

EDEN LOGO

Agreement in Principle in respect of the provision of Car Parking for Eden North

This Agreement in Principle sets out the principal terms of, and subject to which, Lancaster City Council and Eden Project International are willing to enter into an Agreement together for the provision of Car Parking for the Eden Project, Morecambe.

Background:

To enable Lancaster City Council Development Control Officers to make a recommendation to Planning Committee, there needs to be an agreement in principle between the Parties that secures Eden North’s parking provision in Morecambe Town Centre in line with the Transport Assessment submitted with its planning application

This agreement in Principle is not exhaustive and is not intended to be legally binding between the parties, except where specifically stated.

The following terms have been agreed between the parties in principle, subject to contract:

Parties:	<p><b>EDEN PROJECT INTERNATIONAL LIMITED</b>, a company registered in England and Wales with company number 10770957 whose registered office is at Eden Project, Bodelva, Par, Cornwall PL24 2SG (<b>Eden</b>)</p> <p><b>LANCASTER CITY COUNCIL</b>, whose principal address is at Town Hall, Dalton Square, Lancaster LA1 1PJ (<b>City Council</b>)</p>
Term:	To be agreed between the parties – minimum term of 10 years subject to review?
Main Obligations:	<p>City Council to make up to 400 car parking spaces available for use by visitors and staff to the Eden Project.</p> <p>Such car parking spaces are to be across a variety of Council owned/ operated car parking sites all of which are to be located within a 650m radius of the Eden Project Site.</p> <p>The parties will enter into an agreed Parking Strategy to address the management and operation of the provision of car parking spaces.</p> <p>The parties agree that the basis of the provision of the car parking spaces will be on the basis that 400 spaces is the maximum number of spaces required by Eden on any day and it assume no rotation in use (ie. each car using a space is assumed to stay for the entire day) for Eden visitors and staff.</p>

Charges:	Charging regime/ Ticket prices/ pricing reviews to be agreed upon between the parties, subject always to the base position that the Council will suffer no detriment to its current revenue or capital costs.
Payment:	Payment dates to be agreed upon between the parties
Types of Tickets:	Staff Visitors to primary car parks (car parks where spaces can be cordoned off and reserved) Visitors to alternative car parks (unreserved spaces but ticket machines can be calibrated to issue parking tickets from the Eden Visitor Ticket QR code)
Location of Car Parks:	To be identified as an initial core group of Car Parks with provision for addition/ removal from these.  The Parties agree that the City Council may from time to time, take back car parks for the purposes of regeneration and/or redevelopment. The taking back of car parks will be subject to the Council offering alternative equivalent/ similar car parking to Eden in substitution for the original spaces. Any alternative car parking will be offered in line with the agreed parking requirements and highway authority approval reached before issuing a relocation notice on Eden. Notice to only be effective if the relocated spaces/ car park(s) are not materially less convenient to Eden. Notice period to be agreed between the Parties and the service of relocation notices to be limited to a set amount per year/ fixed period - to be agreed between the Parties. Dispute resolution process to be followed in event of dispute.
Provision of further car park materials/ equipment (Barriers, APNR, pay on foot, cones etc)	Parties to reflect in the Charges an appropriate level of costs in respect of regular maintenance costs to keep the car parks in a good state of repair, insurance costs and further, the installation, maintenance, repair and replacement of any new equipment required at the Car Parks – this is also to include any increase in staffing costs by City Council
Interruption to Car Parking services:	Parties to agree upon process in the event of interruption to car parking services ie. machine malfunction/ faulty tickets, closure of car park, utility service failure and any other sources of disruption to services.  In event of circumstances not within a party's reasonable control eg. Natural disasters, flood, pandemic (force majeure) will not be a breach of the agreement
Enforcement	Parties to agree procedure and apportionment of costs in respect of

	the provision by City Council of car parking enforcement.
Other matters for consideration	Data Protection/ Sharing – the parties will enter into a separate agreement (if necessary) regarding how is data to be handled between the parties. As our car parks do not have specific terms and conditions and are instead subject to a Road Traffic Order –Eden will be provided with details of this order and they will be responsible for bringing this to the attention of the visitor when buying a ticket.
Further agreement – Parking Strategy:	The Parking Strategy identified in the Main Obligations is to address the following: <ul style="list-style-type: none"> <li>- Development of a ‘Dynamic Management System’ intended to provide 24 hour advance notice to City Council of the number of spaces required</li> <li>- Ticketing details showing how ticket holders can only park in designated car parks to enable entry to Eden North and how avoid visits from stated train/bike users from arriving by car.</li> <li>- Convening a ‘taskforce’ to prepare signage/wayfinding Strategy for Morecambe</li> <li>- Process to identify/ reserve spaces for use by Eden only (dependent upon equipment in situ at each car park)</li> <li>- Ticket prices and review dates</li> <li>- The hours of availability for tickets</li> <li>- Car parking enforcement</li> <li>- Insurance claim procedure</li> <li>- The responsibility in respect of the costs for the provision of the above</li> </ul> The Parking Strategy and the agreement will be drafted on the basis that there shall be no negative impact upon the Council’s financial position.
Monitoring	The Parties are to agree a monitoring regime on an ongoing basis after opening to test the efficacy of the parking arrangements and to make the necessary changes to either increase or reduce or re-locate parking space provision.
Dispute Resolution	An agreed form of dispute resolution clause to be included.
Termination provisions:	By agreement and/or on default Terms regarding notice period and events of default to be agreed upon between the parties

Nothing in this agreement in principle is intended to create legal relations between the parties.

Signed by.....	Signed by.....
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Name.....	Name.....
On behalf of Lancaster City Council	On behalf of Eden Projects International Limited
Date.....	Date.....

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