

Chelmsford Local Plan

Statement of Common Ground - Proposed Station at Beaulieu (North East Chelmsford)

November 2018

Our Planning Strategy to 2036



CHELMSFORD CITY COUNCIL'S LOCAL PLAN

STATEMENT OF COMMON GROUND – PROPOSED STATION AT BEAULIEU (NORTH EAST CHELMSFORD)

Between:

- 1) Chelmsford City Council – the Local Planning Authority
- 2) Essex County Council – the Local Highway Authority
- 3) Network Rail – the Rail Infrastructure Provider
- 4) Greater Anglia – the Operator of the Rail Franchise
- 5) Countryside Zest – the promoter of the new neighbourhood at Beaulieu, from where access to the railway station is provided

INTRODUCTION AND BACKGROUND

- 1.1 Beaulieu Station is a long standing transportation priority for Chelmsford. It comprises a new station located in North East Chelmsford on the Great Eastern Main Line (GEML). The Station was granted outline planning permission in 2014 (under planning application reference number 10/00021/EIA). The new station will serve development in North East Chelmsford, where almost 10,000 new homes are underway/proposed, as well as ease capacity at Chelmsford's main rail station, the busiest station in Essex and busiest two platform station on the National Rail network outside of Greater London, currently handling some 8 million passenger trips per year.
- 1.2 Pursuant to the grant of Outline consent for the proposed station, a Steering Group has been formed by Essex County Council and Chelmsford City Council to progress the delivery of the proposed station.
- 1.3 This Statement of Common Ground has been signed by all parties who sit on the Steering Group to confirm the work and its status in delivering the proposed station. The parties and their responsibilities are listed below;
- Network Rail – The organisation responsible for the Management of the Rail Network, who would be responsible for implementation of the proposed station once funded.
 - Greater Anglia – The Train Operating Company who currently operates the rail service on the Great Eastern Main Line.
 - Essex County Council – The Local Transport Authority
 - Chelmsford City Council – The Local Planning Authority.
 - Countryside Zest – The promoter of the new neighbourhood at North East Chelmsford (Beaulieu) and through their consent for Beaulieu the party responsible for delivery of access to the new station up to the interchange boundary.

Background

- 1.4 Leading up to the grant of Outline planning consent for the proposed station, detailed discussions were held with the rail industry which involved;
- considering the revenue forecasts for the station to ensure that the station created a revenue surplus above its operating costs (more recent work continues to suggest that the business case for the scheme is positive)
 - operating discussions to consider the most appropriate track layout to allow the station to come forward and

- engineering workshops to consider the technical issues.

- 1.5 Pursuant to the grant of planning consent in 2015, a Memorandum of Understanding was signed on 7th December 2015 by Chelmsford City Council, Essex County Council, Network Rail and Countryside Zest (Appendix A). This commits the parties to work in partnership on the Station's delivery and they are working collaboratively on the project's delivery.
- 1.6 Greater Anglia the Train Operating Company now sit on the Station Steering Group and are to be a signatory of an updated Memorandum of Understanding.
- 1.7 All parties are fully committed to deliver the new rail station to serve Chelmsford, the broader needs of mid Essex, and the wider aspirations set out in the 2012 Anglia Rail Prospectus to deliver and support the growth across the region.

Implementation Programme

- 1.8 The delivery of the station design and ultimately its construction is being controlled through Network Rail's Governance for Railway Investment Projects (GRIP). This ensures that suitable options are developed for the station layout and then properly considered by the relevant stakeholders before a preferred option is selected. The selected option is then developed to detailed design before being constructed. At the conclusion of the GRIP stage 6 the station will be opened for use.
- 1.9 The GRIP process is summarised in eight stages below and the project is at **GRIP Stage 3**.



- 1.10 GRIP stage 2 was concluded in April 2017 with a range of options identified. A key objective for both Network Rail and the current train operating company, Greater Anglia is to ensure that the new station does not cause capacity or performance issues on the GEML, or prejudice faster journey times. The identified station options are thus configured with a central passing loop or turnback requiring 3 platforms. These options that are now being developed further through GRIP stage 3 which will result in a preferred option for the station layout being selected.
- 1.11 The current programme for delivery of the Station is set out below;
- GRIP 1 and 2 – Completed April 2017

- GRIP 3 Currently being undertaken for Completion May 2020
- GRIP 4 (including Transport and Works Act Order) - Completion April 2022 (anticipated)
- GRIP 5 Completion March 2023 (anticipated)
- GRIP 6 Station opened Dec 2025 (anticipated)

1.12 In terms of access to the Station, the consented Beaulieu scheme is required to provide access to the Station Interchange Boundary and to the Multi Storey Car Park. This access is taken from the Radial Distributor Road and Boreham Interchange and is anticipated to be completed by 2021. Therefore in ample time prior to when the station opens and to allow its use for access during construction.

The Funding Position

- 1.13 The consented Beaulieu development provides a financial contribution of £22m towards the Station. These monies are currently being used to fund the Station's development through the current GRIP stages.
- 1.14 ECC and CCC were also successful in a bid for a further £12m allocated through the South East Local Enterprise Partnership. Therefore the current funding available towards the station delivery is £34m.
- 1.15 The GRIP Stage 2 study included detailed cost analysis. In accordance with the Network Rail GRIP procedures this has included for contingency and inflation allowance.
- 1.16 The current estimated cost of the Station, identified at the end of GRIP Stage 2, is up to £158m allowing for the potential risk costs and inflation. As the design of the station develops through the GRIP stages and a preferred option is selected the potential risks will become better understood and effectively mitigated which will enable a more accurate assessment of the cost of the Station to be made, prior to the construction contract being awarded.
- 1.17 Essex County Council, with the support of Chelmsford City Council and other members of the Steering Group has been successful at Expression of Interest stage to the Government's Housing Infrastructure Fund (HIF). The bid is for £250m to fund the Station and appropriate phases of the Chelmsford North East Bypass. The bid is one of 45 areas in England that has been approved by the Government to be further developed during 2018. The Chelmsford bid was submitted at Expression of Interest stage as the top Essex priority.
- 1.18 A full business case for the Housing Infrastructure Fund bid is being prepared in line with Government guidance and will be formally submitted in March 2019, with a final funding announcement from the Government anticipated in summer 2019.

CONCLUSIONS

- 1.19 The Members of the Station Steering Group are fully committed to the delivery of the proposed station and progressing using existing available funds through the GRIP Stages to expedite its delivery.

Signed for and on behalf of ESSEX COUNTY
COUNCIL

Signature:

Andrew Cook

Name:

Andrew Cook

Position:

Director of Highways and Transportation

Date:

20.11.18

Signed for and on behalf of CHELMSFORD
CITY COUNCIL

Signature:

Jeremy Potter

Name:

Jeremy Potter

Position:

Planning and Strategic Housing Policy
Manager

Date:

20.11.18

Signed for and on behalf of NETWORK RAIL
INFRASTRUCTURE LIMITED

Signature:

Paul McAleer

Name:

Paul McAleer

Position:

Senior Programme Manager

Date:

20.11.18

Signed for and on behalf of Greater Anglia

Signature:

Jonathan Denby

Name:

Jonathan Denby

Position:

Head of Corporate Affairs

Date:

20.11.18

Signed for and on behalf of Countryside

Zest

Signature:

David Potter

Name:

David Potter

Position:

Director (Technical)

Date:

20.11.18

**Appendix A: Memorandum of Understanding between Chelmsford City Council,
Essex County Council, Network Rail and Countryside Zest**

Dated

7 DECEMBER

2015

MEMORANDUM OF UNDERSTANDING

Between

Essex County Council (1)

Chelmsford City Council (2)

Network Rail Infrastructure Limited (3)

Countryside Zest (Beaulieu Park) LLP (4)

This Memorandum of Understanding is dated 7 DECEMBER 2015

PARTIES

The parties to this memorandum of understanding are:

- (1) **Essex County Council** of County Hall Market Road Chelmsford Essex CM1 1QH (Essex).
- (2) **Chelmsford City Council** of Civic Centre, Duke Street, Chelmsford, Essex CM1 1JE (Chelmsford).
- (3) **Network Rail Infrastructure Limited** registered in England and Wales under company number 2904587 whose registered office is at One Eversholt Street London NW1 2DN (Network Rail);
- (4) **Countryside Zest (Beaulieu Park) LLP** of The Drive, Brentwood, Essex, CM13 3AT (Countryside Zest)

1. RECITALS

- 1.1 This Memorandum of Understanding sets out how the Parties will work together to progress the successful delivery of the Project.
- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. DEFINITIONS

Beaulieu Station	means the working name of the new station planned for North East Chelmsford
Business Case(s)	means the business case(s) required to satisfy investment in and the development of Beaulieu Station. Separate business cases will be required to satisfy Network Rail, South East Local Enterprise Partnership (SELEP) and Department for Transport (DfT)
Development Services Agreement	means the agreement or agreements between Essex and Network Rail under which Network Rail will provide services relating to the design and development of Beaulieu Station and under which Essex will pay for such services
Framework Agreement	means the agreement to be entered into between

		Countryside Zest and Network Rail relating to the RDR Bridge and land and rights relating to the Project, Railway Infrastructure and ancillary facilities.
Great Eastern Main Line		means the rail line connecting London to Norwich which runs through Chelmsford
GRIP		means Governance for Railway Investment Projects, Network Rail's project management methodology
High Level Programme Implementation Agreement		means the programme at Annex A means the agreement or agreements to be entered into between Essex and Network Rail under which Network Rail will provide services and works relating to the design and implementation of the Project and under which Essex shall pay for such services and works
Local Growth Fund		means the Local Growth Fund (LGF) administered by SELEP
MOU		means this Memorandum of Understanding
Party or Parties		means the parties to this MOU
Planning Permission		means either planning permission reference number 09/01314/EIA granted on the 7 th March 2014 for the wider Beaulieu development and/or planning permission reference number 10/00021/EIA granted on 28 th May 2013 for Beaulieu Station (as the context so admits)
Project		means the development of a new railway station at Beaulieu, Springfield, Chelmsford on the Great Eastern Main Line, on a site 2.72 miles to the north-east of Chelmsford Station. The specific configuration of platforms and tracks continues to be discussed between the Parties. The new station includes proposals for approximately 1,400 car parking spaces at the station, including 25 disabled spaces, comprising 300 premium spaces and 1,100 spaces in a multi-storey car park. Cycle parking and storage for 500 cycles will be provided. The station will also be a bus interchange for services in the Springfield area.
Project Steering Group		means a group of officers or individuals from each of the respective Parties constituted in accordance with clause 6 of this MOU
Project Team		means a group of officers or individuals from each of the respective parties to this MOU constituted in accordance with clause 6 of this MOU
Radial Distributor Road (RDR)		means a new radial distributor road connecting Essex Regiment Way and the Boreham Interchange
RDR Bridge		means the demolition of the existing Generals Lane road bridge and the construction of a new road bridge over the railway intended to form part of the RDR
Railway Infrastructure		means the associated railway infrastructure which forms

	part of the Project which includes trackwork, overhead line equipment and signals
Reference Group	means a group of stakeholders who will be engaged at key points during the development of the project with a view to seeking their support and approval
Section 106 Agreement	means a Section 106 agreement made between Chelmsford, Essex, Countryside Zest, Countryside Properties (UK) Limited and other parties associated with the Planning Permission dated 7 th March 2014 (Ref 09/01314/EIA)
SELEP	means the South East Local Enterprise Partnership

3. BACKGROUND

- 3.1 The Parties have agreed to work together on the Project.
- 3.2 The Parties wish to record the basis on which they will collaborate with each other on the Project. This MOU sets out:
- (a) the key objectives of the Project;
 - (b) the principles of collaboration;
 - (c) the governance structures the Parties will put in place; and
 - (d) the respective roles and responsibilities the Parties will have during the Project.
- 3.3 It is currently anticipated that the funding for the Project will come from contributions made as follows:
- (a) £22 million will be paid by Countryside Zest to Chelmsford through the Section 106 Agreement payments at agreed intervals and then to Essex and it is noted by the Parties that £1,650,000 has already been paid to Chelmsford by Countryside Zest
 - (b) a further £12 million will be paid by the Local Growth Fund administered by SELEP to Essex (as the accountable body for SELEP funding)
- together "the Funding"
- 3.4 It is acknowledged between the Parties that it is currently anticipated that the Funding will be transferred from Essex to Network Rail at such intervals to be agreed between the Parties.
- 3.5 The Parties acknowledge that notwithstanding any other term of this MOU Network Rail is not authorised to make any financial contributions to the

Project, RDR or the RDR Bridge. To the extent that the cost of the Project is greater than the Funding, Network Rail will not be liable for any shortfall and in order for the Project to proceed any such shortfall will need to be funded by means other than Network Rail. In the event that there is a gap in funding, any commitment to a contribution to such a gap anticipated from ECC will require authorisation through the relevant formal ECC governance process.

4. KEY OBJECTIVES FOR THE PROJECT

- 4.1 Subject at all times to clauses 3.3 to 3.5 the Parties agree in good faith to negotiate and conclude the documentation and actions necessary for the Project to achieve the objectives set out at clause 4.2 below.
- 4.2 The current objectives of the Project are to develop a design of Beaulieu Station and associated Railway Infrastructure anticipating the future usage of Beaulieu Station, which will satisfy all technical, legislative and statutory requirements; and all necessary agreements and consents and subject at all times to clause 3.5 with a view to delivering the Project within the overall Funding.

5. PRINCIPLES OF COLLABORATION

The Parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) Collaborate and co-operate. Establish and adhere to the governance structure set out in this MOU to progress the relevant activities as and when they are required;
- (b) Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
- (c) Be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) Learn, develop and seek to achieve full potential. Subject at all times to rules on data protection, legal privilege and clauses 10 and 11 share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) Adopt a positive outlook. Behave in a positive, proactive manner;
- (f) Adhere to statutory requirements and best practice. Where relevant seek to comply with all applicable laws and standards including EU

procurement rules, data protection and freedom of information legislation;

- (g) Act in a timely manner. Recognise the High Level Programme for the Project and where possible respond accordingly to requests for support;
- (h) Manage stakeholders effectively;
- (i) Deploy appropriate resources. Where possible aim to provide sufficient and appropriately qualified resources who are authorised to fulfil the responsibilities set out in this MOU; and
- (j) Act in good faith to support achievement of the objectives and compliance with these Principles.

6. PROJECT GOVERNANCE

6.1 Overview

The governance structure defined within this clause 6 provides a structure for the development and delivery of the Project.

6.2 Guiding principles

6.2.1 The following guiding principles are agreed. The Project's governance will:

- (a) provide strategic oversight and direction;
 - (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
 - (c) aligned with Project scope and each Project stage (which may require changes over time);
 - (d) provide coherent, timely and efficient decision-making;
- together ("the Guiding Principles")

6.3 Project Steering Group

- (a) The **Project Steering Group** will act in accordance with the Guiding Principles.
- (b) The Project Steering Group will consist of representatives of each of the Parties including as follows:

Essex: Cabinet Member for Highways and Transportation and Head of Commissioning Connected Essex Integrated Transport

Chelmsford: Leader of the Council, Cabinet Member for Planning and Economic Development, Chief Executive

Network Rail: Project Sponsor

Countryside Zest: Project Director and Technical Director

- (c) The Project Steering Group shall be managed in accordance with the terms of reference set out in Annex B to this MOU.
- (d) The Project Steering Group can invite additional participants to their meetings based on the requirements of the agenda by the agreement and prior consent of the Parties, such consent not to be unreasonably withheld or delayed.

6.4 Project Team

- (a) The Project Team will be responsible for the delivery of the Project. It will provide assurance to the Project Steering Group that the key objectives (as identified at clause 4) are being met and that the Project is performing within the boundaries set by the Project Steering Group. The Project Team will also advise the Project Steering Group during the Project and provide regular updates on progress of the Project.
- (b) The Project Team consists of representatives from each of the Parties. The Project Team shall have responsibility for the creation, execution and reporting of the Project plan and deliverables, reporting to the Project Steering Group, undertaking stakeholder engagement, working with the Reference Group, commissioning professional support, developing Business Cases and creating all Project deliverables. The Project Team will be able to draw technical, commercial, legal and communications resources as appropriate into the Project Team.
- (c) The core Project Team members are:

Essex: Head of Commissioning Connected Essex Integrated Transport, Transport Strategy Manager, Principal Regeneration & Economic Growth Officer

Chelmsford: Director for Sustainable Communities, Inward Investment, Economy & Growth Manager, Planning Policy Manager, Senior Planning Officer with responsibility for the wider Beaulieu Park development

Network Rail: Project sponsor, Project manager

Countryside Zest Mayer Brown acting on behalf of Countryside Zest

- (d) The Project Team can invite additional participants to their meetings based on the requirements of the agenda by the agreement and prior consent of the Parties, such consent not to be unreasonably withheld or delayed.
- (e) The Project Team shall meet monthly, unless otherwise agreed.

6.5 Reporting

Project reporting shall be undertaken at three levels:

- (a) **Project Team:** Minutes and actions will be recorded for each Project Team meeting. Any additional reporting requirement shall be at the discretion of the Project Team.
- (b) **Project Steering Group:** Reporting shall be monthly, based on the minutes from the Project Team highlighting: progress this period; issues being managed; issues requiring help (that is, escalations to the Project Steering Group) and progress planned next period and/or aligned with the frequency of the Project Steering Group meetings.
- (c) **Organisational:** the Project Team members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Project Team before being issued.

7. ROLES AND RESPONSIBILITIES

7.1 Subject at all times to data protection rules and clauses 9, 10 and 11, where applicable the relevant Party and/or Parties will aim to:

- (a) provide all reasonable data necessary to support the various business cases and scheme justification requirements, and meet submission deadlines;
- (b) share freely data between the Parties to support the development of the Business Cases and co-ordinate work to avoid duplication;
- (c) provide all information reasonably required to see that the relevant submission deadlines are achieved;
- (d) support and deliver as appropriate all necessary materials needed to support statutory processes required by the Project;
- (e) see that the Project is appropriately resourced and has capacity to deliver the Project to the agreed programme;
- (f) provide appropriate representation on the Project Steering Group;
- (g) carry out all the necessary work having due regard to the High Level Programme and other key milestones agreed between the Parties;

- (h) undertake all work that is necessary to secure funding and other approvals for the Project;
- (i) put in place the necessary agreements to cover the design and construction of Beaulieu Station;
- (j) provide land free of encumbrances necessary for the delivery of Beaulieu Station and associated infrastructure;
- (k) ensure that appropriate staff are available to attend meetings;
- (l) subject at all times to clause 12 work together to deliver the Project;

7.2 The Parties shall undertake the following roles and responsibilities to deliver the Project:

Party	Responsibility
Essex	<ul style="list-style-type: none"> • Lead production of the Business Case to secure SELEP funding • Provide the interface between Project delivery and SELEP and draw down funding to the schedule agreed with SELEP • Ensure that LGF payments for the Project, once received, are spent on the Project provided that the parties acknowledge that Essex is only responsible for payment of the SELEP and LGF funding to the extent that the funding is paid to Essex as an accountable body. • Ensure all necessary approvals to allow the implementation, construction and retention of the RDR Bridge are granted as soon as practical although nothing in this MOU shall fetter Essex's discretion in its role as Highway or Planning Authority. • Enter into the Development Services Agreement, Implementation Agreement and any other agreement with Network Rail to progress and develop the Project and pay Network Rail all monies under such agreements • At nil cost to Network Rail provide to Network Rail any such land, access and rights it needs to develop the Project, RDR and RDR Bridge • Enter into all agreements required by Network Rail for the construction, development and maintenance of the RDR Bridge and in particular the adoption of the RDR Bridge by Essex • Support Network Rail in obtaining any regulatory or statutory consents that may be required to deliver the Project, RDR and RDR Bridge

Chelmsford	<ul style="list-style-type: none"> • Organise and facilitate meetings of the Project Steering Group and Project Team • Ensure that contributions for Beaulieu Station due pursuant to the Section 106 Agreement are made in accordance with the requirements of the Section 106 Agreement • Subject at all times to clause 3.5, upon receipt of payment of a sum (if appropriate) from the Funding to be agreed in writing between Chelmsford and Network Rail, following advice from their respective valuers in accordance with section 123 of the Local Government Act 1972, Chelmsford shall provide to Network Rail such land, access and rights it needs to develop the Project and the RDR Bridge— • Enter into all agreements required by Network Rail for the construction, development and maintenance of the RDR Bridge to the extent that the same are linked to Chelmsford's obligations as a planning authority • Support Network Rail in obtaining any regulatory or statutory consents that may be required to deliver the Project, RDR and RDR Bridge
Network Rail	<ul style="list-style-type: none"> • Enter into the Development Services Agreement and the Implementation Agreement with Essex and any other agreements to develop the Project in accordance with this MOU • Satisfy requirements of the GRIP methodology into the operational stage and develop a clear programme for overall delivery • Enter into all necessary agreements with the relevant Parties for the construction of the RDR Bridge provided that Network Rail shall have no payment obligations under or in relation to any such agreements. • Where possible plan the Project to identify opportunities to integrate delivery with other appropriate enhancement and renewals schemes funded by Network Rail • In the event that any future committed Great Eastern Main Line enhancement schemes require additional rail infrastructure at Beaulieu Station over and above the Project then in conjunction with Essex and Chelmsford seek to identify the necessary funding and where practicable seek to include these enhancements into the final scope for Beaulieu Station • Where Network Rail is looking to carry out

	<p>works forming part of the Project where the funding of the Project comes from Essex it will keep Essex informed of its proposed procurement strategy and in particular whether the works will be carried out by a Network Multi Functional Framework ("MFF") Contractor pursuant to the relevant MFF Contract or whether NRIL will carry out a further competitive tender process for the relevant works for Project in accordance with the Utilities Contracts Regulations 2006 and/or the Public Contract Regulations 2015 as the case may be</p>
Countryside Zest	<ul style="list-style-type: none"> • Ensure contributions towards Beaulieu Station are made in accordance with the requirements of the Section 106 Agreement • Provide any such access required by Network Rail over land owned and/or controlled by Countryside Zest during the construction phase of the Project in addition to access to the Project site in accordance with the Framework Agreement . • Ensure that highway access, maintenance access, rights of way, public transport access and walking/cycling routes are available to Beaulieu Station, Project, RDR and RDR Bridge and as permitted by and agreed with the Parties • Share all work previously undertaken in support of Beaulieu Station with the Parties to help speed up the development of the required Business Cases • Enter into all agreements required by Network Rail for the construction, development and maintenance of the RDR Bridge as are currently contemplated by the Framework Agreement together with any other agreements that are reasonably necessary as the details of the RDR Bridge progress • At nil cost to Network Rail provide Network Rail with such land, access, services and rights it needs to develop the Project, RDR and RDR Bridge. It is acknowledged that the Parties will use reasonable endeavours to see that the land take for the Project will be as shown in the Planning Permission for Beaulieu Station, however, as the design and development of the Project progresses, further land take may be required in order to deliver an operationally acceptable Project • Support Network Rail in obtaining any regulatory or statutory consents that may be required to deliver the Project, RDR and RDR Bridge

	<ul style="list-style-type: none"> • Enter into any agreements with Network Rail in respect of the wider Beaulieu development detailed under the Planning Permission
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8. ESCALATION

8.1 If any Party has any issues, concerns or complaints about the Project, or any matter in this MOU, that Party shall notify the other Parties and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Steering Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Steering Group within 28 days, the matter may be escalated to the Chief Officers of the Parties for resolution, who will be as follows:

- (a) Network Rail - Richard Schofield, Route Managing Director
- (b) Chelmsford - David Green, Director of Sustainable Communities
- (c) Essex - Paul Bird - Director for Commissioning; Transport and Infrastructure
- (d) Countryside Zest – Andrew Carrington, Member Representative

8.2 If any Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000 (or similar legislation)) in relation to the Project, the matter shall be promptly referred to the Project Steering Group (or its nominated representatives). Unless unavoidable, no action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Steering Group (or its nominated representatives).

9. FREEDOM OF INFORMATION

9.1 This clause is legally binding.

9.2 The Parties acknowledge that:

- (a) Network Rail, Essex and Chelmsford may be required, under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (collectively, the Information Acts), to disclose information relating to the subject matter of this Contract; and

- (b) notwithstanding any other provision in this Contract, Network Rail, Essex and Chelmsford shall each be responsible for determining in their absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

- 9.3 The Parties shall provide all necessary assistance and cooperation as reasonably requested by another Party to enable that Party to comply with its obligations under the Information Acts.

10. INTELLECTUAL PROPERTY

- 10.1 This clause is legally binding.
- 10.2 The Parties intend that any intellectual property rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any intellectual property rights created jointly by employees of more than one Party in the Party that is lead party noted in clause 7 above for the part of the Project that the intellectual property right relates to).
- 10.3 Where any intellectual property right vests in one or more Parties in accordance with the intention set out in clause 10.1 above, that Party or Parties shall grant an irrevocable licence to the other Party or Parties to use that intellectual property for the purposes of the Project.

11. CONFIDENTIALITY AND ANNOUNCEMENTS

- 11.1 This clause is legally binding.
- 11.2 The Parties agree to regard as confidential, unless any Party is obliged by law, any governmental or other regulatory authority, or by a court or other 3rd party authority of competent jurisdiction to make the information publicly available, information acquired from or disclosed by the other in connection with, or as a direct result of this MOU or its procedures
- 11.3 The Parties will take reasonable steps to comply with the provisions of this clause and shall also take reasonable steps to see that its employees, agents or contractors and sub-contractors similarly comply.
- 11.4 No Party can make any announcement relating to this MOU or its subject matter without the consent of the other Parties except as required by law or any legal or regulatory authority.

12. TERM AND TERMINATION

12.1 This MOU shall expire on the earlier of the Project becoming operational or any Party terminating this MOU by giving at least three months' notice in writing to the other Parties at any time.

12.2 The Parties acknowledge that during the period that a Development Services Agreement, Implementation Agreement, Framework Agreement or any other related document to the Project is in force ("the Other Agreements"), where there is any conflict in terms the provisions of the Other Agreements shall take precedence over this MOU.

13. VARIATION

This MOU, including the Annexes, may only be varied by written agreement of the Parties.

14. CHARGES AND LIABILITIES

14.1 Except as otherwise provided and except for Network Rail, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU.

14.2 All Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and none of the Parties shall be liable for any loss suffered by any other Party as a result of this MOU.

15. STATUS

15.1 All Parties recognise that apart from clauses 9, 10 and 11 this MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from this MOU. This MOU will not affect the statutory duties, regulatory responsibilities or the legal rights, responsibilities and obligations of the Parties.

15.2 Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party as the agent of any other Party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of any of the other Parties.

16. GOVERNING LAW AND JURISDICTION

This MOU shall be governed by and construed in accordance with English law, without affecting the escalation procedure set out in clause 8, each party

agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

17. SIGNATURES

Signed for and on behalf of **ESSEX COUNTY COUNCIL**

Signature:



Name:

.....
ROONEY BASS
.....

Position:

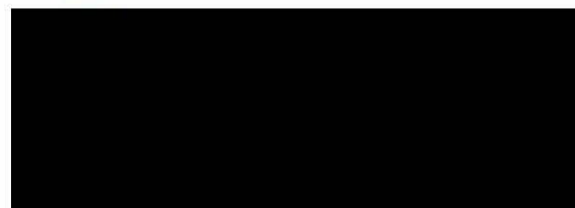
.....
CLLR - CABINET MEMBER FOR INFRASTRUCTURE
.....

Date:

.....
7 DECEMBER 2015
.....

Signed for and on behalf of **CHELMSFORD CITY COUNCIL**

Signature:



Name:

.....
CLLR PAUL HUTCHINSON
.....

Position:

.....
MAJOR OF CHELMSFORD
.....

Date:

.....
7 DECEMBER 2015
.....

Signed for and on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED**

Signature:



Name:

.....
ROBERT FAIRHEAD
.....

Position:

.....
SENIOR PROGRAMME DEVELOPMENT MANAGER
.....

Date:

.....
7 DECEMBER 2015
.....

Signed for and on behalf of **COUNTRYSIDE ZEST (BEAULIEU PARK) LLP** acting by two members:


Duly authorised signatory of
Countryside Properties (Joint Ventures)
Limited, Member:

Signature:

Name:

Position:

Date:


GRANT CHERLEY
CEO NEW ROUTES AND COMMUNITIES
7 DECEMBER 2015

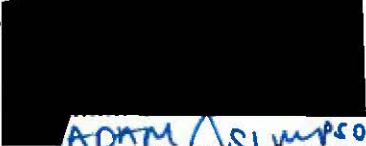
Duly authorised signatory of L&Q New
Homes Limited, Member

Signature:

Name:

Position:

Date:


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7 DEC 2015

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Annex A – High Level Programme

	BEAULIEU STATION GRIP PLAN ACTIVITY
2016	GRIP Stage 2 - Review of Previous Studies GRIP Stage 2 - Inception GRIP Stage 2 - Completion
2017	GRIP Stage 3 Inception GRIP Stage 3 Development
2018	GRIP Stage 3 Completion Secure other Statutory consents (e.g. Transport & Works Act continues into 2020)
2019	GRIP Stage 4 - Inception GRIP Stage 4 - Development Phase GRIP Stage 4 – Completion GRIP Stage 5 - Inception
2020	GRIP Stage 5 - Development Phase GRIP Stage 5 – Completion GRIP Stage 6 – Construction Starts
2021	GRIP Stage 6 - Construction continues
2022	GRIP 6 Construction completed GRIP Stage 7 - Hand back GRIP Stage 8 - Close-out (Project completed)

Annex B – Project Steering Group Terms of Reference

The Project Steering Group shall:

1. Be chaired by Essex
2. Be quorate when at least one representative from each of the Parties is present
3. Be advisory in nature
4. Be able to co-opt other members as necessary
5. Check the performance of the Project and the delivery of its services
6. Review the Project's expenditure relative to the anticipated costs and the funding contributions using information provided by the Project
7. Review the Project's progress relative to the programme using information provided by the Project
8. Consider variations to the works contract advised by the Project, and make recommendations as to how to proceed.
9. Issue recommendations to the Project to manage costs and programme and other aspects of the Project
10. Act as an informal forum for resolving disputes escalated from the Project, works contractor, etc.
11. Maintain an overview of stakeholder management and external issues in relation to the Project



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Please call 01245 606330

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