

# Ringwood Town Council

Ringwood Gateway, The Furlong, Ringwood, Hampshire BH24 1AT

Tel: 01425 473883

www.ringwood.gov.uk

## SUMMONS

Dear Member

21<sup>st</sup> September 2023

You are hereby summoned to attend a meeting of the Town Council at the Forest Suite, Ringwood Gateway on 27<sup>th</sup> September 2023 at 7.00pm.



Mr C Wilkins  
Town Clerk

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## AGENDA

### 1.\* PUBLIC PARTICIPATION

There will be an opportunity for public participation for a period of up to 15 minutes at the start of the meeting

2. To receive Apologies for Absence

3. To receive Declarations of Interest

4. To approve as a correct record the minutes of the meeting on 26<sup>th</sup> July 2023

5. To receive Minutes of Committees and approve recommendations contained therein:

Recreation, Leisure & Open Spaces	DATE :- 6 <sup>th</sup> September 2023
Planning, Town & Environment	DATE:- 4 <sup>th</sup> August & 1 <sup>st</sup> September '23
Policy & Finance	DATE:- 20 <sup>th</sup> September 2023 - to follow

### RECOMMENDATIONS:

Banking Arrangements (*F/6225 refers*) – see separate agenda item

Financial Risk assessment (*F/6226 refers*) – see separate agenda item

### 6. BANKING ARRANGEMENTS

To approve the proposal (*F/6225 refers*) to amend the Councils bank mandate by adding signatories as follows:-

Cllr G DeBoos (Town Mayor)

Cllr M DeBoos (Chair of Policy and Finance Committee)

Cllr Kelleher (Vice Chair of Policy and Finance Committee)

Cllr Frederick

Cllr Day

### 7. FINANCIAL RISK ASSESSMENT

To note the annual risk assessment and review of policy statements and management arrangements (*F/6226 refers*)

**8. EXTERNAL AUDIT 2022/23**

To consider the external audit report, if received

**9. GRANT AID AWARDS**

To note Grant Aid awards to Avon Valley Concerts of £250, Ringwood Rotary Club of £250 and Ringwood Junior School PTA of £2,000 (*F/6221 refers*)

**10. STRATEGY REVIEW**

To consider the Town Clerk's report and the revised Council Strategy (*Report A*)

**11. TOWN CENTRE CCTV PROPOSAL**

To consider the Town Clerk's report and issue for decision therein (*Report B*)

**12. SAFER NEW FOREST ANNUAL SURVEY**

To discuss arrangements for responding to the Safer New Forest Annual Survey (*Report C*)

**13. SPORTS DEVELOPMENT PROJECT AT LONG LANE**

- i) To receive a report from Cllr Briers (the Council's representative on the Steering Group) or Cllr Swyer (deputy) on project developments
- ii) To consider approving the use of the Council's Common Seal to execute the Consultant Collateral Warranty (*Report D*)

**14.\***To receive such communications as the Town Mayor may desire to lay before the Council

**15.\***To receive Reports from County and District Councillors

**16.\***To Receive Reports from Ringwood Town Councillors

**17.** Forthcoming Meetings – to note the following dates:

Recreation, Leisure & Open Spaces	7.00pm	Wednesday 4 <sup>th</sup> October 2023
Planning, Town & Environment	10.00am	Friday 6 <sup>th</sup> October 2023
Policy & Finance	7.00pm	Wednesday 18 <sup>th</sup> October 2023
Full Council	7.00pm	Wednesday 25 <sup>th</sup> October 2023

If you would like further information on any of the agenda items, please contact Mr Chris Wilkins, Town Clerk, on 01425 484720 or [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

Council Members:

Chairman: Cllr Gareth Deboos, Town Mayor  
Vice-Chairman: Cllr Rae Frederick, Deputy Mayor  
Cllr Andrew Briers  
Cllr Luke Dadford  
Cllr Philip Day  
Cllr Ingrid De Bruyn  
Cllr Mary DeBoos  
Cllr Janet Georgiou  
Cllr John Haywood  
Cllr Peter Kelleher  
Cllr James Swyer  
Cllr Michael Thierry  
Cllr Glenys Turner  
Cllr Becci Windsor

Officers:

Chris Wilkins, Town Clerk  
Jo Hurd, Deputy Town Clerk

**TOWN COUNCIL****27<sup>th</sup> September 2023****Strategy Review****1. Introduction and reason for report**

- 1.1 The review of the Council's strategy, initiated following the election earlier this year, can now be completed.

**2. Background information and options**

- 2.1 A draft revision of the Council's strategy has been prepared following discussions between officers and members and is attached.
- 2.2 Changes to the attached draft can, of course, be proposed, discussed and agreed at the meeting, if desired.
- 2.3 One new element in the strategy is the proposal that a communications plan be developed. It is suggested that the Council form a small task and finish group to prepare this and bring it to Council for approval in due course. Officers further suggest that the future of the Student Advisor Scheme (and any replacement of it) be included in this plan. Draft terms of reference for such a group are also attached.

**3. Issues for decision and any recommendations****Issues for decision:**

- 3.1 Whether to approve the revised Council Strategy.**
- 3.2 Whether to establish the task and finish group with the terms of reference suggested and, if so, whom to appoint to membership of it.**

For further information, contact:

Christopher Wilkins, Town Clerk  
Direct Dial: 01425 484720  
Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

**RINGWOOD TOWN COUNCIL****COMMUNICATIONS PLAN TASK AND FINISH GROUP****TERMS OF REFERENCE**

1. The primary functions of the Communications Plan Task and Finish Group shall be:
  - a. To advise the Town Council and its relevant committees on:-
    - i) The preparation and approval of a Communications Plan intended to improve how the Town Council engages with local residents and businesses (including but not necessarily limited to press releases, consultations, newsletters, email distribution lists and use of the Council's website and social media accounts); and
    - ii) The future of the Council's Student Advisor Scheme and alternative options for engaging with teenage residents
2. The voting members of this Group shall be the Town Clerk, the Deputy Town Clerk and such councillors as shall be appointed to voting membership of it by the Council. The quorum for meetings of the Group shall be three voting members.

**DELEGATED POWERS**

1. To co-opt additional, non-voting members to itself as it shall deem expedient.

Approved:



# Ringwood Town Council – Strategy 2023-2026

## VISION

Our Council tightly focussed on helping our market town to thrive by improving the things that matter most to Ringwood residents, businesses and visitors

**TODAY**  
Ringwood Town Council is known for organizing great events, providing oversight of planning applications, looking after valued green spaces and being a good employer

**Y3 – 2025-26**  
Identify gaps in open space provision and options to fill them

**Y2 – 2024-25**  
Complete new grounds department facility  
Agree management plan for every open space

**Y1 – 2023-24**  
Complete football pavilion  
Complete Columbarium  
Agree strategic plan for Carvers  
Complete our Neighbourhood Plan

**Improving our facilities, services & green spaces**

**Y3 – 2025-26**  
Plan celebration of Market Charter anniversary in 2026

**Y2 – 2024-25**  
Inaugurate a new event specifically to support town centre retail businesses  
Agree advance plan for major events

**Y1 – 2023-24**  
Recruit local businesses to provide stalls at events in place of businesses from out of town

**Developing events**

**Y3 – 2025-26**

**Y2 – 2024-25**  
**Promote/facilitate a business community network**

**Y1 - 2023-24**  
Identify priorities & present weaknesses  
Agree a communications strategy

**Improving communication with residents and businesses**

**Y3 – 2025-26**

**Y2 – 2024-25**  
Identify needs of growing population and gaps in provision

**Y1 – 2023-24**  
Explore scope for improving major development decisions  
Develop Thriving Market Place concept

**Implementing our Neighbourhood Plan**

## THE FUTURE

Ringwood Town Council is

- Known for organizing great events, providing oversight of planning applications, Looking after valued green spaces and being a good employer.
- The first point of contact for all local public services in Ringwood
- Proactively engaging local people about issues that matter to them
- providing valued support to Ringwood businesses and the local economy

## ENABLERS and DISRUPTORS

**Skills of councillors and staff** - We will encourage more training and improve our performance management processes. [Events Management Sub-Committee](#). [Volunteers](#). [Neighbourhood Plan](#)  
**Budget pressures and inflation** – We will review our budgetary control and management of reserves

**Town Centre CCTV proposal**

1. Introduction and reason for report

- 1.1 The Council has been offered an extension to the coverage of the town centre CCTV system subject to an increased contribution to costs. (Owing to pressure of other business for the Policy & Finance Committee, where matters of this kind would normally be considered, this matter is, exceptionally, being brought straight to the full Council.)

2. Background information and options

- 2.1 Ringwood currently has 12 CCTV cameras in public locations. These are monitored by New Forest District Council (NFDC) staff and used to provide information and imagery to Hampshire & Isle of Wight Constabulary when appropriate.
- 2.2 This Council contributes £8,790 a year (£732.50 per camera) towards the costs of the system. This amount has not changed for several years.
- 2.3 The NFDC service manager has reported that enhancing the system is a strategic priority for NFDC and additional capital funding is available for this purpose. Following a review two potentially worthwhile locations have been identified in Ringwood:
- The roundabout at the junction of Christchurch Road and Wellworthy Way; and
  - The mini-roundabout at the junction of Southampton Road and Gorley Road.

(Both locations are approximate only at this stage.)

- 2.4 The service manager has also provided the following further information

*“CCTV network feed costs 80k annually for the public space network. As we add additional cameras to this, it will increase incrementally per connection. In addition to this we have an annual maintenance contract which as it is currently out for tender, I will not be in a position to disclose publicly.*

*Installations will require an IP upgrade for an area where there is no existing network, costs can vary greatly due to the variance in each location but this is in the region of 8k. The cost of each camera and pole again has variations but each is in the region of 10k to 14k. There are ancillary costs covering maintenance, software etc approx. £2400 per camera location.*

*In addition to this, I will need to upgrade the storage in the control room to store the extra data which is an additional 20k and increase control room monitoring screens costing approx. 11k.*

*All of the above is being met via NFDC and we are asking for partnership contributions at the same rate per camera at approx £734.”*

- 2.5 If we accept the two additional cameras, therefore, our annual contributions can be expected to increase by about £1,465.

2.6 By the Crime & Disorder Act 1998, this Council must exercise its functions “with due regard” to their likely effect, if any, on crime and disorder (including anti-social and other behaviour affecting the local environment, the misuse of drugs, alcohol and other substances and re-offending in its area and the need to prevent them. It seems reasonable to assume that the proposed additional cameras will have positive effects in these respects (albeit modest ones). Members should also weigh the likely effects on general public amenity and the sensitivity of public surveillance. The burdens of data protection compliance fall on NFDC not this Council.

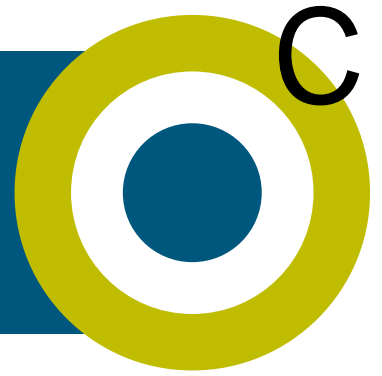
3. Issues for decision and any recommendations

**Issue for decision:**

**Whether to accept the offer of the additional CCTV cameras and approve the increase in annual contributions.**

For further information, contact:

Christopher Wilkins, Town Clerk  
Direct Dial: 01425 484720  
Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)



# SURVEY

The New Forest is one of the safest places in the United Kingdom to live, work and visit. However some of us do suffer from crime and anti-social behaviour and the Safer New Forest partnership works hard to prevent and reduce any reported incidents.

This survey is being undertaken to check that we are working on the issues that are important to you.

Your answers will be kept strictly confidential and will only be used to compile an overall report.

**Town / Parish Council**

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## 1. What is going well in your town / parish?

*i.e. partnership working, community engagement, voluntary services*

## 2. What (if any) are your concerns for your town / parish regarding crime and anti-social behaviour?

## 3. If you have outlined concerns within question 2, what could improve your area?

*i.e. town and parish, partnership working, other services*

**Thank you for taking the time to complete this questionnaire.**

**W** [safer.newforest.gov.uk](http://safer.newforest.gov.uk) **E** [safernewforest@nfdc.gov.uk](mailto:safernewforest@nfdc.gov.uk) **T** 023 8028 5438 (office hours only)

**T** [newforestdc](https://twitter.com/newforestdc) #SaferNewForest



**TOWN COUNCIL****27<sup>th</sup> September 2023****Document for Sealing****1. Introduction and reason for report**

1.1 Formal authority is needed to use the Council's Seal to execute a document.

**2. Background information and options**

2.1 Standing Orders provide that deeds to which the Council is party shall be executed using the Council's Common Seal and that formal authority from members is required for each such use.

2.2 The Council has been invited to execute the deed conferring the benefit of the warranties given by the consultants who oversaw the contract for the construction of the artificial turf pitch at Long Lane recreation ground which is attached as Annex 1. (Such warranties are described as "collateral" because the primary party benefitting is Football Foundation which established the overall procurement framework but this Council as the client for the specific works should also share the benefit of the warranties so we have the legal power to enforce them directly if necessary.) This document was professionally drafted for Football Foundation and no amendments to it will be accepted (i.e. we must "take it or leave it") but the Town Clerk advises that it is in the interests of this Council to co-operate.

**3. Issues for decision and any recommendations****Issue for decision:**

**Whether to approve the use of the Council's Common Seal to execute the Consultant Collateral Warranty.**

For further information, contact:

Christopher Wilkins, Town Clerk  
Direct Dial: 01425 484720  
Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

3<sup>rd</sup> August 2023

ANNEX 1

- (1) MGAC LLP (the “Consultant”)
- (2) The Football Foundation (the “Client”)
- (3) Ringwood Town Council [Beneficiary]

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**Consultant Collateral Warranty  
in relation to Ringwood Town FC AGP  
Framework Managing Consultant (FMC)  
Services**

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**withers** <sup>LLP</sup>

16 Old Bailey, London EC4M 7EG  
Telephone: +44 (0)20 7597 6000  
Fax: +44 (0)20 7597 6543  
DX 160 London/Chancery Lane  
[www.withersworldwide.com](http://www.withersworldwide.com)  
jftsde

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2023

**PARTIES**

- (1) **MGAC LLP** (company number: OC309255) whose registered address is 26 Finsbury Square, London, EC2A 1DS (the '**Consultant**'); and
- (2) **The Football Foundation** of 10 Eastbourne Terrace, London, W2 6LG (the '**Client**'); and
- (3) **Ringwood Town Council** of Ringwood Gateway Council Offices, The Furlong, Ringwood, BH24 1AT (the '**Beneficiary**').

**RECITALS**

- (A) The Client has engaged the Consultant to perform Services in relation to the Project.
- (B) The Beneficiary has an interest in the Project.
- (C) The Client requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Consultant has agreed to enter into this Agreement with the Beneficiary, for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £10 to the Consultant as consideration under this Agreement.

**OPERATIVE PROVISIONS****1. Definitions and interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement

<b>'Building Contract'</b>	as defined in the Consultant's Appointment;
<b>'Business Day'</b>	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
<b>'CDM Regulations'</b>	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including the Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;
<b>'Consultant's Appointment'</b>	an agreement in writing dated on or about the date hereof between the Consultant and the Client, and as may be supplemented/varied from time to time;
<b>'Deleterious'</b>	materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as: <ol style="list-style-type: none"><li>(a) as being deleterious to health and safety; or</li><li>(b) which are not in accordance with relevant British or European Standards, relevant codes of practice, good building practice or the guide entitled 'Good Practice in the Selection of Construction Materials 2011' published by the British Council for Offices;</li></ol>

- 'Documents'** all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with the Project;
- 'Funder'** a person that has provided, or is to provide, finance in connection with:
- (a) the whole or any part of the Project or the completed Project; or
- (b) the site of the Project;
- whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
- 'Intellectual Property Rights'** are as defined in the Consultant's Appointment;
- 'Permitted Uses'** the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension and repair of the Property and the Project;
- 'Project'** as described in the Consultant's Appointment;
- 'Required Standard'** all the reasonable skill, care and diligence to be expected of a qualified and competent member of the Consultant's profession experienced in undertaking services for a project of a similar size, scope and complexity as the Project;
- 'Services'** the services referred to in the Consultant's Appointment, performed by or on behalf of the Consultant under the Consultant's Appointment;
- 'Site'** as described in the Consultant's Appointment;
- 'Works'** the services/works as set out in the Building Contracts.
- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **'person'** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **'company'** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.

- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to **'writing'** or **'written'** includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
- 1.13 References to clauses are to the clauses of this Agreement.
- 1.14 Where the words **'include(s)'**, **'including'** or **'in particular'** are used in this Agreement, they are deemed to have the words "without limitation" following them.

## 2. **Comply with the Consultant's Appointment**

- 2.1 The Consultant warrants to the Beneficiary that:
- (a) it has performed and complied, and shall continue to comply, with its obligations under the Consultant's Appointment, including its obligations to:
- (i) carry out and fulfil, in all respects, the duties of a designer or principal designer under the CDM Regulations; and
  - (ii) not, without the contractor's written consent pursuant to the relevant Building Contract, make any material change to the designs or specifications for the Works after they have been settled or approved;
- (b) it has exercised and shall continue to exercise the Required Standard:
- (i) when performing the Services.
  - (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.
  - (iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and
  - (iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable;
- (c) it has complied with any:
- (i) Act of Parliament
  - (ii) instrument, rule or order made under any Act of Parliament; and
  - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected; and
- (d) it shall act impartially when carrying out its duties pursuant to the Building Contract or any other professional team appointments (where applicable).

- 2.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary under this warranty than it would have if the Beneficiary had been named in the Consultant Appointment as the joint client (save in respect of set-off and counterclaim).
- 2.3 The Consultant's duties or liabilities under this Agreement shall not be negated or diminished by:
- (a) any approval or inspection of:
    - (i) the Property; or
    - (ii) the Project; or
    - (iii) any designs or specifications for the Property or the Project;
  - (b) any testing of any work, goods, materials, plant or equipment; or
  - (c) any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Client
- 2.4 This Agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.
3. **No instructions to consultant by beneficiary**
- The Beneficiary may not give instructions to the Consultant under this Agreement.
4. **Copyright**
- 4.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, reconstruction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 4.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 4.1 does not and will not infringe the Intellectual Property Rights of any third party.
- 4.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Consultant's Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.
- 4.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.
5. **Professional Indemnity Insurance**
- 5.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than £5,000,000.00 in respect of each and every claim from the date of this Agreement until

the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

- 5.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 5 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.
- 5.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.
- 5.4 The insurance referred to in Clause 5.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

**6. Liability period**

The Beneficiary may not commence any legal action against the Consultant under this Agreement after 12 years from the date of practical completion of all of the Project.

**7. Assignment**

- 7.1 The Beneficiary may assign the benefit of this Agreement (without the Consultant's and/or the Client's consent):
- (a) on two occasions to any person with an interest in the Project; and
  - (b) without counting as an assignment under Clause 7.1(a):
    - (i) by way of security to a Funder (including any reassignment on redemption of security); or
    - (ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.
- 7.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
- 7.3 The Consultant shall not contend that any person to whom the benefit of this Agreement is assigned under Clause 7.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement. Notwithstanding any other provisions of this Agreement, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under this Agreement or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.
- 7.4 The Consultant shall not without the consent of the Beneficiary assign its rights under this Agreement.
- 8. Notices**
- 8.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice as set out on page 1.



8.2 A notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

ANNEX 1

8.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. **Third Party Rights**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

10. **Governing law and jurisdiction**

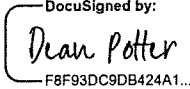
This Agreement shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of enforcement proceedings in any one or more jurisdictions preclude the taking of enforcement proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

ANNEX 1

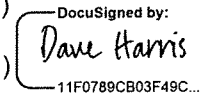
**The Football Foundation ("Client") of**

10 Eastbourne Terrace, London, W2 6LG

Executed as a deed by )  
 The Football Foundation )   
F8F93DC9DB424A1...

**MGAC LLP ("Consultant") whose registered office is at**

26 Finsbury Square, London, EC2A 1DS

Executed as a deed by )  
 MGAC )   
11F0789CB03F49C...

**Executed as a deed by Ringwood Town Council**

**By the affixing of its Common Seal in the presence of:**

Authorised Signatory .....