

Dated

2019



THE CORNWALL COUNCIL

and

ST DENNIS PARISH COUNCIL

DEED OF VARIATION

Legal Services
Cornwall Council
New County Hall
Treyew Road
Truro
Cornwall
TR1 3AY
Ref: SG / 060028

"The Recipient shall have the discretion to pay the Bursaries either to the provider of the charges and / or other expenses necessarily incurred in accordance with Clauses 5.3 (b) (i) and (ii) below or to the Applicants direct, in either case where the Applicants meet all the following criteria..."

2.2 The remainder of Clauses 5.3 (a) and (b) remain unchanged.

3. It is hereby confirmed that save for this Deed of Variation the terms and conditions of the Funding Agreement and any previous Deeds of Variation remain in full force and effect.

IN WITNESS of which the Parties have caused this document to be duly executed as a Deed on the day and year first above written

EXECUTED as a Deed by)
THE CORNWALL COUNCIL whose)
common seal was hereunto)
affixed in the presence of:)

Sign.....

Print name.....

Authorised Officer

EXECUTED as a Deed by)
St DENNIS PARISH COUNCIL)
Acting by:)

.....

Member

.....

Signatory Full Name

.....

Member

.....

Signatory full Name

APPENDIX A

DATED 14th February

2014



THE CORNWALL COUNCIL

And

ST DENNIS PARISH COUNCIL

**FUNDING AGREEMENT
EDUCATIONAL BURSARIES**

**Legal Services
Cornwall Council
County Hall
Truro, TR1 3AY
Ref: TL/035656**

This Agreement is dated 14th day of February 2014

Between

1. The Cornwall Council of County Hall, Treyew Road, Truro, Cornwall, TR1 3AY ("the Council")

and

2. St Dennis Parish Council of ClayTAWC Centre, Fore Street, St Dennis Cornwall PL26 8AF ("the Recipient")

each individually a "Party" and together the "Parties".

Recitals

- A) The Council as the local authority and the Waste Disposal Authority and as part of its considerations concerning its provision of waste management facilities and the resultant impacts on local communities has resolved to provide grant funding for the residents of the St Dennis and Nanpean Electoral Division and the Parish of St Dennis.
- B) The grant funding is made pursuant to, inter alia, the Council's powers under section 1 of the Localism Act 2011 and the purpose of the grant funding is to provide educational bursaries for the residents of St Dennis and Nanpean Electoral Division and the parish of St Dennis.
- C) The grant funding is being provided to the Recipient, for the purpose set out above, who will fulfil the role of the accountable body for the grant funding and administer the procedures for applications, awards and monitoring of educational bursaries.
- D) The Council as the grantor and the Recipient as the administrator of the grant funding, will discharge these roles in accordance with the terms contained in this agreement.

NOW IT IS AGREED between the Council and the Recipient as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement unless there is something inconsistent in the context or otherwise specified the following expressions shall have the following meanings:

" Agreement"	means this Agreement;
"Applicants"	means individuals who are applying or have applied for Bursaries;
"Applicants Funding Agreement"	means the written agreement entered into between the Recipient and the Applicant pursuant to Clause 5.7;
"Bursaries"	means grants paid to Applicants in accordance with Clause 5;
"Clawback"	means the Council's right to recover the whole or any part of the Funding including any interest that may be payable;
"Day"	includes part of a day;
"Confidential Information"	Shall include any information a Party receives from the other Party which the receiving Party could reasonably regard as being confidential but for the avoidance of doubt shall not include information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this Agreement); (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; (c) is developed by or for the receiving Party independently of the information disclosed by the disclosing Party;
'Cornwall Energy Recovery Centre'	The development as more particularly described under planning application NR/08/00203/WAS;

'Funding'	means the annual payment from the Council to the Recipient made in accordance with Clause 3;
"Good Practice"	means the exercise of the degree of competence which would reasonably and ordinarily be expected from the same type of organisation as the Recipient and under the same or similar circumstances;
'Integrated Waste Management Contract'	means the contract between the Cornwall Council and Sita dated 16 October 2006 as amended or restated;
'Parish of St Dennis'	Means the area edged in red set out in the map attached at Appendix 1.
'Retail Price Index'	means the United Kingdom General Index of Retail Prices or in the event that such ceases to be maintained or published (as to which the Council's reasonable decision shall be conclusive) or if the said index or the basis on which it is calculated or published is altered to a material extent (as to which the Council's reasonable decision shall be conclusive) then the Council may give written notice to the Recipients of some other published index of general prices or the value of money as a substitute index and in that case the substituted index so selected shall thereupon be the Retail Price Index;
"Scheme"	means the provision of Bursaries to Applicants;
'St Dennis and Nanpean Electoral Division'	Means the area edged in red set out in the map attached at Appendix 2;
"Unauthorised Use"	means any use of the Funding other than as described in this Agreement;
'Year'	Means each period of 1 st April to 31 st March throughout the term of this Agreement.

In this Agreement:

- 1.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 1.2 References to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- 1.3 The expression "person" where used in this Agreement shall mean any person firm or company or other legal entity.

2. Term of Agreement

- 2.1 This Agreement will commence on the date on which it is completed by the Parties and will continue in force until the sooner of:
 - i) the permanent cessation of operation of the Cornwall Energy Recovery Centre;
 - ii) the termination or expiry of the Integrated Waste Management Contract; or
 - iii) the termination of this Agreement by either Party in accordance with the terms of this Agreement.

3. Funding

- 3.1 Subject to the provisions of this Agreement the maximum amount of Funding which will be provided by the Council to the Recipient for the Scheme is £15,000 (Fifteen Thousand Pounds) per Year increased annually by the percentage increase of the Retail Price Index for the 12 month period immediately preceding the date of payment.
- 3.2 Where during any Year of this Agreement, this Agreement is not in force for the entirety of that Year, the amount of Funding payable for that Year shall be calculable as follows:

(sum calculated in accordance with Clause 3.1 ÷ 365 or 366 if a leap year)
x the number of Days of the Year this Agreement is in force.
- 3.3 The Council will advance the Funding to the Recipient in the following instalments:

- a. The sum of £15,000 (Fifteen Thousand Pounds) plus a sum calculated in accordance with the provisions of Clause 3.2 for the period from 7th November 2012 to 31st March 2013 within 30 days of signing this Agreement;
- b. A sum calculated in accordance with the provisions of Clause 3.1 and 3.2 on the within 30 days of receiving an invoice on or after 1st April during each year of this Agreement.

4. Recipient's Obligations

In consideration of the payment of the Funding the Recipient shall:

- 4.1 deliver the Scheme in accordance with the terms of this Agreement;
- 4.2 ensure efficient delivery of the Scheme using Good Practice;
- 4.3 maintain accurate and comprehensive records of the following:
 - i. all Bursaries awarded including:
 - a) the name and address of all Applicants
 - b) the date the Bursary was awarded
 - ii. all applications for Bursaries received;
 - iii. all decisions made by the Recipient or the Recipient's Committee created pursuant to Clause 5.2;
- 4.4 keep the records referred to in Clause 4.3 for a minimum of 7 years following the grant of each Bursary;
- 4.5 provide true and comprehensive copies of the records referred to in Clause 4.4 to the Council on reasonable notice;
- 4.6 acknowledge that if the Recipient fails to provide any record maintained pursuant to Clause 4.4. on receipt of reasonable notice, the Council has the right to attend the Recipient's offices, and inspect the records and take copies of the records at all reasonable times subject always to the requirement for both Parties to comply with Data Protection Act 1998;

- 4.7 ensure that the Committee established pursuant to Clause 5.2 shall submit:
- a.) an annual report to the Recipient and to St Stephen Parish Council showing application and use of the Funding across the Parishes of St Dennis and St Stephens;
 - b.) an annual report to the Council setting out the number of students benefitting from the Bursaries and a general description of their subject areas and academic levels of study;
- 4.8 ensure that all legal and regulatory requirements are complied with in the delivery of the Scheme;
- 4.9 comply with all statutory registration requirements and exercise proper skill and diligence in the setting up and delivery of the Scheme;
- 4.10 use the Funding only in accordance with the terms of this Agreement and for no other purpose:
- 4.11 at all times during the period of this Agreement and for a minimum period of 6 years thereafter:
- i) keep secure and give to the Council or make available for inspection at any reasonable hour by the Council, its internal auditors, the Commissioner for Local Administration (Ombudsman), the District Auditor, or any of their representatives all original and copy records, documents, information, statements and papers which may be acquired or produced by the Recipient or by any sub-contractor in the performance of the Scheme;
 - ii) ensure the maintenance of a clear and unambiguous audit trail at all times in accordance with best practice;
- 4.12 ensure that any surplus of Funding arising upon the cessation of the Scheme or of this Agreement is promptly returned to the Council;
- 4.13 ensure that it appoints a nominated representative whose details will be notified in writing to the Council within 7 days of completion of the

Agreement who will act as its representative and who will be responsible for ensuring the proper control and management of the Scheme and the supervision and submission of all information required by the Council. If the representative changes from time to time the Recipient shall notify the Council in writing within 7 days of such replacement;

- 4.14 ensure that the representative of the Recipient will liaise with the Council on a regular basis at times to be agreed by the Parties;
- 4.15 ensure that personnel involved in the delivery of the Scheme shall be required to co-operate at all times with the Council or its representatives and in particular shall promptly provide information requested from time to time by the Council;
- 4.16 on becoming aware, immediately notify the Council's representative by letter or email of any actual or threatened or alleged claims, demands, investigations or proceedings, whether civil or criminal in respect of the Scheme against the Recipient;
- 4.17 co-operate fully with the Council in publicising the Scheme and acknowledging the benefits and opportunities afforded by it;
- 4.18 not use more than 10% of the annual value of the Funding calculated in accordance with Clause 3.1 and clause 3.2 for administration costs of the scheme;
- 4.19 not use any part of the Funding for the purposes of:
 - a) taking action against or submitting a claim against the Council, the contractor appointed under the Integrated Waste Management Contract or any of its subcontractors; or
 - b) in any way directly or indirectly undermining the Council or the operation of the Cornwall Energy Recovery Centre.
 - c) replacement or substitution of the statutory duties of Cornwall Council

5. Administration of the Bursaries

- 5.1 The Recipient shall administer the Bursaries in accordance with the provisions of this Clause 5.

5.2 a) The Recipient shall form a Committee to administer the Scheme comprising of:

- i) Representatives of the Recipient;
- ii) A representative from St Stephen Parish Council; and
- iii) a Representative of the local community subject to Clause 5.2.(b).

- b) The Recipient shall use reasonable endeavours to co opt a representative of the local community and for the purposes of clarification should the Recipient then be unable to co opt a representative of the local community then the Recipient will not be in breach of 5.2.
- c) The Recipient shall ensure that the Committee referred to in (a) above may co-opt any individuals it deems necessary to provide such specialist guidance that the Committee deems appropriate.
- d) The Recipient shall ensure that the Committee referred to in (a) above shall make all decisions in accordance with the terms of this Agreement and lawfully in accordance with the decision making principles relevant to public authorities.

5.3 The Recipient shall pay Bursaries direct to Applicants meeting all of the following criteria:

- a) Applicants must be solely or mainly resident within the St Dennis and Nanpean Electoral Division or the St Dennis Parish at the time their application is made and for the avoidance of doubt no person shall be disqualified from consideration due to their living outside of the St Dennis and Nanpean Electoral Division or the Parish of St Dennis solely as a result of pursuing a course of education.
- b) The Bursary is to be utilised for:
 - i) Fees for tuition or education;
 - ii) Other expense necessarily incurred in relation to the Applicant's pursuit of education or tuition including but not limited to: living costs, technological assistance for educational purposes; transport; resources, childcare or apprenticeships tools.

5.4 The Recipient shall have:

- i) Adequate reporting procedures in place to verify the authenticity of Applicants and use of Bursaries;
 - ii) Processes in place to determine how Applicants are prioritised in the event that there are too many qualifying applications for Bursaries.
- 5.5 The Recipient shall use reasonable endeavours to monitor the use of the Bursaries.
- 5.6 The Recipient shall clawback Bursaries if:
- a) The Applicant fails to complete the course of study funded by or facilitated by the Bursaries, unless if the Recipient considers that there are extenuating or exceptional circumstances;
 - b) The Bursary is used for any purpose other than that stipulated in the Applicant's Funding Agreement;
 - c) The Applicant gave false or misleading information in their application for a Bursary;
 - d) The Applicant has otherwise failed to comply with or breached the terms of the Applicant's Funding Agreement unless such breach is approved by the Recipient.
- 5.7 The Recipient shall enter into a formal written agreement with each Applicant awarded a Bursary setting out the terms on which the Bursary is awarded in a form approved by the Council.
- 5.8 The Recipient shall be entitled to use not more than 10% of the annual value of the Funding calculated in accordance with Clause 3.1 and clause 3.2 for its reasonable administration costs in relation to the Scheme.

6. Council's Obligations

- 6.1 In consideration of the Scheme to be delivered by the Recipient under this Agreement and the terms and conditions of this Agreement being complied with by the Recipient the Council agrees to pay to the Recipient the Funding in accordance with Clause 3 subject to the terms and conditions set out in this Agreement.
- 6.2 The amount of Funding set out in Clause 3 is the maximum sum that will be paid to the Recipient.

6.3 The Council shall provide to the Recipient such information as is reasonably requested by the Recipient to enable the Scheme to be carried out in a satisfactory and diligent fashion.

6.4 The Council shall appoint a nominated representative whose details will be notified in writing to the Recipient within 7 days of completion of the Agreement. If the representative changes from time to time the Council shall notify the Council in writing within 7 days of such replacement.

7. Amendments to Agreement

7.1 This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of the Parties hereto.

8. Termination

8.1 This Agreement shall continue until the date set out in Clause 2.1.1 or Clause 2.1.2 unless otherwise terminated in accordance with terms of this Agreement.

8.2 This Agreement may be terminated by the Recipient on the giving of 3 month's written notice to the Council.

8.3 In the event of termination of this Agreement:

8.3.1 the Council shall cease to be under any obligation to the Recipient and all payments of Funding shall cease immediately;

8.3.2 the Recipient shall return all Funding monies paid to it but not properly utilised for the delivery of the Scheme.

9. Default

9.1 If:

9.1.1 the Recipient is in breach of any of the obligations under this Agreement for more than 28 days after written notice from the Council requiring such breach to be remedied; or

9.1.2 the Recipient is in breach of any of the obligations under this Agreement which is incapable of being remedied; or

- 9.1.3 any governmental or other consent or exemption required to enable the Council or Recipient to perform its obligations under this agreement is withdrawn or modified such that the Recipient can no longer satisfactorily achieve its obligations; or
- 9.1.4 an offence is committed by the Recipient, or any body contracted by the Recipient delivering the Scheme, under the Bribery Act 2010 or any related subsequent legislation, or Section 117(2) of the Local Government Act 1972; or
- 9.1.5 the Recipient is found to have done anything improper to influence the Council , or any person or body acting on their behalf to grant the Funding for the Scheme; or
- 9.1.6 the Recipient, any sub-contractor or third party who has benefited from the Funding and has acted fraudulently in any way in relation to the implementation of the Scheme; or
- 9.1.7 the Recipient ceases provision of the Scheme; or
- 9.1.8 The recipient is not in a position to receive applications for Bursaries by the end of September 2014;

the Council shall:

- i) immediately be entitled to declare that this Agreement is terminated, whereupon no further Funding may be requested by the Recipient;
- ii) be entitled to withhold payment of any further Funding;
- iii) recover all or any part of the aggregate Funding it has already paid to the Recipient not properly utilised by the Recipient in accordance with the terms of this Agreement whereupon the same shall become immediately due and payable without any other notice whatsoever.

10. Clawback Surpluses / Unauthorised Use

- 10.1 If the Recipient fails to comply with any terms of this Agreement, the Council will be entitled to recover part or all sums paid under this Scheme not properly utilised and any appropriate costs.
- 10.2 The Council reserves the right to recoup or recover all or a proportion of the Funding in the event that those sums have been paid to the Recipient in error.

11. Scheme Management

11.1 Either Party shall be entitled to call a meeting ("Scheme Management Meeting") at any time on reasonable notice during the term of this Agreement.

11.2 The Recipient's nominated representative pursuant to Clause 4.13 shall attend any Scheme Management Meetings and be authorised by the Recipient to act on its behalf.

12. Indemnity

12.1 The Recipient shall indemnify the Council against all costs arising from all loss or damage to property and injury to, or death of, persons arising out of or in consequence of the Recipient's obligations under this Agreement and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof arising from the Recipient's breach of this Agreement including but not limited to:

12.1.1 any act of neglect or default of the Recipient or its employees or agents;

12.1.2 any breach in respect of any matter arising from the delivery of the Scheme resulting in any successful claim by any third party.

13. Confidentiality; Disclosure of Information; Freedom of Information Act 2000

13.1 Each Party shall keep in strict confidence any Confidential Information provided by the other Party and shall only use the Confidential Information received for the purposes of this Agreement and shall not disclose the Confidential Information without the prior written consent of the other Party or unless required to do so under the Freedom of Information Act 2000, Data Protection Act 1998 and the Environmental Information Regulations 2004 or any other relevant statutory provision. Each Party shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as expressly permitted by this Agreement) other than for the purposes of this Agreement or as permitted under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004 or any other relevant statutory provision.

13.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, the content of this Agreement is not Confidential Information. Notwithstanding any other term of this Agreement, each Party hereby gives its consent for the other Party to publish the Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 redacted), including from time to time agreed changes to the Agreement, to the general public.

13.3 Each Party shall co-operate with the other Party and supply all necessary information and documentation required in connection with any request received by the other Party under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004 or any other relevant statutory provision;

13.4 supply all such information and documentation referred to in 13.3 above at no cost to the other Party within five working days of receipt of any request in order to enable the other party to fulfil its statutory requirements;

14. Force Majeure

Both Parties shall be released from their respective obligations in the event of any national emergency, war, prohibitive government regulations or in the case of cessation of funding to the Council or for any other cause beyond the reasonable control of the Parties or either of them which renders the performance of this Agreement impossible whereupon all monies not used in the provision of the Scheme and paid in advance by the Council to the Recipient shall be returned to the Council.

15. Dispute Resolution

15.1 Any disputes or differences arising between the Parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the Parties hereinunder, or any matter or event connected with or arising out of the Agreement shall be resolved by the Parties negotiating in good faith.

15.2 The submission of either Party to clause 15.1 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

16. Severance

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforcement of the remainder of this Agreement shall not be affected.

17. Agency and Joint Venture excluded

Nothing contained in this Agreement shall be so construed as to constitute either Party to be the agent of the other nor shall this Agreement operate so as to create a legal partnership, company or joint venture of any kind between the Parties hereto.

18. Authority

Each Party hereto warrants and represents to each of the others that it has the full authority, power and capacity to enter into this Agreement, and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

19. Entire Agreement

Each party acknowledges that this Agreement and any Appendices thereto contain the whole Agreement between the parties and supersedes any previous agreement between the parties whether written or oral.

20. Notice

Any notice to be served by either of the Parties on the other shall be sent by pre-paid recorded delivery or registered post to the address set out at the start of this Agreement, in the case of the Council marked for the attention of the Chief Executive, from time to time, at New County Hall, Treyew Road, Truro TR1 3AY and in the case of the Recipient marked for the attention of The Clerk to the Council, St Dennis Parish Council, ClayTAWC Centre, Fore Street, St Dennis, PL26 8AF or in either case at such address and marked for such other attention as may be notified in

writing by the relevant Party to the other Party from time to time for this purpose.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one Agreement.

22. Rights of Third Parties

No person other than a contracting party may enforce the provisions of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

23. Proper Law & Jurisdiction

This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

IN WITNESS of which the Parties have caused this document to be duly executed as a deed the day and year first above written.

009764

EXECUTED AS A DEED by affixing the)
COMMON SEAL of THE CORNWALL)
COUNCIL in the presence of:)



Jayne Broadway
.....
Authorised Officer Jayne Broadway
Principal Legal Officer
Legal Services
CORNWALL COUNCIL

EXECUTED AS A DEED by)
St DENNIS PARISH COUNCIL)
acting by:)

.....
Member

.....
Signatory Full Name

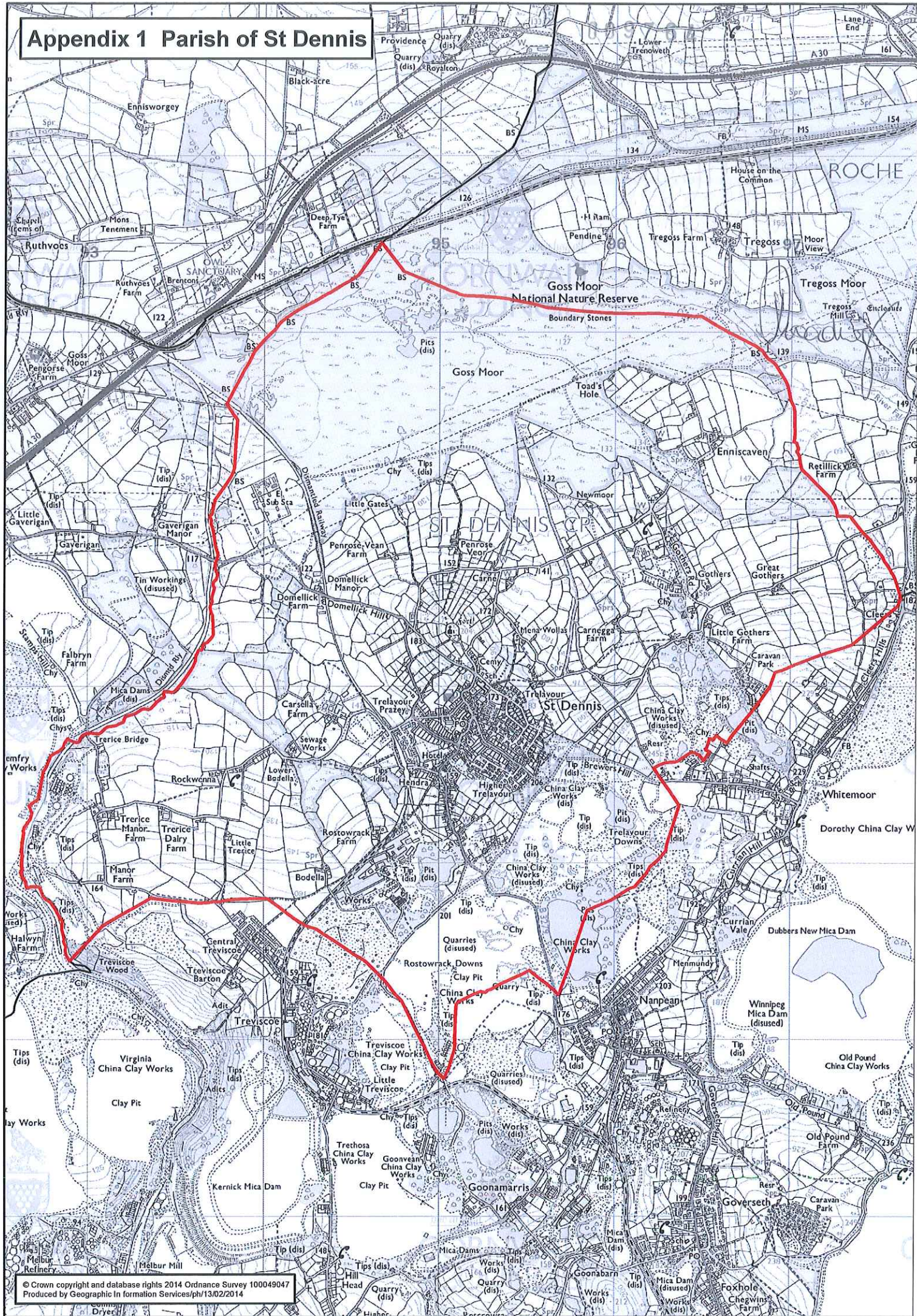
.....
Member

.....
Signatory Full Name

Appendix 1.
The Parish of St Dennis.

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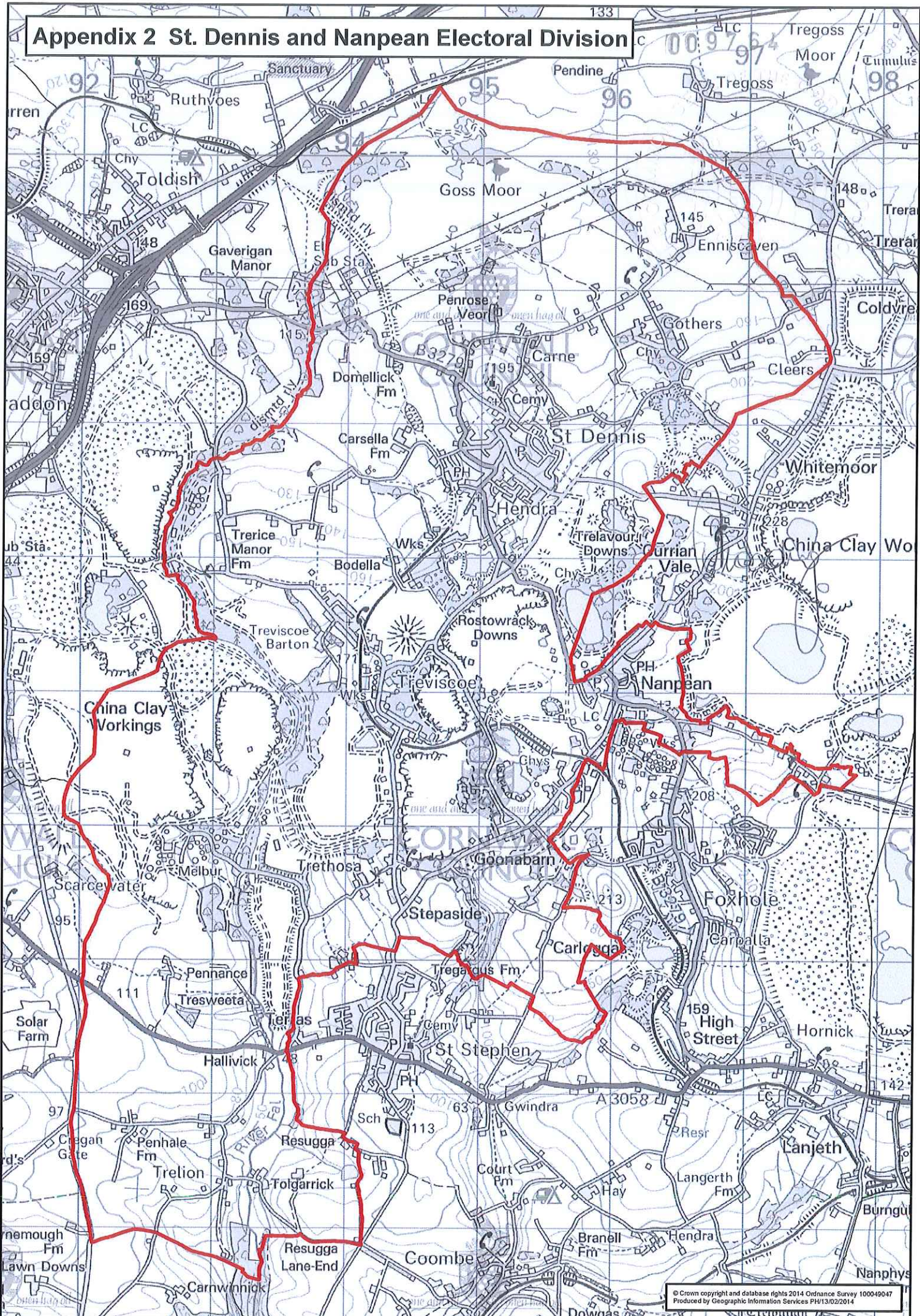
Appendix 1 Parish of St Dennis



Appendix 2.

The St Dennis and Nanpean Electoral Division.

Appendix 2 St. Dennis and Nanpean Electoral Division



APPENDIX B

Dated 23rd June

2015



THE CORNWALL COUNCIL

and

ST DENNIS PARISH COUNCIL

DEED OF VARIATION

FOR THE FUNDING AGREEMENT IN RESPECT OF EDUCATIONAL BURSARIES

Legal Services
The Cornwall Council
County Hall
Truro
Cornwall
TR1 3AY
Ref: TL/035656

THIS DEED OF VARIATION is dated the 23rd day of June 2015

BETWEEN:

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY ("**the Council**"); and
- (2) **ST DENNIS PARISH COUNCIL** of ClayTAWC Centre, Fore Street, St Dennis, Cornwall, PL26 8AF ("**the Recipient**").

and each shall be a "Party" and together the "Parties."

WHEREAS:

- (A) The Parties entered into a funding agreement dated 14 February 2014 ("the Funding Agreement") whereby the Recipient was provided with grant funding for the provision of educational bursaries for the residents of the St Dennis and Nanpean Electoral Division and the Parish of St Dennis.
- (C) This Deed is supplemental to the Funding Agreement.
- (D) The Parties have agreed to vary the terms of the Funding Agreement as set out in this Deed with immediate effect.

IT IS HEREBY AGREED as follows:

1. Definitions used in the Funding Agreement shall have the same meanings when used in this Deed of Variation unless expressly stated otherwise.
2. The Parties wish to agree and record variations to the Funding Agreement as set out below:
 - a) Recital A be amended to omit the word 'grant' with the remainder of the recital A remaining unchanged.
 - b) Recital B be amended to omit the word 'grant' with the remainder of the recital B remaining unchanged.

c) Recital C be replaced in its entirety with the following wording :

"The funding is being provided to the Recipient, who has agreed at the request of the Council, to undertake the administration of the procedures for applications, awards and monitoring of educational bursaries".

d) Recital D be omitted in its entirety.

3. It is hereby confirmed that save for this Deed of Variation, the terms and conditions of the Funding Agreement remain in full force and effect.

IN WITNESS of which the Parties have caused this document to be duly executed as a Deed on the day and year first above written.

013482

EXECUTED as a Deed by)

THE CORNWALL COUNCIL)

whose common seal was hereunto
affixed in the presence of:

Claire Otery
Cornwall Council
Governance & Information Service
New County Hall
Truro TR1 3AY



AUTHORISED OFFICER)

Claire Otery

EXECUTED as a Deed by)

ST DENNIS PARISH COUNCIL)

acting by)

Paul Clarke
DOH

Member

Paul Clarke

Signatory Full Name

Paul Clarke

Member

Anthony Ray Ockler

Signatory Full Name

Anthony Ray Ockler