



**LIVERPOOL  
CITY REGION**  
COMBINED AUTHORITY

**METROMAYOR**  
LIVERPOOL CITY REGION

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STRATEGIC INVESTMENT FUND

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Dated

2020

INTER AUTHORITY AGREEMENT FOR THE  
LIVERPOOL CITY REGION COMBINED  
AUTHORITY DIGITAL INFRASTRUCTURE DIG-  
ONCE PROJECT

between

- (1) Liverpool City Region Combined Authority
- (2) Halton Borough Council
- (3) Knowsley Metropolitan Borough Council
- (4) Liverpool City Council
- (5) Sefton Metropolitan Borough Council
- (6) St Helens Council
- (7) Wirral Borough Council

and

- (8) Merseytravel

**BETWEEN:**

1. **LIVERPOOL CITY REGION COMBINED AUTHORITY** whose address is No.1 Mann Island, Liverpool L3 1BP (**LCRCA**)
2. **HALTON BOROUGH COUNCIL** whose address is Municipal Buildings, Kingsway, Widnes WA8 7QF
3. **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** whose address is 20 Archway Road, Huyton, Liverpool L36 9UX
4. **LIVERPOOL CITY COUNCIL** whose address is Cunard Building, Water Street, Liverpool, L3 1DS
5. **SEFTON METROPOLITAN BOROUGH COUNCIL** whose address is Magdalen House, 30 Trinity Road, Bootle, Liverpool L20 3NJ
6. **ST HELENS METROPOLITAN BOROUGH COUNCIL** whose address is 3<sup>rd</sup> Floor, Wesley House, Corporation Street, St Helens WA10 1HF
7. **WIRRAL METROPOLITAN BOROUGH COUNCIL** whose address is Wallasey Town Hall. 51 Brighton Street, Wirral, Wallasey CH44 8ED; and
8. **MERSEYTRAVEL** whose address is No.1 Mann Island, Liverpool L3 1BP

**BACKGROUND**

- (A) The LCRCA has adopted the Dig Once Programme (defined below).
- (B) Under the LCRCA's Strategic Investment Fund process £6.39m has been made available to achieve the objectives and outputs of the Dig Once Programme.
- (C) Under the Dig Once Approval Process (defined below) Contracting Authorities will propose via submission of a Dig Once Approval form and, if approved, receive funding for the provision of Dig Once Project Services.
- (D) This agreement is supplemental to a Dig Once Collaboration Agreement that each Contracting Authority will individually enter into with the LCRCA in respect of delivering to the LCRCA the respective Dig Once Project Services in the territory of each such Contracting Authority.

- (E) This agreement records the principles and terms in relation to the activities of the LCRCA and of each Contracting Authority under its respective Dig Once Collaboration Agreement and the applicable Contract, including:
- (i) to commit the relevant Contracting Authority to perform the Dig Once Project Services under the relevant Works Contract;
  - (ii) to commit the LCRCA, subject to success of a Dig Once Approvals, to pay to the relevant Contracting Authority the Funding for the provision of the relevant Dig Once Project Services identified under the relevant Dig Once Collaboration Agreement; and
  - (iii) to bind the Contracting Authorities to adhere to the terms of their respective Dig Once Collaboration Agreements to the extent applicable to their respective activities in relation to Dig Once Project Services.

**IT IS AGREED** as follows:

## 1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement. Other capitalised terms used but not defined in this agreement shall have the meanings given to them in the relevant Dig Once Collaboration Agreement.

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date** means the date when this agreement has been signed and dated by the last of the parties to sign it.

**Confidential Information** means all confidential information relating to the which any party to this agreement directly or indirectly discloses, or makes available, to another party to this Agreement

**Contracting Authority** means each of the parties named at 2-8 at the head of this Agreement.

**Dig Once Approval** means an approval made by the LCRCA in respect of Funding under the Dig Once Approval Procedure.

**Dig Once Approval Procedure** means the procedure for approving a Dig Once Approval as set out in Schedule 3 attached and as may be updated by the LCRCA and notified to Contracting Authorities from time to time.

**Dig Once Collaboration Agreement** means the collaboration agreement related to the Dig Once Project Services and between LCRCA and the relevant Contracting Authority under which the funding for the Dig Once Project Services are to be provided a template for which is attached at Schedule 2 hereto.

**Dig Once Programme** means the installation of digital infrastructure (ducts, chambers and other associated equipment) at the same time as a Contracting Authority undertakes highway or other works, and in so doing, save money, time and disruption.

**Dig Once Project Services** means the services relating to the procurement, the project management, the delivery of the relevant works (to be delivered to such Contracting Authority by the relevant Supplier under the relevant Works Contract) and ancillary services to be provided by the each Contracting Authority under the terms of its respective Dig Once Collaboration Agreement and this agreement.

**Funding** means the funding from LCRCA to be made available to a Contracting Authority in relation to the Dig Once Project Services and to be distributed by the LCRCA pursuant to the respective Dig Once Collaboration Agreement and this agreement.

**Procurement Regime** all applicable law pertaining to public procurement, including the Public Contract Regulations 2015.

**Project Governance Requirements** means the requirements related to Dig Once Project Services governance and the Dig Once Programme as set out in Schedule 4.

**Reporting Requirements** means the reporting requirements related to Dig Once Project Services and the Dig Once Programme as set out in Schedule 5.

**Services** means any and all services to be provided by a Supplier to the relevant Contracting Authority under the Works Contract.

**State Aid Law** means the law embodied in Articles 107 to 109 of the Treaty on the Functioning of the European Union and such further decisions of the European Institutions and Courts as supplement the state aid provisions contained within the treaty, as well as any broadly equivalent provisions in any other international treaty or instrument which is applicable to the United Kingdom and which governs the giving of aid by the state to undertakings..

**Supplier** means Contracting Authorities' own Services supplier/contractor under the Works Contract.

**Works Contract** means a works contract for the provision of Services by the Supplier to a Contracting Authority under which it will deliver, inter alia, the Dig Once Project Services.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this **agreement** includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement, unless specified otherwise, and references to paragraphs are to paragraphs of the Schedule.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax but not email.

- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference to **this agreement** or to **any other agreement or document referred to in this agreement** is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.15 Where any statement is qualified by the expression **so far as a party is aware or to a party's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.17 Where there is a conflict between the terms and conditions of this agreement and the Dig Once Collaboration Agreement or the Works Contract such conflict shall be determined in accordance with the following order of precedence:
- 1.17.1 the Dig Once Collaboration Agreement;
  - 1.17.2 this agreement; and
  - 1.17.3 the Works Contract.

## 2 **COMMENCEMENT AND DURATION**

- 2.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until all available Funding has been drawn down and all capability under each Dig Once Collaboration Agreement has been deployed or the end of the Dig Once Programme (whichever is the later), at which point this agreement shall terminate automatically without notice.

## 3 **PRICE AND PAYMENT**

- 4 Subject to the due and proper performance by the relevant Contracting Authority of its obligations under its Dig Once Collaboration Agreement and this agreement the LCRCA shall make payment of the relevant Funding as set out in the respective Dig Once Collaboration Agreement.

**5 PROJECT MANAGEMENT**

- 5.1 The Project Governance Requirements shall apply to the Dig Once Project Services and each party shall comply with them.
- 5.2 Each party shall co-operate with the other in good faith and provide all reasonable assistance to each other in respect of the Dig Once Project Services.

**6 ACCESS AND WAYLEAVE**

- 6.1 Each Contracting Authority shall enter into an industry standard wayleave substantially in the form as set out in Schedule 1 allowing the LCRCA or its agents access to land to perform its repair and maintenance obligations.

**7 REPORTING REQUIREMENTS**

- 7.1 Each Contracting Authority undertakes to the LCRCA that it shall comply with its reporting requirements pursuant to Schedule 5 of this agreement.
- 7.2 Where Contracting Authorities have entered into Works Contracts, they shall, and shall procure that their respective Suppliers shall, keep detailed records of all Dig Once Project Services including but not limited to any such records as are expressly required to be kept in accordance with the Reporting Requirements.

**8 CO-OPERATION**

- 8.1 Each Contracting Authority shall:
  - 8.1.1 not do or omit to do any act that would constitute a breach of the Dig Once Collaboration Agreement provided that nothing shall prevent a Contracting Authority from adhering to applicable law or from doing what is necessary in an emergency to mitigate the risk of harm to persons or property;
  - 8.1.2 provide all reasonable co-operation and assistance to the LCRCA and its agents and take any further actions as reasonably requested by the LCRCA (all in a timely manner) to enable the LCRCA and its agents to comply with its obligations, and receive the benefit of its rights, pursuant to the Dig Once Collaboration Agreement;
  - 8.1.3 comply in all respects with the terms of its Works Contract; and

- 8.1.4 at all times, use its reasonable endeavours to comply with the provisions of the Dig Once Programme in relation to carrying out its Dig Once Project Services;

## 9 **DIG ONCE PROJECT SERVICES GOVERNANCE**

9.1 Each party shall:

9.1.1 supply to the other parties information and assistance reasonably requested by it relating to the Dig Once Project Services as is necessary to enable that other party to perform its own obligations in relation to the Dig Once Services ; and

9.1.2 review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to the Project, as soon as reasonably practicable at the request of the other parties, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

9.2 Notwithstanding the generality of clause 9.1 the Dig Once Project Services shall be governed in accordance with the structure set out in Schedule 4.

## 10 **STATE AID AND OTHER LAWS**

10.1 Each party, in relation to the exercise of its rights and obligations under this agreement, including with regard to Dig Once Project Services, shall at all times for the duration of this agreement:

10.1.1 comply with any applicable provisions in the Dig Once Collaboration Agreement in relation to State Aid Law, the Procurement Regime, the Public Services (Social Value) Act 2012 and any other applicable laws and regulations;

10.1.2 not do or omit to do any act that would cause itself or the other party to breach State Aid Law, the Procurement Regime or any other laws or regulations referred to in the Dig Once Collaboration Agreement.

## 11 **CONFIDENTIALITY**

11.1 Each party undertakes that it shall not at any time, disclose to any person any Confidential Information of the other parties, except as permitted by clause 11.2.



- 11.2 Each party may disclose the other parties' Confidential Information:
- 11.2.1 to its employees, officers, sub-contractors or professional advisers on a need to know basis for the performance of its obligations or receipt of benefits under this agreement. Each party shall procure that anyone to whom it discloses the other party's Confidential Information under this clause shall comply with clause 11.1 as though they were a party to this agreement; or
  - 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 On the termination or expiry of this agreement, each party shall promptly return (or if requested destroy) all Confidential Information of the other party.
- 11.4 No party will make any public announcement or publicity statement relating to the other parties, any dispute between the parties or the subject matter of this agreement without the other parties' prior written consent (except as required by law or by any legal or regulatory authority).

## 12 **DATA PROTECTION**

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as applicable in England).

## 13 **FREEDOM OF INFORMATION**

- 13.1 Each party acknowledges that the other parties are subject to the requirements of the Freedom of Information Code of Practice ("Code"), the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) which require either party to make available to the public information that it holds.
- 13.2 Each Contracting Authority shall assist and cooperate with the LCRCA (and vice versa) to enable the other party to comply with its obligations under the FOIA and the EIR.

## 14 LIMIT OF LIABILITY

- 14.1 Unless otherwise agreed in a Dig Once Collaboration Agreement the LCRCA accepts no liability for any consequences or Losses, whether arising directly or indirectly, that may arise in connection with:
- 14.1.1 a Contracting Authority providing its Dig Once Project Services;
  - 14.1.2 the Contracting Authority's procurement, and the Supplier's performance, of the Contract; and/or
  - 14.1.3 the Dig Once Collaboration Agreement being terminated;
  - 14.1.4 termination or expiry of this agreement in accordance with clause 2.1.
- 14.2 Save in respect of any liabilities that cannot be lawfully limited, the LCRCA's liability to each Contracting Authority under this agreement is limited to:
- 14.2.1 the obligation to make payment of the Funding monies when due and payable in accordance with the Dig Once Collaboration Agreements; and
  - 14.2.2 The liabilities arising under the terms of the relevant Dig Once Collaboration Agreement.
- 14.3 Each Contracting Authority shall indemnify and hold harmless the LCRCA, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the respective Contracting Authority in relation to the relevant Dig Once Project, the non-fulfilment of obligations of the respective Contracting Authority under the Works Contract or this agreement or its obligations to third parties.
- 14.4 The LCRCA shall indemnify and hold harmless each Contracting Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of LCRCA in relation to the relevant Dig Once Project, this agreement and/or the relevant Dig Once Collaboration Agreement.

14.5 Nothing in this agreement shall exclude or limit any party's liability for death or personal injury caused by its negligence or any other liability which cannot be limited or excluded by law.

15 **Not Used**

16 **CONSEQUENCES OF TERMINATION**

16.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

16.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination [or expiry.

17 **ASSIGNMENT AND OTHER DEALINGS**

17.1 The LCRCA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement provided that it gives prior written notice of such dealing to the Contracting Authorities.

17.2 No Contracting Authority shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement save that it shall be permitted to assign or transfer its rights and obligations under this agreement either as required by law or to any other body which substantially performs any of the functions that previously had been performed by the Contracting Authority.

18 **VARIATION**

Any amendments to this agreement shall only be valid if they are in writing and signed by an authorised representative of the parties.

19 **NOTICES**

19.1 Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by prepaid first-class post or other next working day delivery service, at the

address of the party as set out in at the head of this agreement or as otherwise notified in writing from time to time.

19.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

19.3 This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any mediation or other method of dispute resolution.

## 20 **SEVERANCE**

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

## 21 **NO PARTNERSHIP OR AGENCY**

This agreement shall not create any partnership or joint venture between the LCRCA and any Contracting Authority, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other parties.

## 22 **WAIVER AND CUMULATIVE REMEDIES**

22.1 The rights and remedies provided by this agreement may be waived only in writing by an authorised representative of the parties in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

22.2 Unless a right or remedy of the LCRCA is expressed to be an exclusive right or remedy, the exercise of it by the LCRCA is without prejudice to the LCRCA's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by a party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

22.3 The rights and remedies provided by this agreement are cumulative and, unless otherwise provided in this agreement, are not exclusive of any right or remedy provided at law or in equity or otherwise under this agreement.

23 **COUNTERPARTS**

This agreement may be signed in any number of counterparts, each of which when signed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute a single agreed agreement. Transmission of a signed counterpart of this agreement by email in PDF format shall take effect as delivery of a signed counterpart of this agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement so made, the LCRCA and the Contracting Authorities shall provide each other with the original of such counterpart as soon as reasonably practicable.

24 **THIRD PARTY RIGHTS**

This agreement does not and is not intended to confer any contractual benefit on any person who is not a party pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

25 **FURTHER ASSURANCE**

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

26 **COSTS**

Each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

27 **ENTIRE AGREEMENT**

27.1 This agreement and any documents referred to therein, constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

## 28 DISPUTE RESOLUTION

28.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided otherwise in this agreement, the parties shall follow the dispute resolution procedure set out in this clause:

28.1.1 a party to the Dispute shall give to the other parties written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documentation. On service of the Dispute Notice the LCR Dig Once Programme Director of the LCRCA and the Director of the Dig Once Project Team of the applicable Contracting Authority shall attempt in good faith to resolve the Dispute;

28.1.2 if the LCR Dig Once Programme Director of the LCRCA and the Director of Project Team of the applicable Contracting Authority are for any reason unable to resolve the Dispute within ten Business Days of service of the Dispute Notice, the Dispute shall be referred to the LCRCA's Senior Responsible Officer for the LCR Dig Once Programme and the Chief Executive of the applicable Contracting Authority who shall attempt in good faith to resolve it; and

28.1.3 if the LCRCA's Senior Responsible Officer for the LCR Dig Once Programme and Chief Executive of the applicable Contracting Authority are for any reason unable to resolve the Dispute within 15 Business Days of it being referred to them, the parties shall attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR Notice**) to the other parties requesting a mediation. A copy of the ADR Notice should be sent to CEDR. The mediation shall start not later than 30 Business Days after the date of service of the ADR Notice. Unless otherwise agreed by the parties, CEDR, in conjunction with the mediator, shall make the necessary arrangements for the mediation including:

28.1.3.1 nominating, and obtaining the agreement of the parties to, the mediator;

28.1.3.2 organising a suitable venue and dates;

28.1.3.3 organising exchange of documents;

28.1.3.4 meeting with the parties (and the mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and

28.1.3.5 general administration in relation to the mediation.

28.2 No Party may commence any court proceedings in relation to any dispute arising out of this agreement until 60 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay in appointment. Nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

## 29 **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

## 30 **JURISDICTION**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**THIS AGREEMENT** has been entered as a deed into on the date stated at the beginning of it

**SCHEDULE 1**

**FORM OF INDUSTRY STANDARD WAYLEAVE**



**SCHEDULE 2**

**DIG ONCE COLLABORATION AGREEMENT TEMPLATE**

### **SCHEDULE 3**

#### **DIG ONCE APPROVAL PROCEDURE**

Once schemes have been identified by a Contracting Authority it will submit a Dig Once Project Profile Form (in the form set out in Schedule 1 to the Dig Once Collaboration Agreement attached at Schedule 2 hereto and each scheme shall be objectively assessed by the LCRCA against the following criteria:

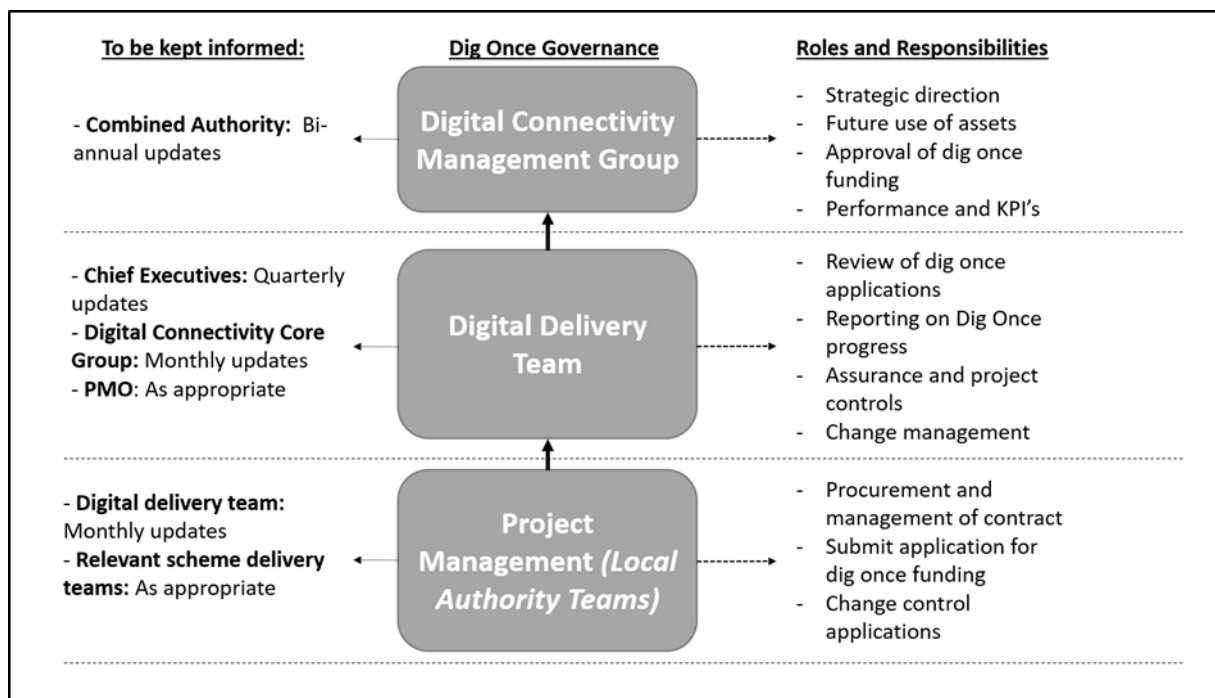
- Location
- Scheme type
- Time
- Affordability
- Stakeholders
- Existing Asset
- Contract

## SCHEDULE 4

### PROJECT GOVERNANCE

#### Contracting Authority responsibilities

1. Be the main Signatory on an individual Works Contract between the Contracting Authority and the Supplier;
2. Work collaboratively with the Supplier, LCRCA and the other Contracting Authorities and adhere to the requirements of the Works Contract and this Agreement;
3. Seek to mitigate and minimise delivery risks and issues under the Contract;
4. Participate in progress monitoring, reporting, meetings and overall delivery management.
5. Undertake reviews of the works under the Works Contract and to enable payments to be made to the Supplier under the Works Contract;
6. Co-Ordinate stakeholder engagement activity within locality.



## **SCHEDULE 5**

### **REPORTING REQUIREMENTS**

Monthly progress reports as further detailed in the Dig Once Collaboration Agreement consisting of cost, programme, performance data and planning/asset mapping data information.

[Note: correct execution blocks awaited from Contracting Authorities]

Executed as a deed by **LIVERPOOL CITY REGION COMBINED AUTHORITY** acting by [NAME OF OFFICER], an officer, in the presence of: .....  
[SIGNATURE OF OFFICER]

.....  
[SIGNATURE OF WITNESS]  
NAME  
ADDRESS  
OCCUPATION OF WITNESS]

Executed as a deed by **MERSEYTRAVEL** acting by [NAME OF OFFICER], an officer, in the presence of: .....  
[SIGNATURE OF OFFICER]

.....  
[SIGNATURE OF WITNESS]  
NAME  
ADDRESS  
OCCUPATION OF WITNESS]

[The Corporate Seal of HALTON BOROUGH COUNCIL was affixed to this Deed in the presence of: )  
)  
)  
)

\_\_\_\_\_  
Chief Executive

**[The Corporate Seal of** )  
**KNOWSLEY METROPOLITAN BOROUGH COUNCIL** was )  
affixed to this Deed in the )  
presence of: )

\_\_\_\_\_  
Chief Executive

**[The Common Seal of** )  
**LIVERPOOL CITY COUNCIL** was )  
affixed to this Deed and is )

**[The Common Seal of** )  
**SEFTON METROPOLITAN BOROUGH COUNCIL** was )  
affixed to this Deed in the )  
presence of: )

\_\_\_\_\_  
[ ]  
\_\_\_\_\_

[The Corporate Seal of )  
**ST HELENS METROPOLITAN BOROUGH COUNCIL** was )  
affixed to this Deed in the )  
presence of: )

\_\_\_\_\_  
Chief Executive

[The Corporate Seal of )  
WIRRAL BOROUGH COUNCIL was )  
affixed to this Deed in the )  
presence of: )

\_\_\_\_\_  
Chief Executive