

# Hampshire Heathland Project

## *The management of Hazeley Heath; consultant's brief*



### 1. Background to the full Project

- 1.1. Hazeley Heath is a 160ha site in north Hampshire. It is registered common land, a Site of Special Scientific Interest (SSSI) and part of the Thames Basin Heaths 'Special Protection Area' (SPA). A plan of the site to be considered is attached (appendix 1).
- 1.2. The site has two main landowners, a private trust and Hart District Council, but a number of other individuals own small sections of the common.
- 1.3. A management plan was produced in 2002, commissioned by Hart District Council and funded by English Nature.
- 1.4. This management plan recommended that appropriate grazing would benefit the wildlife of the site, but no specific suggestions for its implementation were provided.
- 1.5. A 'grazing feasibility study' was produced by Hart District Council and the Hampshire Heathland Project in order to explore a number of different options to introduce conservation grazing.
- 1.6. Both the management plan and grazing feasibility study were published for consultation in 2004.
- 1.7. There was considerable, vocal public opposition to proposals to introduce grazing to Hazeley Heath, so it was felt by the 'Hazeley Heath management committee' – consisting of representatives from English Nature, Hart District Council, Hampshire Heathland Project and a local naturalist – that further consultation was required.
- 1.8. Coincidentally the University of Gloucester were producing a document on behalf of English Nature, The Department of the Environment, Food and Rural Affairs, the Open Spaces Society, the Countryside Agency and the National Trust outlining a recommended procedure for consultation about undertaking management work on registered common land – 'A Common Purpose: A guide to agreeing management on common land'.
- 1.9. It was decided by the Hazeley Heath management committee to put the implementation of the management plan on hold and follow the procedure outlined in 'A Common Purpose'.
- 1.10. 'A Common Purpose' recommends the following stages:
  - a. Obtaining stakeholder perspectives about what they value about the heath

- b. Examining the range of management options available in order to improve/maintain those features that are valued.
  - c. Selecting the most appropriate management options
- 1.11. In order to complete Stage 1 a series of meetings have been undertaken. Local stakeholders were invited to give their views on the following topics:
- What do you like about the Heath – what are its good points?
  - What would you like to see improved on the Heath – what are its bad points?
  - What are your hopes for the future of the Heath – broad aims?
  - Identify key areas of agreement and concern
- 1.12. These views were collected and stakeholder representatives were selected for future meetings.
- 1.13. A number of ‘non-local stakeholders’ have been approached for their views on the management of Hazeley Heath. These tend to be organisations which have an interest in nature conservation, access or the management of the countryside in general.
- 1.14. This contract is to complete stages 1, 2 and 3 of ‘A Common Purpose’. Assistance will be provided by the ‘management committee’ where required, but it is important that all results are seen to be impartial and unbiased.
- 1.15. The final outcome of this project is to produce a number of rationalised management prescriptions for Hazeley Heath to meet the aims of all stakeholders, in the form of a simple management plan.

## **2. Key tasks to be undertaken under this contract**

### **2.1. Familiarisation with the background to this project, especially:**

- a. the importance of Hazeley Heath as a resource for biodiversity and recreation
- b. legislation relevant to the management of Hazeley Heath
- c. the guidelines for the consultation process recommended in ‘A Common Ground’.
- d. an understanding of the individuals and organisations involved in the management of Hazeley Heath
- e. **OUTCOME A:** A good understanding of the above issues.

### **2.2. Weight and rank the ‘management aims’ discerned in stage 1 of the consultation exercise**

- a. The consultant will be responsible for producing a method by which the ‘management aims’ can be placed in order of priority.

- b. This may be undertaken by producing a system of weighting the 'management aims' depending on a number of criteria to be proposed by the consultant and agreed by the Contract Manager. Such criteria may include statutory duties, the number of people/organisations with similar views and the legitimacy of the stakeholder group.
- c. The 'management aims' should be placed in rank order of priority, either individually or in groups with headings to denote and explain their priority.
- d. A report giving the ranked 'management aims' and explaining the ranking methodology provided to the Contract Manager and, following agreement, sent to all stakeholders with covering letter requesting comment. A suitable length of time should be allowed for comment.
- e. **OUTCOME B:** Report with ranked 'management aims' and ranking methodology sent to all stakeholders with covering letter.

**2.3. A range of practical 'management options' to achieve the 'management aims' determined in 'task a' should be produced with the following 'associated information': benefits, costs (both financial and otherwise, long and short term) and wider implications.**

- a. The 'management options' should be based on sound countryside management 'best practise' and should be obtained from a variety of sources.
- b. Each 'management aim' may have a number of 'management options' that will achieve the same, or similar aim.
- c. Those 'management aims' with a higher ranking (from task b) should have more detail provided in the 'associated information'
- d. The 'associated information' should allow a layman to make a balanced decision as to which 'management option' they would prefer.
- e. Practical examples of the benefits, costs and wider implications should be provided where possible.
- f. The 'management options' and their 'associated information' should be presented in a report to the Contract Manager and, following agreement, made available to the stakeholders and comments requested. A suitable length of time should be allowed for comment.
- g. The Contractor will hold a meeting with the representatives of the stakeholder groups to gauge their response to the suggested 'management aims' and to discuss other options. The contractor will be responsible for organising, chairing and collating the responses from this meeting. The Contractor will be responsible for deciding

how best to illustrate and explain the 'management options' so that balanced decisions can be made.

- h. Any further relevant 'management options' suggested by stakeholders to the Contractor at this stage should be investigated and 'associated information' produced for each.
- i. A further report should be produced listing all 'management aims', 'management options' and 'associated information' suitable for publication to the stakeholders for comment.
- j. **OUTCOME C:** Report produced listing all 'management aims', 'management options' and 'associated information' made available to stakeholders with covering letter requesting comment.

#### **2.4. Collation of responses to 'task c' and selection of the most appropriate 'management options' to meet the aims of the stakeholders based upon these responses.**

- a. The consultant will select the most appropriate 'management options' based on the responses of stakeholders to 'OUTCOME C'.
- b. A report should be provided to the Contract Manager consisting of: the 'management aims', the selected 'management options' with their 'associated information' and a rationale for why they were selected.
- c. This report should form a simple management plan recommending the management to be implemented at Hazeley Heath.
- d. Following agreement with the Contract Manager the report should be made available to stakeholders for comment. A suitable length of time should be allowed for comment.
- e. **OUTCOME D:** A final report in the form of a simple management plan recommending the management to be implemented at Hazeley Heath, made available to all stakeholders and notification sent to all stakeholders.

### **3. Products required:**

The outcomes listed above:

- a. A good understanding of the issues listed in 'task a'.
- b. Report with ranked 'management aims' and ranking methodology sent to all stakeholders with covering letter.
- c. Report produced listing all 'management aims', 'management options' and 'associated information' made available to stakeholders with covering letter requesting comment.
- d. A final report in the form of a simple management plan recommending the management to be implemented at Hazeley Heath, sent to all stakeholders with a covering letter.

- These products should be made available to the Contract Manager as hard and electronic copies, suitable for opening using Word 2000.
- Where they are to be 'sent to all stakeholders' a list of contact information will be made available. This can either be done by email (preferred) or by post and made available on the Heathland Project and Hart DC websites.
- Where they are to be 'made available to all stakeholders' the information should be sent to all stakeholder representatives and made available on the Heathland Project and Hart DC website.
- All documents must be approved by the Contract Manager before being published.
- The Contract Manager expects good communication with the Contractor. This will be by telephone, email and in person at the County Council offices in Winchester.

#### 4. Available Resources

The following resources can be made available to the Contractor from the Contract Manager on request:

- Relevant documents to reach Outcome A:
  - Maps of Hazeley Heath
  - Past and present management plans
  - Ecological surveys and other relevant reports
  - A Common Purpose: A guide to agreeing management on common land'
  - Any other relevant information held by Hampshire County Council, Hart District Council or English Nature.
- The 'management aims' discerned in stage 1
- Details of stakeholders and stakeholder representatives. There are approximately 100 stakeholders and 20 stakeholder representatives. This number may change during the course of this contract.
- The 'management committee' will hold regular update meetings to which you will be invited. These will allow progress tracking and information sharing.

#### 5. Timetable

Tender documents issued	3 February 2006
Tenders received	3 March 2006
Evaluation of tenders by management committee	9 March 2006
Contract let	10 March 2006
Initial meeting	Week beginning 20 March 2006
Outcome B	13 April 2006
Outcome C	16 June 2006

Outcome D	18 August 2006
Completion of Project	1 September 2006

## 6. Payment

Payment will be made on completion of the work or in two staged payments following completion of Tasks a, b and c (including full write-up), and on delivery of final report and associated material.

In the event of termination or suspension of the commission the Contactor shall be entitled to payment of a reasonable proportion of the interim payment or at the agreed hourly rate, whichever is applicable, for all work carried out to the date of termination or suspension. See also Section 8.8 in the Standard Conditions of Contract for Consultants.

## 7. Contract Management

The Contract will be managed by Hampshire County Council's Heathland Project, with guidance from the Hazeley Heath 'management committee' consisting of representatives from English Nature, Hart District Council, the Open Spaces Society and a local resident.

The Hampshire Heathland Project is a five year, Heritage Lottery funded project that is currently part of the English Nature led Tomorrow's Heathland Heritage programme. The Project officer is Alex Cruickshank:

Hampshire County Council  
Environment Department  
The Castle, Winchester  
SO23 8UD  
01962 845074  
07818014209  
alex.cruickshank@hants.gov.uk

## 8. Standard Conditions of Contract for Consultants

### 8.1. Interpretation

a. In these conditions:

- i. "Brief" means the documents setting out the requirements of the Employer and appended to the invitation to tender (sections 1-7 of this document)
- ii. "Consultant" means the person or persons firm or company whose tender has been accepted by the Employer and includes the consultant's personal representatives successors and permitted assigns.
- iii. "Contract" means these conditions together with the Brief and the invitation to tender, the tender response, the written acceptance thereof and the Memorandum of Agreement.
- iv. "Employer" means Hampshire County Council of The Castle, Winchester and includes the Employer's personal representatives or successors.

- v. "Project Manager" means the Director of Environment for the time being of Hampshire County Council or her accredited representative.
- vi. "Task" means the work that is described in the Brief in respect of which the Employer has engaged the Consultants to provide professional services.

## **8.2. Care and Diligence**

- a. The consultants shall in the discharge of all the duties hereunder agreed to be performed by them exercise reasonable skill, care and diligence.

## **8.3. Compliance with the Brief and Employer's Instructions**

- a. The Consultants shall in carrying out their duties hereunder conform to and comply with the terms of the Brief and all subsequent instructions of the Project Manager, which shall be confirmed in writing, so far as such instructions are applicable to the Task or to the services hereunder agreed to be performed by them, and in the case of any conflict between the terms of the Brief and any subsequent instructions the subsequent instructions shall prevail.
- b. The Consultants shall obtain the prior approval of the Project Manager to any modification of any approved design or to any variation or omission from or addition to the Task or to their duties under the Brief as approved by the Employer (not being a modification, variation or omission made by the Consultants in accordance with such discretion as may be delegated in writing to them in that behalf by the Employer).

## **8.4. Employer to provide plans etc**

- a. The Project Manager shall provide such plans, documents and information relevant to the Task as may be necessary to enable the Consultants to carry out their duties hereunder.

## **8.5. Consultation**

- a. The Consultants shall as the work progresses consult the Project Manager and keep him informed in all matters connected with the work in such manner and at such times as he may require.
- b. Where necessary the Consultants shall collaborate and confer with any other Consultants or any employees of the Employer in connection with the Task.

## **8.6. Attendance at Meetings**

- a. The Consultants shall attend or be represented by a person approved by the Employer at all meetings convened by the Employer in connection with the Task to which they may be invited and shall advise and assist the Project Manager, the Employer, and its officers on all matters relating to the Task which be within the scope of the duties the Consultants have assumed under this Contract.

### **8.7. Commencement Time and Delays**

- a. The Consultants shall commence the work as indicated in the Brief. Thereafter the Consultants shall proceed with the work with due expedition and without delay in accordance with the Contract and shall complete the Task within the period specified in the Brief.
- b. If the Consultants shall fail to perform the Task or any part thereof with due diligence and expedition, or shall refuse or fail to comply with any reasonable instruction given to them in writing by the Project Manager in connection with such default the Employer may give notice to the Consultants to make good such failure.
- c. If the Consultants should fail to comply with the notice referred to in Clause 8.7b within seven days from receipt of such notice then without prejudice to any other right he may have under the Contract the Employer may, subject to prior notification to the Consultants terminate the contract and employ others to perform the Task. If the cost to the Employer of employing others to perform the Task shall exceed the charge which would have become payable to the Consultants then the Employer shall have the right to recover from the Consultants the excess cost.

### **8.8. Payments**

- a. Payments will be made in accordance with the provisions given in the Brief, provided that no payment shall be made without the prior certification by the Project Manager.
- b. Where a payment under Clause 8.8b is to differ from that certified or the employer is to withhold payment after the final date for payment of a sum due under the contract, the employer shall notify the contractor in not less than one day before the final date for payment specifying the amount proposed to be withheld and the grounds for withholding payment.

### **8.9. Confidentiality and Freedom of Information Act**

- a. Relevant Definitions:
  - i. "Commercially Sensitive Information" means information that constitutes a trade secret;
  - ii. "Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and the Commercially Sensitive Information;

- iii. "Environmental Information Regulations" means the Environmental Information Regulations 2004;
- iv. "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation;
- v. "Information" has the meaning given under section 84 of the Freedom of Information Act 2000;
- vi. "Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations.

#### **8.10. Confidentiality**

- a. The Consultants and the Employer shall keep confidential any information obtained under the Contract and shall not divulge the same to any third party without the consent in writing of the other party.
- b. The provisions of this Clause shall not apply to:
  - i. any information in the public domain otherwise than by breach of this contract;
  - ii. information in the possession of the receiving party thereof before divulgence as aforesaid;
  - iii. information obtained from a third part who is free to divulge the same.
- c. The Consultant and the Employer shall only divulge confidential information to those employees who are directly involved in the Contract and will ensure that such employees are aware of and comply with the obligations as to confidentiality.

#### **8.11. Freedom of Information**

- a. The Party acknowledges that the other Party is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and each Party shall assist and co-operate with the other (at their own expense) to enable the other Party to comply with these Information disclosure obligations.
- b. Where a Party received a Request for Information in relation to Information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall) :-
  - i. transfer the Request for Information to the other Party as soon as practicable after receipt and in any event with two working days of receiving a Request for Information;
  - ii. provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five working days (or

such other period as the client may specify) of the Client's requesting that Information ; and

- iii. provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA.
- c. Where a Party receives a Request for Information which relates to the Contract, it shall inform the other Party of the Request for Information as soon as practicable after receipt and in any event with two Working Days before disclosure.
- d. Where a Party determines that Information (including Confidential Information) must be disclosed pursuant to Clause 2.3 it shall notify the other Party of that decision at least two Working Days before disclosure.
- e. Each Party shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and / or any other Information :-
  - i. is exempt from disclosure under the FOIA or the Environmental Information Regulations ;
  - ii. is to be disclosed in response to a Request for Information
- f. Each Party acknowledges that the other Party may be obliged under the FOIA or the Environmental Information Regulations to disclose Information.
  - i. without consulting with the other Party, or
  - ii. following consultation with the other Party and having taken its views on account.
- g. Each Party acknowledges that any lists or schedules provided by it outlining Confidential Information, are of indicative value only and that the other Party may nevertheless be obliged to disclose Confidential Information in accordance with Clause 8.11.5

#### **8.12. Data Protection Act 1998**

- a. The Contractor shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.
- b. The Contractor shall not disclose Personal Data to any third parties other than:
  - i. to employees and sub-contractors to whom such disclosure is reasonably necessary in order to carry out the Service; or
  - ii. to the extent required under a court order
  - iii. provided that disclosure under paragraph (a) is made with the approval of the Council and subject to written terms no less stringent than the terms contained in this clause and that the Contractor shall give notice in writing to the Council of any disclosure of Personal Data it or a sub-contractor may make under paragraph (b) immediately it is aware of such a requirement.

- c. The Contractor shall indemnify and keep indemnified the Council against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this clause by the Contractor and/or any act or omission of any sub-contractor.
- d. The Contractor is required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998.
- e. In this clause “Personal Data” means personal data as defined in the Data Protection Act 1998 which is supplied to the Contractor by the Council or obtained by the Contractor in the course of performing the Services.

### **8.13. Copyright of Documents**

- a. Subject to the provisions of 8.13b below:
  - i. The Employer shall be entitled to the copyright of all drawings, reports, calculations, documents and other materials produced for the purposes of the Task by the Consultants or under their direction or supervision under this Contract;
  - ii. The Consultants shall not use any such documents or materials for any purpose other than the Task.
- b. If the Consultants shall incorporate in any such documents or materials, any idea invention, innovation or design in respect of which they shall prior to the date of this Agreement have obtained or applied for any patent under the Patent Act or registered a design under the Registered Design Act 1949, the foregoing provisions of this Clause shall not operate to prevent the free use and exploration by the Consultant of such idea, invention, innovation or design for any purpose other than the Task.

### **8.14. Ownership of Materials etc.**

- a. On completion of the Task or termination of this Contract all documents and the like and all material and the like purchased by the Consultants at the expense of the Employer for the purpose of the Task shall be handed to the Employer and become his property.

### **8.15. Publication**

- a. The Consultants shall not publish or cause to be published or communicate to any third party, in any form any matter relating to the Works or to any work done under Contract, except with the written consent of the Employer which shall not be unreasonably withheld.

### **8.16. Liability**

- a. The Consultant shall indemnify the Employer and any servant or agent of the Employer against:
  - i. any loss of or damage caused either to any physical property of the Employer or of its servant or agents or by any physical injury (including injury

resulting in death) sustained by the servant or agents of the Employer by reason of any negligent act or omission of the Consultants in the execution of duties under the Contract:

- ii. any loss damage or injury (including injury resulting in death) sustained by any third party in consequence of any negligent act or omission of the Consultants in the execution of duties under the Contract.

#### **8.17. Professional Insurance**

- a. The Consultant shall take out and maintain throughout the execution of their duties in connection with the Task and for 6 years thereafter proper professional indemnity in respect of the Consultants' business generally, which insurance may be limited in respect of any one claim (but shall not be limited in any other respect) PROVIDED THAT such limit shall in any event be a least £5,000,000.
- b. The Consultant shall, whenever required by the Employer produce to the Employer a certificate, signed by or on behalf of the Consultant's insurers/brokers stating that insurance complying with this condition is in force, and the period for which it has been taken out.
- c. In the event that the Consultants shall at any time fail to take out or maintain such insurance, the Employer may take out and maintain such insurance in the Consultants' name and the Consultants shall pay to the Employer the amount of all costs and expenses incurred by the Employer in so doing.

#### **8.18. Bankruptcy or Insolvency**

- a. The Employer may at any time by notice in writing summarily determine this Contract without compensation to the Consultants if the Consultants shall due to bankruptcy or insolvency be prevented or delayed in performing the Task provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Employer.

#### **8.19. Corrupt Gifts**

- a. The Employer shall be entitled to cancel this Contract and to recover from the Consultants the amount of any loss resulting from such cancellation if the Consultants or any person on its behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or if like acts shall have been done by any person employed by the Consultants or acting on its behalf (whether with or without the knowledge of the Consultants) or if any relation to any contract with the Employer the Consultants or any person employed by the Consultants or acting on its behalf shall have committed

any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.

**8.20. Assignment**

- a. Neither the Contract nor any interest hereunder may be assigned by either party without the prior written consent of the other.

**8.21. Waiver**

- a. The failure of either party at any time to enforce any provision of this Contract shall in no way affect its rights thereafter to require complete performance by the other party nor shall the waiver of any breach of any provision or be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.

**8.22. Dispute Resolution**

- a. The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Contract. If any dispute cannot be settled amicably through ordinary negotiations then it shall in the first instance be referred to the ..... for the Consultants and David Pape (Hampshire County Council, County Ecologist) for the Employer for discussion and resolution.
- b. If the dispute is not resolved through discussion between those persons, the dispute will be referred to ..... for the Consultants and the County Personnel and Training Officer for the Council who shall meet within 7 days (or such other period as may be agreed) of the reference to attempt to resolve the dispute.
- c. Each party will use all reasonable endeavours to reach a negotiated resolution to the dispute through the above dispute resolution procedure. If the dispute is not resolved at the meeting of ..... and the County Personnel and Training Officer, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (“the Model Procedure”).
- d. To initiate the mediation, a party must give notice in writing (“ADR notice”) to the other party requesting a mediation in accordance with clause 19.3.
- e. The procedure in the Model Procedure will be amended to take account of
  - i. Any relevant provisions in this Contract
  - ii. Any other agreement which the parties may enter into in relation to the conduct of the mediation (“Mediation Agreement”)
- f. Nothing in this clause will restrict at anytime while the above dispute resolution procedures are in progress or before or after they are invoked, either party’s freedom to commence legal proceedings to preserve any legal right or remedy or to protect any intellectual property or trade secret right.

### **8.23. Severability**

- a. Should any provision of this Contract be or become unlawful then it shall be treated as of no effect and the remaining provisions shall be construed so far as possible to give effect to the intention of the Contract.

### **8.24. Suspension or Termination of the Contract**

- a. If at any time the Employer decides to postpone or abandon the Task, he may thereupon by not less than one months notice in writing to the Consultants, suspend or terminate this Contract and upon any such suspension or termination the Consultants shall be entitled to such fee proportionate to the fee agreed to be paid for the entire Task, as shall be commensurate with the services rendered by them up to the date of suspension or termination:

#### **PROVIDED THAT**

- i. If the Employer so requires at any time within the period of 12 months of such suspension the Consultants shall resume the performance of their services under this Contract and any payment on account towards the fees payable under this Contract.
- ii. If any such suspension extends beyond the period of 12 months the Consultants shall not be required to resume their duties under the Contract other than on terms to be agreed between the parties.

### **8.25. Health and Safety Contract Clauses**

- a. If during the performance of the contract the Health and Safety of any person is endangered then the consultant shall cease work and take immediate steps to remedy the situation.
- b. The consultant shall inform the Employer of all incidents and/or accidents connected with the contract and that occur during the performance of the contract.

### **8.26. Disability Discrimination Act 1995**

- a. The consultant shall in all matters arising in the performance of the Contract conform with the provisions of the Disability Discrimination Act 1995 and any regulations made there under. The cost to the Consultant in meeting the requirements of this clause shall be included in the Contract Price.

### **8.27. Contracts (Rights of Third Parties) Act 1999**

- a. None of the provisions of the agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this agreement.

#### **8.28. Freedom of Information Act 2000 ('FOIA')**

- a. The Consultants recognise that Hampshire County Council ('the Council') is subject to legal duties which may require the release of information under the FOIA or any other applicable legislation governing access to information, and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this contract in any way.
- b. The Consultants will assist the Council to enable it to comply with its obligations. In particular, it acknowledges that the Council is entitled to any and all information relating to the performance of this Contract or arising in the course of performing this Contract. In the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, and requests the Consultant's assistance in obtaining the information that is the subject of such request or otherwise, the Contractor will respond to any such request for assistance at its own cost and promptly, and in any event within seven days of receipt of the Council's request.
- c. The Council shall not be liable for any loss, damage, cost, harm or other detriment however caused arising from the disclosure of information relating to this Contract further to its duties under the FOIA or other applicable legislation governing access to information.

### **8.29. Appendix 1 Plan of Hazeley Heath**

The registered common boundary and the SSSI boundary are not completely coincidental. For the purposes of this Contract, the area to be considered is the Hazeley Heath SSSI and the registered commons CL100 and CL49