

1. **Funding Contributions for the Norfolk Coast National Landscape** (Pages 2 – 7)
2. **Memorandum of Agreement** (Pages 8 – 23)

BOROUGH COUNCIL OF KING'S LYNN AND WEST NORFOLK

RECORD OF DECISION TAKEN BY OFFICERS UNDER DELEGATED POWERS

This is a record of a decision taken by an officers under delegated powers and where necessary taken in consultation with members and officers.

REPORT TITLE:	2025/26 – 2029/30 funding contributions for the Norfolk Coast National Landscape
OPEN/EXEMPT	Open
LEAD OFFICER	Michael Burton, Principal Planner (Planning Policy)
IS DECISION SUBJECT TO CALL IN?:	YES
DATE DECISION ADVERTISED:	06 February 2026
DATE OF DECISION:	13 February 2026
DEADLINE FOR CALL IN:	20 February 2026
PRE-SCREENING EQUALITY IMPACT ASSESSMENT COMPLETED:	YES/NO

Delegated Power

1.11 Developing and managing external strategic relationships
1.12 Shared services, Partnerships and Joint Working arrangements
5.3 Biodiversity, Local character

Chief Executive and Executive Directors

Day to day management of the process

Decision Taken

Approval is sought, under the Scheme of Delegation, December 2025 (<https://democracy.west-norfolk.gov.uk/documents/s82604/Part%20%20-%20Scheme%20of%20Delegation%20as%20at%20November%202025.pdf>) for the Borough Council's 2025/26 funding contribution to the Norfolk Coast National Landscape (Norfolk Coast Partnership).

Department for Environment, Food and Rural Affairs (DEFRA) annual funding for the Norfolk Coast National Landscape (managed by Norfolk Coast Partnership), has been set at £184,164 for the 2025-26 to 2029-30 financial years. This equates to £920,820 up to April 2030.

In response, the Norfolk Coast Partnership has already agreed, through the 2025 Norfolk Coast Partnership Memorandum of Agreement (MoA) Between Local Authority Funding Partners 2025-2030, partner local authority's indicative core funding contributions for the 2025-26 to 2029-30 financial years. These funding contributions include an annual inflation-based 4% uplift.

Annual contributions over the five years are set out in the table below.

Financial year:	2025/26	2026/27	2027/28	2028/29	2029/30
Norfolk County Council	£29,146.24	£30,312.09	£31,524.57	£32,785.56	£34,096.98
North Norfolk District Council	£15,180.33	£15,787.54	£16,419.04	£17,075.81	£17,758.84
Borough Council of King's Lynn and West Norfolk	£15,180.33	£15,787.54	£16,419.04	£17,075.81	£17,758.84
Great Yarmouth Borough Council	£1,214.43	£1,263.01	£1,313.53	£1,366.07	£1,420.71
TOTAL	£60,721.33	£63,150.18	£65,676.18	£68,303.25	£71,035.37

The indicative DEFRA core grant for the 2025-26 to 2029-30 financial years is now confirmed, at £182,164.57 (with no further uplift), allowing the Norfolk Coast Partnership to set annual partner contributions for the 5-year period. The Borough Council's total contribution over the 5-years is **£82,221.56**, an annual mean average of **£16,444.31**.

Recommendation

Approval by the Assistant Director for Environment and Planning, for payment of the Borough Council's total £82,221.56 financial contribution to the Norfolk Coast National Landscape, for the 2024-25 to 2029-30 financial years, including a £15,180.33 contribution for the current (2025-26) financial year.

Reasons for the Decision

The Borough Council remains a committed partner for the Norfolk Coast National Landscape, as agreed through the 2025 Norfolk Coast Partnership Memorandum of Agreement (MoA) between Local Authority Funding Partners. This has agreed funding contributions for the Norfolk Coast National Landscape for 5-years ahead, up to the 2029-30 financial year.

The Borough Council's commitment to the Norfolk Coast National Landscape is reflected in the corporate priority to "Protect our environment – To create a cleaner, greener and better protected West Norfolk" (Corporate Strategy, 2023-2027).

Details of alternative options, if any, considered and rejected.

None. The Borough Council is already committed to monetary contributions the Norfolk Coast National Landscape for the 2024-25 to 2029-30 financial years, through the 2025 Norfolk Coast Partnership Memorandum of Agreement (MoA) Between Local Authority Funding Partners.

Furthermore, the Borough Council's has a statutory duty to protect the Norfolk Coast National Landscape. This obligation is defined by statute (Part IV of the Countryside and Rights of Way Act 2000). Therefore, the Borough Council would be in breach of its legal duties if it sought to discontinue its role as a member of the Norfolk Coast Partnership.

Any declarations of interest and details of any dispensations granted in respect of interests (in relation to officers and any Members consulted).

None.

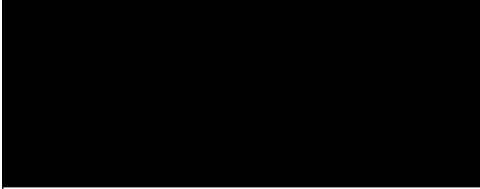
List of Background papers

Norfolk Coast Partnership Memorandum of Agreement between Local Authority Funding Partners 2025-30 (attached, as Appendix to this report).

Authorisation

Post Held Assistant Director – Environment and Planning

Signature



Date 5/2/'26

Consultation with members/officers

If the decision is taken following consultation with the members/officers, please give details:

Name of Members/officers consulted:

Stuart Ashworth (Assistant Director, Environment and Planning)

Alex Fradley (Planning Policy Manager)

Stage 1 - Pre-Screening Equality Impact Assessment

For equalities profile information please visit [Norfolk Insight - Demographics and Statistics - Data Observatory](#)

Name of policy/service/function	Norfolk Coast Partnership Memorandum of Agreement Between Local Authority Funding Partners, 2025-30				
Is this a new or existing policy/service/function? <i>(tick as appropriate)</i>	New		Existing	X	
Brief summary/description of the main aims of the policy/service/function being screened. Please state if this policy/service is rigidly constrained by statutory obligations, and identify relevant legislation.	The Norfolk Coast Partnership MoA was initially agreed by partners in 2021, for the 2021/22 – 2025/26 financial years. It was subsequently updated in 2023 when increased core funding for the Norfolk Coast National Landscape was formally confirmed by DEFRA. Most recently, an updated MoA for the 2025-26 – 2029/30 financial years was agreed, in response to DEFRA funding having been confirmed for the 5-years ahead, up to 2030. The MoA provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of a National Landscape (formerly Area of Outstanding Natural Beauty) Partnership, a Staff Unit to act on behalf of the Partnership and the publishing, reviewing and monitoring of the Norfolk Coast National Landscape Management Plan.				
Who has been consulted as part of the development of the policy/service/function? – new only <i>(identify stakeholders consulted with)</i>	Planning Policy Manager Assistant Director, Environment and Planning				
Question	Answer				
1. Is there any reason to believe that the policy/service/function could have a specific impact on people from one or more of the following groups, for example, because they have particular needs, experiences, issues or priorities or in terms of ability to access the service? Please tick the relevant box for each group. NB. Equality neutral means no negative impact on any group. <i>If potential adverse impacts are identified, then a full Equality Impact Assessment (Stage 2) will be required.</i>		Positive	Negative	Neutral	Unsure
	Age			X	
	Disability			X	
	Sex			X	
	Gender Re-assignment			X	
	Marriage/civil partnership			X	
	Pregnancy & maternity			X	
	Race			X	
	Religion or belief			X	
	Sexual orientation			X	
	Armed forces community			X	
	Care leavers			X	

For more information on health inequalities please visit The King's Fund	Health inequalities			X	
	Other (eg low income, caring responsibilities)			X	

Please provide a brief explanation of the answers above:

The Borough Council's role as a Norfolk Coast National Landscape partner is defined by statute (Part IV of the Countryside and Rights of Way Act 2000). The role of the Norfolk Coast Partnership (guardian of the North Norfolk Coast National Landscape) is to balance the statutory duty of conserving and enhancing the area's natural beauty with non-statutory requirements to meet the National Landscape's social and economic needs.

The role of the Norfolk Coast Partnership is to benefit all groups, be they residents of or visitors to, the North Norfolk National Landscape.

Question	Answer	Comments
2. Is the proposed policy/service likely to affect relations between certain equality communities or to damage relations between the equality communities and the Council, for example because it is seen as favouring a particular community or denying opportunities to another?	Yes / No	The Borough Council is required to continue supporting the Norfolk Coast Partnership, in accordance with its statutory duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000. The Partnership is required to work towards benefitting all groups.
3. Could this policy/service be perceived as impacting on communities differently?	Yes / No	Ditto (Q2, above)
4. Are any impacts identified above minor and if so, can these be eliminated or reduced by minor actions? If yes, please agree actions with a member of the Corporate Equalities Working Group and list agreed actions in the comments section	Yes / No	Actions:
		Actions agreed by EWG member: No actions required.....

If 'yes' to questions 2 - 4 a full impact assessment will be required unless comments are provided to explain why this is not felt necessary:

Decision agreed by EWG member:N/A.....

5. Is the policy/service specifically designed to tackle evidence of disadvantage or potential discrimination?	Yes / No	Please provide brief summary:
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Assessment completed by: Name	Michael Burton		
Job title	Principal Planner (Planning Policy)		
Date completed	05 February 2026		
Reviewed by EWG member	Jo Stanton	Date	27 January 2026

✓ Please tick to confirm completed EIA Pre-screening Form has been shared with Corporate Policy (corporate.policy@west-norfolk.gov.uk)



NORFOLK COAST PARTNERSHIP

MEMORANDUM OF AGREEMENT

BETWEEN

LOCAL AUTHORITY FUNDING PARTNERS

2025-30

(Revised January 2025)

THIS MEMORANDUM OF AGREEMENT is made between:

- (1) **Norfolk County Council** ('Host Authority'), County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH
 - (2) **North Norfolk District Council**, Council Offices, Holt Road, Cromer, Norfolk NR27 9EN
 - (3) **Borough Council of King's Lynn and West Norfolk**, King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX
 - (4) **Great Yarmouth Borough Council**, Town Hall, Hall Plain, Great Yarmouth, Norfolk NR30 2QF
- ('the Parties')

The Agreement runs from April 2025 to March 2030

This Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of a National Landscape Partnership ('the Partnership'), a Staff Unit to act on behalf of the Partnership, and the publishing, reviewing and monitoring of the Management Plan.

This Agreement also sets out a shared vision for and commitment to National Landscape management by all Parties to the Agreement, outlining the expectations on all Parties to achieve this vision.

This Agreement was updated in January 2025. Changes to the document reflect the new, joint-working Partnership model and rebrand (implemented July 2023), as agreed by the Core Management Group.

Further alterations to this Agreement reflect the decision, at the National level, for all Areas of Outstanding Natural Beauty in England and Wales to be renamed National Landscapes (implemented November 2023).

1. Definitions and Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the following meanings, unless the context requires otherwise:

'the Partnership'	means the Norfolk Coast National Landscape Partnership comprising of the organisations listed in Schedule 1.
'Funding Partners'	means the following Local Authority Funding Partners namely Norfolk County Council, North Norfolk District Council, the Borough Council of King's Lynn and West Norfolk, and Great Yarmouth Borough Council.
'Non-Funding Partners'	means the organisations listed in Schedule 1.

‘the Term’	means the term of this agreement.
‘Eligible Costs’	means those costs relating to the functions of the Staff Team agreed between Defra and the Host Authority, as eligible for Defra funding contribution.
‘Management Plan’	means the Norfolk Coast National Landscape Management Plan that the Local Authorities have a statutory duty to produce and review, under the Countryside and Rights of Way Act 2000 for any National Landscapes in their area.
‘Annual Business Plan’	means the Partnership Business Plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question. This is also known as the annual Action Plan.
‘the Host Authority’	means the Local Authority responsible for the Partnership’s finances and employment of the Staff Unit, as agreed/directed by the Partnership.
‘the Parties’	means any Party to this Agreement individually and ‘Parties’ refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question.
‘Staff Unit’	means any staff engaged in the work of the Partnership, including the Staff Team, as established by the Partnership and employed by the Host Authority.
‘Staff Team’	means the staff funded by the budget detailed in clause 7 for the purposes of the core functions listed in Schedule 2 but does not include or cover new posts established through externally funded projects.

1.2 In this Agreement where the context requires:

- 1.2.1 references to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;
- 1.2.2 a reference to a person shall include a reference to any individual, company, or other legal entity;
- 1.2.3 references to clauses and Schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;
- 1.2.4 headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement.

1.3 Subject to clause 1.4, the Schedules form an integral part of this Agreement.

1.4 In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules, the provisions of this Agreement shall prevail and, for the purposes of this clause 1.4, only the term ‘Agreement’ shall not include the Schedules.

2. Shared Vision

Working together to conserve and enhance the natural beauty of the National Landscape and promote public understanding and enjoyment of its special qualities, whilst going beyond the boundaries of the designation to ensure thriving nature and vibrant communities exist in harmony, across our protected landscapes. Norfolk Coast Partnership (NCP), in collaboration with The Wash and North Norfolk Marine Partnership (WNNMP) and Norfolk National Trail Partnership (NNTP) commit to protecting and enhancing nature; mitigating and building resilience to key pressures; and realising lasting, integrated benefits for people and place.

2.1 The Parties to this Agreement believe that:

- 2.1.1 the independence of National Landscape management structures should be respected and strongly supported by partners and Relevant Authorities.¹
- 2.1.2 the statutory requirement to produce Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.
- 2.1.3 security of funding and flexibility of funding for National Landscapes will deliver better outcomes.
- 2.1.4 there should be a 'can do' culture that is not risk-averse, with lessons from novel approaches encouraged and learnt from, in both success and failure.
- 2.1.5 monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially relevant evidence base.
- 2.1.6 opportunities should be taken to maximise the synergies between the aims of the Management Plan with the plans of other Parties, the national Protected Landscapes Partnership, and our wider protected landscapes network, including The Wash and Norfolk Norfolk Marine Partnership and Norfolk National Trail Partnership.

3. Duration

This Agreement will run for the Term unless terminated earlier in accordance with the provisions of clause 10 or alternatively may be extended for a further Term with the written agreement of the Parties.

4. Partnership Roles, Responsibilities and Structure

4.1 The Partnership

- 4.1.1 The Partnership was formed in September 1991.
- 4.1.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1.

4.2 The Staff Unit

- 4.2.1 The purpose and objectives of the Partnership will be assisted by the employment of a Staff Unit to act on its behalf. The Staff Unit will coordinate, champion, act as a focus and bring bodies together for action and bid for funds. The Staff Unit will carry out the core functions set out in Schedule 2.
- 4.2.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1.
- 4.2.3 The Staff Unit will work for the whole Partnership and have its own identity (Norfolk Coast Protected Landscape, NCPL). Activities will be delivered under the identity of the Partnership, rather than that of the Host Authority or individual Parties.
- 4.2.4 The Partnership will have a degree of independence from the Host Authority and Local Authorities, with its own funding/budget, and control over its own decision making. *N.B. This position of independence will be a necessity, particularly when the Partnership is*

¹ As defined by Section 85 of the Countryside and Rights of Way (CROW) Act 2000 - Relevant Authorities include government departments (including Natural England), the public sector, and statutory undertakers.

consulted, or required to make comments and provide advice, on schemes and activities of its constituent Local Authorities.

4.3 The Host Authority

The Host Authority will be responsible for exercising its duties in relation to the CRoW Act 2000, and for:

- 4.3.1 line managing the National Landscape Team Leader/Lead Officer.
- 4.3.2 acting as employer of the staff employed as part of the Staff Unit.
- 4.3.3 providing human resources and IT support.
- 4.3.4 taking responsibility for the NCPL office lease.
- 4.3.5 managing the Partnership finances in accordance with clause 8.

4.4 Local Authority Funding Partners

The Local Authority Funding Partners will be responsible for exercising their duties in relation to the CRoW Act 2000, and for:

- 4.4.1 contributing to the costs of the Partnership in accordance with clause 9.
- 4.4.2 working with the Host Authority and other organisations as appropriate in relation to the management of the National Landscape.
- 4.4.3 providing Lead Officer and elected member contacts, as appropriate to their roles within the Authority, who will be involved in the management of the Staff Unit, the Management Plan process, and Partnership activity.
- 4.4.4 working with local government members to promote the role and value of National Landscapes, and the Partnership, to society and our natural environment.

4.5 Non-Funding Partners

The Non-Funding Partners will be requested to assist the Host Authority and the Funding Partners in managing the National Landscape by providing advice and guidance in their specific areas of expertise and contributing to the delivery of the Management Plan.

5. Employment of a Staff Unit

- 5.1 A National Landscape Staff Unit capable of performing the core functions set out in Schedule 2 will be maintained by the Host Authority.

5.2 Team Leader / Lead Officer

- 5.2.1 A Team Leader/Lead Officer will be employed to act as a respected advocate for, and champion of, the National Landscape. The Team Leader/Lead Officer will be given authority to work with key partners at a senior level, for example Chief Executives, lead Planning Officers, key committees, and Local Authority members.
- 5.2.2 The Team Leader/Lead Officer will report to the Chair on Partnership matters.
- 5.2.3 Line management of the Team Leader/Lead Officer for pastoral care will be through the Host Authority.

5.3 Other Staff

- 5.3.1 Other staff (the Staff Team), forming part of the Staff Unit, will be employed on behalf of the Partnership to take forward the Annual Business Plan and Management Plan.
- 5.3.2 The Staff Team will report to the Team Leader/Lead Officer and will work to a programme agreed by the Partnership, against which progress will be monitored.

6. Redundancy

- 6.1 Any redundancy payments legally due to staff under Part XI of the Employment Rights Act 1996, or other relevant legislation on termination of employment, will be met from Partnership reserves, in which a sum sufficient to meet such eventualities will be maintained.
- 6.3 The Host Authority will use all reasonable endeavours to redeploy the post holder internally and to the extent that is legally and practicably able to do so with other Funding Partners, prior to making the post holder redundant.

7. Financial and Administrative arrangements.

- 7.1 The Partnership will have its own funding and budget for maintaining Partnership operations. *N.B. Partnership funding will be isolated from other funds held by the Host Authority and will not be subject to Host Authority influence.*
- 7.2 The income and expenditure of the Partnership will be met, in the first instance, by the Host Authority; the Host Authority will be responsible for the exercise of proper financial control, and for collecting contributions from Defra and the Local Authority Funding Partners, as detailed in clause 9.
- 7.3 The details of the budget will be agreed annually by the Partnership's Funding Partners through their representatives on the Partnership and an appropriate grant application submitted to Defra.
- 7.4 The Host Authority will be responsible for submitting an annual National Landscape financial contribution application to Defra, in accordance with any guidance and deadlines issued by Defra, and will act as Grant Recipient.
- 7.5 The Host Authority will be responsible for submitting claims for in accordance with guidance issued by Defra.
- 7.6 The Local Authority Funding Partners will commit to providing funding and make annual contributions as set out in clause 9.
- 7.7 The Local Authority Funding Partners will be invoiced for annual contributions once funding contributions from Defra are confirmed (October/November).

8. Defra Funding

- 8.1 Defra agrees a funding contribution towards Eligible Costs for each financial year, agreed through a contract with the Host Authority.
- 8.2 Defra may, at their discretion, agree a multi-year funding contribution.

9. The Local Authority Funding Partners' Funding

- 9.1 The Local Authority Funding Partners will contribute to the Eligible Costs to enable operation of a viable Staff Unit to perform the core functions.
- 9.2 The confirmed Defra core grant for 2025-26 is £182,164.00, with no supplementary revenue funding. The Local Authority Funding Partners core funding contributions in financial year 2025-26 will be:
Norfolk County Council: £29,146.24
North Norfolk District Council: £15,180.33
Borough Council of Kings Lynn & West Norfolk: £15,180.33
Great Yarmouth Borough Council: £1,214.43

- 9.3 The *indicative* Defra core grant for 2026-27 is £182,164.00 per year, with no supplementary revenue funding. The *indicative* Local Authority Funding Partners core funding contributions in financial year 2026-27, including a 4% uplift, will be:
Norfolk County Council: £30,312.09
North Norfolk District Council: £15,787.54
Borough Council of Kings Lynn & West Norfolk: £15,787.54
Great Yarmouth Borough Council: £1,263.01
N.B: The uplift percentage will be reviewed on an annual basis and may be subject to change.
- 9.4 The *indicative* Defra core grant for 2027-28 is £182,164.00 per year, with no supplementary revenue funding. The *indicative* Local Authority Funding Partners core funding contributions in financial year 2027-28, including a 4% uplift, will be:
Norfolk County Council: £31,524.57
North Norfolk District Council: £16,419.04
Borough Council of Kings Lynn & West Norfolk: £16,419.04
Great Yarmouth Borough Council: £1,313.53
N.B: The uplift percentage will be reviewed on an annual basis and may be subject to change.
- 9.5 The *indicative* Defra core grant for 2028-29 is £182,164.00 per year, with no supplementary revenue funding. The *indicative* Local Authority Funding Partners core funding contributions in financial year 2028-29, including a 4% uplift, will be:
Norfolk County Council: £32,785.56
North Norfolk District Council: £17,075.81
Borough Council of Kings Lynn & West Norfolk: £17,075.81
Great Yarmouth Borough Council: £1,366.07
N.B: The uplift percentage will be reviewed on an annual basis and may be subject to change.
- 9.6 The *indicative* Defra core grant for 2029-30 is £182,164.00 per year, with no supplementary revenue funding. The *indicative* Local Authority Funding Partners core funding contributions in financial year 2029-30, including a 4% uplift, will be:
Norfolk County Council: £34,096.98
North Norfolk District Council: £17,758.84
Borough Council of Kings Lynn & West Norfolk: £17,758.84
Great Yarmouth Borough Council: £1,420.71
N.B: The uplift percentage will be reviewed on an annual basis and may be subject to change.
- 9.7 The Local Authority Funding Partners will endeavour to maintain these levels of funding in subsequent years of the agreement, with an inflationary increase each year, by (but not limited to) partner representatives communicating within their Authority the importance of statutory duties relating to the CRow Act 2000, the 'gearing' of their funding in relation to other core funding, and the ability of the Staff Unit to generate additional funding.
- 9.8 If a reduction in funding contribution from one partner in a future financial year is unavoidable, that partner will notify the other partners as far in advance as possible. The partners, through their representatives, will agree how to manage this reduction, whilst maintaining core functions.
- 9.9 At the end of the funding period, the Local Authority Funding Partners may agree to extend this agreement for up to a further five years.

10. Termination

- 10.1 Without prejudice to the obligations of the other Parties to each other under this Agreement, which unless otherwise agreed continue, a Party may terminate its participation in this Agreement, by giving not less than one year's written notice to the other Parties, and setting out the reasons for termination and how it intends to meet its statutory duties under the CRoW Act 2000. A review of the viability of the continuation of the Partnership will be carried out by the remaining Parties.
- 10.2 If a Party withdraws from the Agreement, in accordance with clause 11.1, the remaining Parties will not be required to take on the responsibility or financial liability of the withdrawing Party. However, should the remaining Parties choose to increase their contribution, financial or otherwise, then this will be reflected in an addendum to the Agreement, signed by all the remaining Parties.

For the avoidance of doubt, the withdrawing Party will not be entitled to a return of any contribution made in accordance with clause 8 or 9 for the financial year in which they serve notice of their withdrawal.

- 10.3 The Local Authority Funding Partners and Defra will pay contributions in respect of inescapable contractual commitments (apart from redundancy payments that are subject to clause 6) entered into in good faith, prior to any party giving notice of termination and whether or not such commitments involve expenditure after the date of termination. However, for the avoidance of doubt, the said contractual commitments shall not include contract(s) of employment, or an agreement(s) to retain the services of a worker or consultant, in relation to the Partnership.
- 10.4 On termination of the Agreement, a statement shall be drawn up of the remaining funds held by the Host Authority pursuant to this Agreement, together with any outstanding liability and, once this statement has been agreed between the Parties, the Host Authority shall reimburse the remaining monies to the contributing Parties, pro rata to their current contributions.

11. Jurisdiction

All disputes or claims arising out of, or in connection with, the activities of the Parties under this Agreement shall be governed by, and construed in accordance with, the law of England.

12. Reconciliation of Disagreement

- 12.1 Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties, then such failure shall be handled in the following manner:
- 12.2 The dispute shall, in the first instance, be referred to the relevant Parties' Project Executive, Officer or Manager in the organisation of similar standing, for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within 10 business days;
- 12.3 If the dispute cannot be resolved within 10 business days after such referral, in accordance with 14.1.1, or within any other period agreed between the Parties, then the dispute shall be referred to the relevant Parties' Legal Advisors for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within 10 business days;
- 12.4 If the dispute has not been resolved following a referral in accordance with 14.1.2, the Parties shall settle the dispute by mediation in accordance with the Centre for Dispute

Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

13. Information

- 13.1 The Parties are subject to the requirements of the latest Freedom of Information ('FOI') and Environmental Information Regulations ('EIR'), and they shall assist and co-operate with the other Parties, as necessary, to comply with these requirements.
- 13.2 In responding to a request for information, including information in connection with the Partnership, a Party will use reasonable endeavours to consult with the other Parties. Notwithstanding this, the Parties acknowledge that they may be required to disclose information without consultation, or following consultation with the Parties having taken their views into account.
- 13.3 The Parties shall ensure that all information produced in the course of the Partnership, or relating to the Agreement, is retained for disclosure; shall provide all necessary assistance, as reasonably requested, to enable a Party to respond to a request for information within the time for compliance; and shall permit the inspection of such records, as requested from time to time.
- 13.4 All Parties acknowledge that any statutory, and other constraints, on the exchange of information will be fully respected, including the requirements of the latest Data Protection and Human Rights legislation.

14. Variation and Waiver

- 14.1 Any significant variation of this Agreement shall be agreed in writing on behalf of each of the Parties.
- 14.2 No delay by any Party in exercising any provision of this Agreement constitutes a waiver of such provision, or shall prevent any future exercise in whole or in part.

15. Contracts (Rights of Third Parties) Act 1999

The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16. Insurance

The Parties shall insure and maintain their own insurance against Employer and Public Liability. The Host Authority shall insure and maintain insurance against Employer and Public Liability, to the value of £5,000,000, for the Staff Unit and other persons employed by them, pursuant to this Memorandum of Agreement.

SCHEDULE 1

Partnership Membership, Structure and Operation, Terms of Reference

1. Partner organisations

- 1.1 Each Partner organisation is asked to:
- appoint a representative to the Partnership who can communicate and influence his or her own organisation's policies and actions.
 - agree that its representative on the Partnership should work to promote the overall interests of the National Landscape and not just the interests of their own organisation.
 - demonstrate how any legal duty to seek to further the purpose of conserving and enhancing the natural beauty of the National Landscape, when carrying out its own functions (section 85, CRoW Act 2000), has been met.
 - undertake and/or coordinate activities agreed through Action Plans arising from the Norfolk Coast National Landscape Management Plan within their organisation.
 - encourage their own organisation to co-ordinate its policies and actions with the Norfolk Coast National Landscape Management Plan and Action Plans.
 - take information back from the Core Management Group, Strategy Group and/or The Wash and Norfolk Coast Forum, and promote it within their own organisation.

2. Core Management Group (CMG)

2.1 Membership

- 2.1.1 The Core Management Group is composed of the Funding Partners that have statutory responsibilities for preparing the Norfolk Coast National Landscape's Management Plan, as follows:
- Norfolk County Council
 - North Norfolk District Council
 - Borough Council of King's Lynn and West Norfolk
 - Great Yarmouth Borough Council
 - Natural England.
- 2.1.2 Core Management Group Membership is allocated as follows:
- two Norfolk County Council elected members
 - one North Norfolk District Council elected members
 - one Borough Council of King's Lynn & West Norfolk elected member
 - one Great Yarmouth Borough Council elected member
 - one Natural England representative.
- 2.1.3 The Funding Partners will appoint or confirm their CMG representatives and substitutes for these representatives, annually, on the basis of the appointees' interest and knowledge of the National Landscape, their ability to promote the interests of the National Landscape, and to coordinate policy and management within their partner organisations.
- 2.1.4 The CMG will receive administrative and implementation support from the National Landscape Staff Unit and Officers of the Funding Partners.
- 2.1.5 Where two or more bodies on the CMG are amalgamated through reorganisation, the number of representatives and voting rights will be discussed and agreed between the revised group of organisations.

2.2 Terms of reference

- 2.2.1 The role of the CMG is to:
- consider all statutory issues affecting the Norfolk Coast National Landscape Management Plan, referring matters as necessary to the constituent Local Authorities and other agencies for information or decision.

- b. endorse the final version of the Management Plan for recommendation for adoption to the constituent Local Authorities (who are legally responsible for this under the CRow Act 2000).
 - c. consider all aspects of policy relating to the National Landscape, including those stemming from national, regional and local initiatives. In considering policy, the CMG will take full account of the views of the National Landscape Strategy Group, Task and Finish Groups, and the wider Partnership.
 - d. represent and promote the interests of the National Landscape within the Funding Partner organisations through its constituent members, taking particular account of the legal obligation of all these organisations to seek to further the purpose of conserving and enhancing the natural beauty of the National Landscape, when performing their functions (section 85, CRow Act 2000).
 - e. determine all funding issues relating to the Staff Unit and the National Landscape.
 - f. determine all staffing issues and work programmes relating to the National Landscape.
 - g. determine grant applications for funding made by the National Landscape.
 - h. provide overall direction to the work of the National Landscape Team Leader/Lead Officer and Staff Team, supported by the line management arrangements of the Host Authority.
- 2.2.2 The CMG will be chaired by a Local Authority member, elected annually by the CMG members at the first meeting of each financial year. The CMG may also elect a Vice-Chair. The CMG will meet at least three times a year. The CMG may agree to invite wider organisations to meetings of the CMG when matters on the agenda warrant it.
- 2.2.3 Decisions by the CMG will normally be by consensus; should this not be possible, a majority decision will be taken. Each member of the CMG (or their substitute) will be entitled to one vote.
- 2.2.4 The CMG will subscribe to membership of the National Association for National Landscapes and will decide who, if anyone, it wishes to nominate and/or otherwise support in election to the Executive Committee of the Association.
- 2.2.5 Officers of the Funding Authorities and the Staff Team will meet as necessary to agree advice to be given to the CMG, Strategy Group and/or wider Partnership.
- 2.2.6 All CMG meetings will be minuted, with decisions, actions and outputs clearly identified. Minutes will be provided to Officers of the CMG member authorities for reporting back to the appropriate level of the parent body.

3. Strategy Group

3.1 Membership

- 3.1.1 The Strategy Group is composed of Partners which have a strong interest in the preparation and delivery of the Norfolk Coast National Landscape Management Plan. Membership should be representative of a wide range of different stakeholders. These could include, but are not be limited, to:
- a. CMG/Funding Partners (members and officers)
 - b. Broads Authority
 - c. The Wash and North Norfolk Marine Partnership
 - d. Norfolk/National Trails
 - e. Marine Management Organisation
 - f. Environment Agency
 - g. RSPB
 - h. National Trust
 - i. Norfolk Wildlife Trust
 - j. Norfolk Rivers Trust
 - k. Destination Management Organisations (DMOs)
 - l. Landowners, land managers, farm clusters
 - m. Community groups
 - n. Very Small Enterprises (VSEs) and Small Medium Enterprises (SMEs).
- 3.1.2 Strategy Group membership is not limited to one individual from each organisation. The

number of individuals representing one organisation may be capped to ensure effective management and operation of the Group. Representation appropriate to the topic under discussion should be proactively sought where possible.

3.2 Terms of reference

3.2.1 The role of the Strategy Group is to:

- a. provide expert advice to the CMG on matters related to the preparation and delivery of the Norfolk Coast National Landscape Management Plan.
- b. consider aspects of policy and issues relating to the National Landscape, including those stemming from national, regional and local initiatives, and develop policies and best practice for management of the National Landscape.
- c. provide information and advice on issues to the core Funding Partners, via the CMG.
- d. work with the National Landscape Staff Unit to co-develop and co-deliver grant funding applications.

3.2.2 The Strategy Group will be chaired by the CMG Chair and supported by the National Landscape Staff Unit. The Strategy Group will meet at least three times a year.

4. Task and Finish Groups

- 4.1 Groups will be set up only when needed, as advised by the Strategy Group and approved by the CMG.
- 4.2 Each Group will have an agreed remit and timescale, set out in a Terms of Reference.
- 4.3 Group membership should be informed by the remit and is not limited to members of the CMG or Strategy Group.
- 4.4 Each Group will be chaired by a member of the National Landscape Staff Team, who will ensure that membership and available expertise is fit for purpose.
- 4.5 Each Group will submit progress reports in writing to the Strategy Group and CMG at least twice a year at appropriate intervals.

5. The Wash and Norfolk Coast Forum

5.1 The role of the The Wash & Norfolk Coast Forum (hereon 'Forum') is to:

- a. promote partnership working for the overall benefit of NCPL, through exchange of information on issues relevant to the NCPL designations through a wide network of contacts.
- b. contribute to the development of work/initiatives that support NCPL's Focus Areas: nature recovery, climate change, and sustainable development (including tourism).
- c. work with the Staff Unit to co-develop and co-deliver grant funding applications.

5.2 The Forum will consist of representatives of organisations or interests that have a role in developing and implementing statutory and non-statutory plans and policies that affect the NCPL designations and/or have a role in the management of land/sea in the NCPL designations, plus representatives of the local communities. Membership will be managed by the Staff Unit based on advice from the Strategy Groups and CMGs of the NCPL Partnerships.

5.3 A Forum will be held annually and will be delivered by the Staff Unit.

5.4 The Forum will be chaired by the Chair and/or Vice Chair of one of the NCPL Partnerships.

6. Community Champions

- 6.1 Five Community Champions will be appointed to represent local interests across NCPL.
- 6.2 The opportunity to be a Community Champion will be widely advertised, aiming to reach people of all ages, abilities and backgrounds. Each nominee will be required to submit a short application which outlines their interest in working with NCPL. This can be in written or video format. The Staff Unit will be available to offer support through the application process should this be required.
- 6.3 Applications will initially be sifted by the Staff Unit with a shortlist put forward to the Strategy Groups and CMGs of NCPL, for review. On reviewing applications and selecting Community Champions, the Strategy Groups and CMGs will consider NCPL's commitment to equality, diversity, and inclusion.
- 6.4 The role of Community Champions will include:
 - a. bring local perspectives and knowledge to the Strategy Groups of NCPL, the Forum and other relevant meetings and workshops as required
 - b. improve two-way communication between NCPL and local communities
 - c. be an advocate for the work of NCPL and encourage other people to get involved.
- 6.5 The role of Community Champion is voluntary. However, Community Champions will be supported to participate in NCPL activities through provision of travel and subsistence funding. Where relevant, NCPL may also provide training to support a diverse range of people to be able to effectively engage with NCPL.

SCHEDULE 2

Staff Unit Core Functions

1. Management Plan

- 1.1 Developing reviewing, preparing, and publishing the Norfolk Coast National Landscape vision and Management Plan, on behalf of the Local Authority partners.
- 1.2 Initiating and leading actions to implement the Management Plan.
- 1.3 Advising upon, facilitating, and co-ordinating implementation by others of the Management Plan.
- 1.4 Accessing additional resources for management activities.
- 1.5 Developing an involvement by the community in the management of the National Landscape.
- 1.6 Providing a management role to co-ordinate National Landscape protection through the actions of the Staff Unit, the Norfolk Coast National Landscape Partnership, and other partners at a local and strategic level.
- 1.7 Problem solving, with the Staff Unit acting as co-ordinator and facilitators.

2. ADVISORY / ADVOCACY

- 2.1 Raising awareness of the National Landscape's special qualities and their conservation and enhancement, the work of the Norfolk Coast National Landscape Partnership, and sustainable use and enjoyment of the area.
- 2.2 Advising Local Authorities and other partners on their activities within National Landscapes, to encourage them to attain the highest possible standards in National Landscapes.
- 2.3 Providing advice on the conservation and enhancement of natural beauty in the National Landscape, in relation to plans and proposals affecting the area, in conjunction with other organisations as appropriate.
- 2.4 Working with and contributing to the National Landscapes Association, to support activities, and to share advice and best practice nationally and regionally.
- 2.5 Contribute to and support activity between National Landscapes and protected landscapes nationally and internationally, to strengthen their status individually and collectively.

3. MONITORING

- 3.1 To monitor and report on progress against Management Plans and Annual Business Plans to the Partnership and public.
- 3.2 To coordinate and disseminate information on monitoring of the condition of the National Landscape, and provide monitoring information to partner and other organisations as appropriate.

Eligible Costs for core functions

Eligible Costs shall include:

- i. staff salaries, employers' national insurance, superannuation contributions, and payments in respect of absence through sickness in accordance with Host Authority conditions of service;
- ii. accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
- iii. office support services to include, but not limited to, financial and legal support, IT support and property services;
- iv. pay awards and inflationary increases;
- v. maternity pay;
- vi. training;
- vii. travel and subsistence expenses;
- viii. any redundancy payment due to a post holder employed by the Host Authority exclusively for the purposes of the Partnership, and where the post holder's entitlement to the said payment arises in circumstances envisaged in clause 6;
- ix. a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, and events;
- x. costs of establishing and running the Norfolk Coast National Landscape Partnership;
- xi. costs associated with production of the Management Plan;
- xii. advertising for vacant posts, travel and subsistence costs incurred by interview candidates, and other recruitment costs;
- xiii. other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2.

Norfolk Coast Partnership

**Memorandum of Agreement between Funding Partners 2025-30
Norfolk County Council (Host Authority)**

Signed:

Date:

Name and Position: Wendy Brooks, Head of Environment on behalf of Norfolk County Council

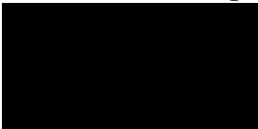
North Norfolk District Council

Signed:

Date:

Name and Position: Mark Ashwell, Planning Policy Manager on behalf of North Norfolk District Council

Borough Council of King's Lynn and West Norfolk

Signed: 

Date: 22/05/2025

Name and Position: Alex Fradley, Planning Policy Manager on behalf of the Borough Council of King's Lynn and West Norfolk

Great Yarmouth Borough Council

Signed:

Date:

Name and Position: David Glason, Director of Planning & Growth on behalf of Great Yarmouth Borough Council