

The application form and terms and conditions overleaf together constitute our offer to assess your application to the Nature Towns and Cities pilot scheme for accreditation. By signing the below, you are accepting and intending to be bound by the terms and conditions overleaf in respect of your application.

<b>Town/ City:</b>	
<b>Start Date:</b>	means the date on which the last partner in the Partnership signs these Terms
<b>Accreditors or 'We':</b>	The National Trust for Places of Historic Interest or Natural Beauty, a statutory corporation with charity number 205846 whose registered office is at Heelis, Kemble Drive, Swindon, SN2 2NA ( <b>National Trust</b> ) Natural England whose registered office is at Foss House, Kings Pool, 1- 2 Peasholme Green, York, YO1 7PX ( <b>Natural England</b> )

<b>Partnership or 'You':</b>	<b>Local Authority</b>	
	<b>Name:</b>	
	<b>Address:</b>	
	<b>Organisational Representative:</b>	Name: Title: Email: Telephone:
	Signed by an authorised officer for and on behalf of the Local Authority: Name: Title: Signature: Date:	

<b>Partnership or 'You':</b>	<b>Lead Applicant (if not the Local Authority)</b>	
	<b>Name:</b>	
	<b>Charity/ company/ other no.:</b>	
	<b>Address:</b>	
	<b>Organisational Representative:</b>	Name: Title: Email: Telephone:

<b>Partnership or 'You':</b>	<b>Partner 2 (to be removed if not needed)</b>	
	<b>Name (and company number/charity number, if applicable):</b>	
	<b>Address:</b>	
	<b>Contact email address:</b>	
Signed by an authorised officer for and on behalf of Partner 2: Name: Title: Signature: Date:		

<b>Partnership or 'You':</b>	<b>Partner 3 (to be removed if not needed)</b>	
	<b>Name (and company number/charity number, if applicable):</b>	
	<b>Address:</b>	
	<b>Contact email address:</b>	
Signed by an authorised officer for and on behalf of Partner 3: Name: Title: Signature: Date:		

<b>Partnership or 'You':</b>	<b>Partner 4 (to be removed if not needed)</b>	
	<b>Name (and company number/charity number, if applicable):</b>	
	<b>Address:</b>	

	<b>Contact email address:</b>	
	Signed by an authorised officer for and on behalf of Partner 4: Name: Title: Signature: Date:	

<b>Partnership or 'You':</b>	<b>Partner 5 (to be removed if not needed)</b>	
	<b>Name (and company number/charity number, if applicable):</b>	
	<b>Address:</b>	
	<b>Contact email address:</b>	
	Signed by an authorised officer for and on behalf of Partner 5: Name: Title: Signature: Date:	

<b>Partnership or 'You':</b>	<b>Partner 6 (to be removed if not needed)</b>	
	<b>Name (and company number/charity number, if applicable):</b>	
	<b>Address:</b>	
	<b>Contact email address:</b>	
	Signed by an authorised officer for and on behalf of Partner 6: Name: Title: Signature: Date:	

<b>Partnership or 'You':</b>	<b>Partner 7 (to be removed if not needed)</b>	
	<b>Name (and company number/charity number, if applicable):</b>	
	<b>Address:</b>	
	<b>Contact email address:</b>	
Signed by an authorised officer for and on behalf of Partner 7: Name: Title: Signature: Date:		

<b>Partnership or 'You':</b>	<b>Partner 8 (to be removed if not needed)</b>	
	<b>Name (and company number/charity number, if applicable):</b>	
	<b>Address:</b>	
	<b>Contact email address:</b>	
Signed by an authorised officer for and on behalf of Partner 8: Name: Title: Signature: Date:		

[DRAFTING NOTE: Please amend the above table to reflect the appropriate number of partners if acting in a partnership.]

Terms and Conditions for Nature Towns and Cities Accreditation Application**1. Interpretation**

1.1 In these terms and conditions (**Terms**), the defined terms are set out within or otherwise defined below:

**'Agreement'** means these Terms together with the Application

**'Application'** means any application submitted by You or on Your behalf in relation to the Nature Towns and Cities (**NT&C**) accreditation scheme.

**'Data Protection Legislation'** means

- **UK GDPR**, as defined in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4);
- the Data Protection Act 2018 (**DPA**);
- the General Data Protection Regulation (Regulation (EU) 2016/679 (**EU GDPR**)) (to the extent that it applies – in the event of conflict, the UK GDPR shall apply);
- all other applicable laws relating to the processing of personal data and privacy (including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003)); and
- any applicable guidance issued by the Information Commissioner and other regulatory authority.

**'Law'** means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Accreditors are bound to comply.

**'Party'** means the Accreditors or You (as appropriate). **'Parties'** means both the Accreditors and You.

1.2 In these Terms, unless the context otherwise requires:

- references to numbered clauses are references to the relevant clause in these Terms;
- any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- the headings to the clauses of these Terms are for information only and do not affect interpretation;
- any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment; and
- the word 'including' shall be understood as meaning 'including without limitation'.

**2. Basis of agreement**

- 2.1 This Agreement applies to Your participation in the NT&C accreditation scheme to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 This Agreement has been entered into on the Start Date set out above and shall continue unless terminated in accordance with these Terms.
- 2.3 The Accreditors acknowledge receipt of £1 (one pound) from You, and You acknowledge receipt of £1 (one pound) from the Accreditors. The Parties acknowledge that these amounts are sufficient consideration for the purposes of these Terms.

### **3. Eligibility**

- 3.1 The Accreditors will only accept Applications made by or on behalf of place-based partnerships where the relevant local authority is part of the Partnership.
- 3.2 If You have been awarded and still hold Foundation Accreditation (as defined in clause 6.2), You can apply for Advanced Accreditation (as defined in clause 6.2).

### **4. Roles**

- 4.1 In Your Application You must appoint an entity from the Partnership as the lead applicant (**Lead Applicant**) who will be responsible for coordinating, collating and submitting the Application signed by all of You.
- 4.2 You will work collaboratively and co-operate with the other members of the Partnership to allow each of You to comply with the obligations in this Agreement.

### **5. Application**

- 5.1 Applications can be submitted to the Accreditors for accreditation as a NT&C.
- 5.2 Applications must be submitted via the NT&C website [Home - Nature Towns & Cities \(Website\)](#) using the prescribed application form which can be found here: [Dashboard - Nature Towns & Cities](#) and include all evidence necessary to illustrate to the Accreditors (to be determined at the Accreditors' sole discretion) that You can demonstrate the Criteria (as defined in clause 6.2). Further guidance on suggested evidence to include and details of the application process are published on the Website.

### **6. Acceptance & Assessment of Applications**

#### *Initial Review*

- 6.1 After receipt of an Application, the Accreditors shall complete an initial review of the Application to ensure that it is valid, including consideration of whether:
  - You meet the eligibility requirements of term 3 above; and
  - You have submitted with Your Application all necessary documentation as required by term 5.2 above.

Only valid Applications will progress.

#### *Assessment*

- 6.2 Each valid Application is assessed by the Accreditors against the relevant accreditation criteria for either level 1 (**Foundation Accreditation**) or level 2 (**Advanced Accreditation**) published on the Website, as may be amended from time to time (**Criteria**). The Accreditors have sole discretion to exercise their judgement when assessing the quality of the Application against the Criteria.

#### *Further information*

- 6.3 After both the Accreditors' initial review and assessment under clause 6.1 and 6.2 respectively, the Accreditors may determine further information or documentation (**Further Information**) is required and request such in writing via the Lead Applicant (**Request**). A maximum of three (3) Requests can be issued per Application.
- 6.4 You must provide a response within one month from the date of the Request to confirm what timeframe You require to collate the Further Information (**Response Timeframe**). The Response Timeframe may be extended by mutual agreement of the Parties.
- 6.5 If the Lead Applicant does not respond to the Request within a month from the date of the Request and the Application is valid, the Application will progress without the Further Information.
- 6.6 You shall co-operate with the Lead Applicant and Accreditors to provide the Accreditors with all Further Information in the Request within the Response Timeframe.
- 6.7 Until the end of the last day of the latest Response Timeframe linked to an ongoing Request, the Application is paused.
- 6.8 Upon receipt of the Further Information the Application will be (re)assessed in accordance with clause 6.2. At this stage the Application may proceed to the decision-making panel if the Accreditors think it is appropriate to do so.

#### *Application Determination*

- 6.9 The decision-making panel is an external independent panel and will make the final decision on whether to award accreditation. The panel's decision on Your Application will be communicated to the Lead Applicant and all Applications will receive feedback.

#### *Accreditation Term*

- 6.10 Successful Applications will be accredited for up to three (3) years from the date of the decision, but retention will be conditional upon meeting the annual review requirements in accordance with these Terms.
- 6.11 If accredited, You agree to act in such a way so as not to bring into disrepute or in any way impact the credibility or reputation of NT&C or the Accreditors.

- 6.12 Once Your accreditation has expired, You would need to reapply for accreditation and accreditation will be removed if a subsequent application is not successful.

## **7. Annual Review & Accreditation Removal**

### *Annual Review*

- 7.1 The Accreditors will conduct an annual review for all accredited partnerships to establish that you meet NT&C requirements. An annual review will include checking that:
- the plans, strategies and policies submitted in Your Application are still in place and are being adhered to and enacted, and
  - reasonable progress has been made towards delivering the proposals contained in Your Application.
- 7.2 You will co-operate with the Accreditors to facilitate all reasonable requests to allow it to undertake the annual review.
- 7.3 The Accreditors will give you reasonable notice prior to the annual review commencing. During this notice period, the Lead Applicant can submit a request in writing to the Accreditors to either add or withdraw members to or from their Partnership in accordance with the process set out in clauses 7.4 and 7.5.

### *Additional partners*

- 7.4 The Accreditors may (at their discretion) permit a request during the annual review notice period to add a member to the Partnership where they determine:
- the proposed new partner is able to deliver the proposals of the original Partnership; and
  - the new partner has agreed to these Terms.

The Accreditors will provide confirmation in writing of the decision and approved partner(s) will be invited to enter a licensing agreement to use the accreditation logo as outlined in clause 8.

### *Withdrawing partners*

- 7.5 During the annual review notice period, any member who wishes to withdraw from the Partnership must notify the Lead Applicant and the Accreditors in writing. The withdrawal will have effect upon the Accreditors' receipt of such notice.
- 7.6 Where the Lead Applicant withdraws, the remaining partners will nominate a new lead applicant.
- 7.7 During the annual review, the Accreditors will determine if the remaining partners are still able to deliver the proposals in Your Application and meet the requirements of the annual review process.

### *Removing partners*

- 7.8 The Accreditors may remove the accreditation from one or more members of the Partnership or the Partnership as a whole during the annual review process where the Accreditors are either unable to determine or the Accreditors have found that the Partnership or one or more members of it does not meet the annual review requirements.
- 7.9 The Accreditors may remove accreditation from one or more members of the Partnership or the Partnership as a whole at any point where:
- the Partnership or one or more members of it is acting in a way that is likely to impact the credibility of NT&C or bring NT&C into disrepute;
  - the Partnership or one or more members of it is acting in a way that is likely to conflict with the proposals set out in the Partnership's Application;
  - the Partnership or one or more members of it is in material breach of any obligation under the Agreement or the separate licensing agreement referred to in clause 8 which is not capable of remedy;
  - the NT&C accreditation process ceases to exist; or
  - the Accreditors, acting reasonably, feel it is appropriate to do so.
- 7.10 Where a circumstance as set out in clause 7.8 or 7.9 applies and the Accreditors (in their sole discretion) consider that the circumstance is reasonably capable of remedy, the Accreditors will make recommendations for remedial measures. In determining whether to remove accreditation (from the Partnership or one or more members of it), the Accreditors will take into account any steps taken by the Partnership to implement such remedial measures within a reasonable timeframe.
- 7.11 Where a circumstance as set out in clause 7.8 or 7.9 applies and the Accreditors (in their sole discretion) consider that (a) the circumstance is not reasonably capable of remedy, or (b) remedial measures have not been implemented within a reasonable timeframe, the Accreditors may (in their sole discretion) remove accreditation with immediate effect (from the Partnership or one or more members of it) without consulting You further
- 7.12 In the event that the Accreditors (in their sole discretion) decide to remove accreditation from the Partnership or one or more members of it:
- the Accreditors will notify the Lead Applicant as soon as reasonably practicable; and
  - the removal shall have immediate effect upon the Lead Applicant's receipt of such notice.

#### *Consequences of withdrawal or removal*

- 7.13 In the event that one or more members of the Partnership is (i) removed from the accreditation pursuant to clause 7.12 (but one or more members remain accredited) or (ii) withdrawn from the Partnership pursuant to clause 7.5:
- the removed or withdrawn partner(s) licence to use the accreditation brand will be terminated;

- subject to clause 7.15, this Agreement will terminate in relation to the removed or withdrawn partner(s) only but will otherwise continue in full force and effect for the remaining partner(s); and
- the removed or withdrawn partners(s) must, at the Accreditor(s) request, return to the Accreditors or destroy all requested documents, information and data as soon as reasonably practicable.

7.14 In the event that accreditation is removed from the Partnership as a whole pursuant to clause 7.12:

- each partner's licence to use the accreditation brand will be terminated;
- subject to clause 7.15, this Agreement will terminate; and
- each partner must, at the Accreditor(s) request, return to the Accreditors or destroy all requested documents, information and data as soon as reasonably practicable.

7.15 Notwithstanding termination of this Agreement, the following clauses shall continue in force: clause 10 (Intellectual Property), clause 11 (Freedom of Information); clause 12 (Privacy Notice and Data Rights); clause 13 (Limitation of Liability); clause 14 (General); clause 15 (Notices); and clause 16 (Governing Law and Jurisdiction).

## **8. Accreditation Logo**

8.1 Successfully accredited Applicants may use the accreditation logo (for the period of their accreditation) only after entering into a separate licence agreement with the National Trust. The National Trust reserves the right to terminate this licence at any point should the licensee breach the terms of the licence. The accreditation logo shall at all times remain the property of the National Trust.

## **9. Transfer**

9.1 You may not sell or transfer Your NT&C accreditation.

9.2 One or both of the Accreditors may transfer an Agreement to another organisation (including to the other Accreditor) or otherwise dispose of its rights and obligations under the Agreement. We will tell You in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

## **10. Intellectual property**

10.1 All intellectual property rights (**IPR**) in any information or material introduced by one Party to the other Party for the purposes of this Agreement shall remain the property of the Party that owned such IPR prior to such introduction.

10.2 You hereby grant the Accreditors a perpetual, royalty free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all IPR in Your Application or in any materials accompanying Your Application for the purposes of the Agreement and the NT&C scheme.

10.3 We do not anticipate that any new IPR will be created in relation to this Agreement, but if any IPRs are created then this will be owned by the party who created it.

**11. Freedom of information**

- 11.1 You acknowledge that Natural England is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**) and that Natural England may need to share documents or information We hold associated with an Application in response to an FOIA or EIR request including any file notes. In making any disclosure, Natural England will have due regard to Data Protection Legislation.
- 11.2 You will provide all necessary assistance and cooperation which We reasonably request for the purposes of complying with obligations under FOIA and EIR within the time period We specify. You must tell us as soon as reasonably practicable if You receive a FOIA/EIR request intended for Natural England.

**12. Privacy notice and data rights**

- 12.1 You confirm:
- You have read the privacy notice associated with Your Application: [Privacy Policy - Nature Towns & Cities](#)
  - You have all the required consents, rights, powers and authorities to share the documents and data (including any intellectual property rights in them) provided within Your Application (the Data) with the Accreditors and will indemnify the Accreditors against any and all losses incurred by the Accreditors as a result of any claim that the supply, receipt or use of the Data infringe the intellectual property rights of any third party;
  - You will not cause the Accreditors to breach any Data Protection Legislation; and
  - You will only provide necessary personal data in respect of Your Application.
- 12.2 The Parties agree to comply with the Data Protection Legislation.

- 12.3 You will provide all necessary assistance and cooperation as reasonably requested by the Accreditors to comply with their obligations under Data Protection Legislation which arise in connection with this Agreement.
- 12.4 The Parties acknowledge that for the purposes of the Data Protection Legislation neither Party will act as a Processor of the other (Processor having the meaning given to it in the UK GDPR). In the event that there is any change which requires either Party to act as a Processor the Parties agree, at their own cost, to enter into the standard data protection clauses (as amended or replaced from time to time).

### **13. Limitation of Liability**

- 13.1 The Accreditors hereby exclude all its or their liabilities, to the fullest extent permitted by law, in the event of any decision made by the Accreditors (or an Accreditor) relating to NT&C, including but not limited to, a decision to reject an Application or the subsequent removal of accreditation.
- 13.2 The Parties acknowledge that accreditation is not a guarantee in respect of any possible funding opportunities and the National Trust and Natural England accept no liability where funding is not awarded to You.
- 13.3 The Parties acknowledge that the Accreditors' accreditation only confirms the compliance of Your Application with the relevant Criteria and overriding objectives of NT&C and in no way constitutes any other form of consent, approval, licence or permit in relation to Your proposals, whether or not either Accreditor is the relevant authority for the provision of such consent.

### **14. General**

- 14.1 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 14.2 The Accreditors by agreement retain the right and discretion to revise, modify or add to these Terms at any point in time. Where amendments are made these will be communicated to You via the Lead Applicant.
- 14.3 The Agreement supersedes and replaces any prior written or oral agreements, representations or understandings between them in respect of NT&C accreditation.
- 14.4 Nothing in this Agreement shall exclude liability for fraud or fraudulent misrepresentation.
- 14.5 You shall comply with all applicable Law including but not limited to the Bribery Act 2010, Modern Slavery Act 2015 and Criminal Finances Act 2017.

- 14.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between You and the Accreditors other than the relationship expressly provided for in the Agreement. You do not have any authority to make any commitments on the Accreditors' behalf.
- 14.7 If any provision (or part of a provision) of these Terms is held to be invalid, unenforceable or illegal, such provision shall be severed and the other provisions will remain in force and effect.
- 14.8 You understand that no decision of the Accreditors may be taken as indicating that Natural England has given consent or assent to, or any other kind of approval of or acquiescence to, the carrying out of any particular works or proposal within Your Application.
- 14.9 Nothing in these Terms shall prejudice, conflict with or affect the exercise by Natural England of its statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations arising or imposed under any Law, nor shall it fetter the exercise of any discretion Natural England may have.

## **15. Notices**

- 15.1 Any notice to be given under this Agreement shall be in writing (including email) and shall be delivered to:
- For the Partnership: the Lead Applicant to the email address set out in Your Application, or such other email address as that Party may from time to time notify to the Accreditors in accordance with this clause
  - For the Accreditors: [info@naturetownsandcities.org.uk](mailto:info@naturetownsandcities.org.uk)
- 15.2 Notices served as above shall be deemed served on the working day of delivery provided delivery is before 5:00pm on a working day. Otherwise, delivery shall be deemed to occur on the next working day. An email shall be deemed delivered when sent unless an error message is received.

## **16. Governing law and jurisdiction**

These Terms and any non-contractual obligations, disputes or claims arising out of or in connection with them are governed by and shall be interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.