

THIS AGREEMENT is made this 14th day of January 2014⁵

Between

1. **The Metropolitan Borough Council of Stockport** of Town Hall Stockport SK1 3XE ("**Stockport**") (1) and
2. **Cheshire East Borough Council** of Westfields, Middlewich Road, Sandbach CW11 1HZ ("**Cheshire East**") (2) and
3. **The Council of the City of Manchester** of Town Hall, Albert Square, Manchester M60 2LA ("**Manchester**") (3)

and collectively referred to as the "**Partnering Parties**" or individually referred to as the "**Partnering Party**".

Recitals

- A. Stockport, Cheshire East and Manchester are the local highway authorities for their respective areas
- B. The Partnering Parties desire to construct a Road between the A6 in Stockport and Ringway Road/Ringway Road West in Manchester ("**Relief Road**") as part of the continuing programme to improve the highway network in and around Greater Manchester and east Cheshire and for this purpose Stockport Cheshire East and Manchester have entered into an Agreement dated the 3rd December 2013 pursuant to Section 8 Highways Act 1980 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all other enabling powers appointing Stockport to act on behalf of Cheshire East and Manchester to exercise such of their functions as are required to deliver the Relief Road.
- C. Being desirous of ensuring that the programme for the delivery of the Relief Road is achieved Stockport has made and submitted to the Secretary of State for Transport for confirmation –

The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) (Side Roads) Order 2013

and to support the proposed highway alterations

The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013.

- D. In addition Stockport has applied to the Secretary of State for Communities and Local Government for a Certificate pursuant to Section 19 of the Land Acquisition Act 1981 to permit the compulsory purchase of land to be given in exchange for the loss of public open space needed for the Relief Road
- E. The Partnering Parties have considered planning applications to support the Relief Road and have referred the planning applications to the Secretary of State for Communities and Local Government (**"Secretary of State"**) pursuant to the Town and Country Planning (Consultation) (England) Direction 2009 with a recommendation that the planning applications should be approved subject to conditions. The planning applications have since been approved.
- F. Prior to the Relief Road being opened to traffic some of the planning conditions (**"Planning Condition"**) attached to each of the planning permissions granted to Stockport (Decision No:DC:053678) Manchester (Decision No 104094/FO/2013/S2) and Cheshire East (Conditions 8 and 10 of Decision No: 13/4355M) and referred to the Secretary of State (**"Planning Permissions"**) requires a scheme of mitigation and complementary measures (**"Works"**) to be carried out and completed in accordance with a Transport Assessment dated October 2013 (as amended from time to time) produced by the Relief Road's project team.
- G. The Partnering Parties being mindful of the need to ensure that the programme for commencement of the Relief Road is achieved at the earliest opportunity and completed by Summer 2017 have in their separate capacities as local highway authorities agreed to enter into this Agreement to try to ensure that there are no planning obstacles that might otherwise fetter or frustrate completion of the Relief Road.

It is hereby Agreed as follows

1. That each of the Partnering Parties acting in their separate capacities as individual highway authorities within each of their administrative areas will progress the current proposals for the Works and implement them accordingly and use best endeavours to assist in the discharge of the Planning Condition.
2. In the event that any of the Partnering Parties has reasonable cause to apprehend that there is little prospect of the Planning Condition being discharged in good time prior to the opening of the Relief Road to traffic each Partnering Party shall:

- (a) apply immediately to its planning authority in time for an application to be made to consider discharging or varying the Planning Condition; or
- (b) obtain such consent as may be necessary to ensure that completion and opening of the Relief Road to traffic is not unreasonably delayed.

Provided always that the Partnering Parties will not be prevented from utilizing the funding after the opening of the Relief Road to traffic.

3. It is further agreed that the Partnering Parties in consultation and working in partnership with each other will prior to the commencement of the Works agree a timeframe for undertaking the Works and a mechanism to evidence and release funds from the budget held by Stockport and earmarked as a contribution towards the cost of the Works that the Partnering Parties have agreed to carry out to discharge the appropriate Planning Condition relating to the Planning Permissions as a direct consequence of the impact the Relief Road might have on the highway network as it passes through each area of the Partnering Parties in the following manner -

Stockport - £2,372,500.00

Manchester - £185,000.00

Cheshire East - £1,572,500.00

4. For the avoidance of doubt each Partnering Party shall be liable for any costs, expenses or liabilities which are incurred in respect of the delivery and completion of the Works in respect of its administrative area over and above the financial commitments set out in clause 3 above.

5. **Third party rights**

For the purpose of the Contracts (Rights of Third Parties Act 1999) it is agreed and declared that nothing herein contained shall confirm any third party rights.

6. **Disputes**

- 6.1 In the event of any dispute or difference between the Parties arising out of this Agreement resolution shall be sought internally between the Partnering Parties nominated representatives at the time. If the issue and dispute cannot be resolved between the respective nominated representatives then the matter shall be referred to the Chief Executives of the Partnering Parties for determination.

6.2 Any dispute or difference arising between the Partnering Parties which cannot be resolved by the Chief Executives of the Partnering Parties shall be referred to and determined by an independent person (the "Expert") if so required by any Partnering Party by notice to the other Partnering Parties.

6.3 The Expert shall be appointed by agreement between the Partnering Parties or failing such agreement within 10 days of receipt of the notice referred to in clause 6.1 above shall be appointed on the application of either of the Partnering Parties by such one of the following persons as the Partnering Parties shall agree to be appointed having regard to the nature of the dispute or difference in question –

6.3.1 the President for the time being of the Law Society

6.3.2 the President for the time being of the Royal institute of British Architects

6.3.3 the President for the time being of the Royal Institute of Chartered Surveyors and

6.3.4 the President for the time being of the Institute of Chartered Accountants in England and Wales

or in any such case their duly appointed deputy or any other person authorised by them to make appointments on their behalf

6.4 If within 15 days after service of the notice referred to in 6.3 above the Partnering Parties are unable to agree which of the persons referred to in 6.3 above is appropriate to appoint an Expert the Expert shall be appointed by application by any of the Partnering Parties to the President of the Law Society or his duly appointed deputy or any other person authorised by him to make appointments on his behalf who shall conduct the dispute as the Expert sees fit and whose decision shall be final and binding on each of the Partnering Parties.

6.5 The cost of appointing an Expert and his costs and disbursements in connection with his duties under this Agreement shall be shared between the Partnering Parties as may be directed by the Expert or failing determination of the Expert to be divided equally between the Partnering Parties.

7. Severability of Agreement Provisions

The invalidity or unenforceability of any right or term of this Agreement shall not in any way affect the remaining rights or terms of the same.

8. **Alienation**

This Agreement is strictly personal to each Partnering Party who shall not be entitled to part with or assign in any way with its interest and obligations under this Agreement.

9. **Freedom of Information**

The Partnering Parties hereto agree that all matters relating to the Relief Road are obliged to comply with the Freedom of Information Act 2000 and where appropriate the Environmental Information Regulations. Any Partnering Party receiving a request for Information shall notify the other Partnering Parties of such request. The Partnering Party receiving the request will deal with that request and all other Partnering Parties will co-operate as appropriate in meeting the request. However, no Partnering Party shall disclose to any third party any information that could constitute personal information about any individual about their property valuations.

10. **Good Faith**

The Partnering Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them and if in the course of the performance of this Agreement unfairness to any other Partnering Party is disclosed or anticipated then the Partnering Parties hereto shall use their best endeavours to agree upon such course of action as may be necessary and equitable to remove the cause or causes of the same and shall act in utmost good faith towards each other.

11. **General Provisions.**

It is hereby further agreed and declared that: -

11.1 This Agreement shall constitute a binding contract between the Partnering Parties hereto for the performance of the obligations and stipulations herein contained and shall be enforceable as such and the provisions of this Agreement shall continue to have effect in respect of anything remaining to be done performed or observed under this Agreement notwithstanding the opening of the Relief Road to public traffic.

11.2 No consent or approval modification alteration or waiver of any of the provisions of this Agreement except as otherwise herein provided for shall be effective unless the same is in

writing and signed on behalf of all of the Partnering Parties hereto and annexed to this Agreement.

- 11.3 The failure of any of the Partnering Parties hereto at any time to require performance by any other Partnering Party of any provision of this Agreement shall in no way affect the right of that Partnering Party to require performance of that provision save in respect of an actual variation or waiver.
- 11.4 This Agreement contains the entire agreement between the Partnering Parties hereto in relation to the Works and all prior or contemporaneous agreements understandings representations and statements whether oral or written are merged herein save as regards any future compliance with any statutory requirements or any subsequent amendments to this Agreement that may from time to time be agreed between the Partnering Parties hereto.
- 11.5 English law shall govern this Agreement and the Partnering Parties hereto submit to the non-exclusive jurisdiction of the English Courts.
- 11.6 The professional fees and any other costs of the Partnering Parties in relation to the preparation and approval of this Agreement shall be met by each Partnering Party.

IN WITNESS whereof each Party has caused their **COMMON SEALS** to be hereunto affixed the day and year first before written

The **COMMON SEAL** of
THE METROPOLITAN BOROUGH
COUNCIL OF STOCKPORT
was hereunto affixed in the presence of –



Mayor

Authorised Signatory

The **COMMON SEAL** of the **COUNCIL OF THE**
CITY OF MANCHESTER was hereunto affixed
In pursuance of an Order of the Council of the
said City:

Authorised Signatory

THE COMMON SEAL of
CHESHIRE EAST BOROUGH
COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory

The **COMMON SEAL** of
THE METROPOLITAN BOROUGH
COUNCIL OF STOCKPORT

was hereunto affixed in the presence of –

Mayor

Authorised Signatory

The **COMMON SEAL** of the **COUNCIL OF THE**
CITY OF MANCHESTER was hereunto affixed

In pursuance of an Order of the Council of the
said City:



A handwritten signature in black ink, appearing to be 'C. C. C.', written over a horizontal line.

Authorised Signatory



01079288

THE COMMON SEAL of
CHESHIRE EAST BOROUGH
COUNCIL

was hereunto affixed in the presence of:

Authorised Signatory

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THE METROPOLITAN BOROUGH
COUNCIL OF STOCKPORT
was hereunto affixed in the presence of –

Mayor

Authorised Signatory

The **COMMON SEAL** of the **COUNCIL OF THE**
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