**DATED FIRST OF APRIL 2026**

**BROADS (2006) INTERNAL DRAINAGE BOARD**

**-AND-**

**KING'S LYNN INTERNAL DRAINAGE BOARD**

**-AND-**

**NORFOLK RIVERS INTERNAL DRAINAGE BOARD**

**-AND-**

**SOUTH HOLLAND INTERNAL DRAINAGE BOARD**

**-AND-**

**EAST SUFFOLK WATER MANAGEMENT BOARD**

**AND**

**WAVENEY LOWER YARE AND LOTHINGLAND INTERNAL DRAINAGE BOARD**

**-AND-**

**PEVENSEY AND CUCKMERE WATER LEVEL MANAGEMENT BOARD**

**AND**

**UPPER OUSE WATER MANAGEMENT BOARD**

# CONSORTIUM AGREEMENT

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This DEED is made on the **first** day of **April 2026**

**BETWEEN:**

1. BROADS (2006) INTERNAL DRAINAGE BOARD (Constituted by the Broads (2006) Internal Drainage Board Order 2006, Statutory Instrument 2006 No. 773) whose office is at Cess Road House, Martham, Norfolk NR29 4RF5DD; and

2. KING'S LYNN INTERNAL DRAINAGE BOARD (Constituted by the Amalgamation of the West of Ouse, Gaywood, Magdalen, Marshland Smeeth and Fen, and Wingland Internal Districts Order 2004, Statutory Instrument 2004 No. 1657) whose office is at Pierpoint House, 28 Horsley's Fields, King's Lynn, Norfolk PE30 5DD; and

3. NORFOLK RIVERS INTERNAL DRAINAGE BOARD (Constituted by the Broads and Norfolk Rivers Internal Drainage Boards Order 2005, Statutory Instrument 2005 No. 429) whose office is at Pierpoint House, 28 Horsley's Fields, King's Lynn, Norfolk PE30 5DD; and

4. SOUTH HOLLAND INTERNAL DRAINAGE BOARD (Constituted by the Anglian Water Authority (South Holland Internal Drainage District) Order 1974, Statutory Instrument 1974 No. 1209) whose office is at Marsh Reeves, Foxes Lowe Road, Holbeach, Lincolnshire PE12 7PA; and

5. EAST SUFFOLK WATER MANAGEMENT BOARD (Constituted by The East Suffolk Internal Drainage Board Order 2008, Statutory Instrument 2008 No. 750) whose office is at Pierpoint House, 28 Horsley's Fields, King's Lynn, Norfolk PE30 5DD; and

6. WAVENEY LOWER YARE AND LOTHINGLAND INTERNAL DRAINAGE BOARD (constituted by The Waveney Lower Yare and Lothingland Internal Drainage Board Order 2006 Statutory Instrument 2006 No.2140) whose office is at Pierpoint House, 28 Horsley's Fields, King's Lynn, Norfolk PE30 5DD; and

7. PEVENSEY AND CUCKMERE WATER LEVEL MANAGEMENT BOARD (constituted by The Pevensey and Cuckmere Water Level Management Board Order 2016 No.854) whose office is at Pierpoint House, 28 Horsley's Fields, King's Lynn, Norfolk PE30 5DD.

8. UPPER OUSE WATER MANAGEMENT BOARD (constituted by The Upper Ouse and Water Management Board Order 2026 No. 61) whose office is at Vale House, Broadmead Road, Stewartby, Bedford, MK43 9ND

Hereinafter collectively called the "Member Boards" and individually "Member Board"

**WHEREAS:**

1. Broads (2006) IDB, King's Lynn IDB and Norfolk Rivers IDB and their predecessors had been operating as a consortium called the "King's Lynn Consortium", on terms stated in Deeds dated 29 December 1972, 24 June 1977 and 1 April 1990 and under certain informal arrangements until 31 March 2007.

2. The members of the King's Lynn Consortium of Internal Drainage Boards agreed to terminate the King's Lynn Consortium of Internal Drainage Boards on 31 March 2007 and created a new consortium called the "Water Level Management Alliance" from 1 April 2007 with South Holland IDB on the terms set out in the Consortium Agreement dated 30 March 2007. By deed made 15 May 2008 between the then members of the Water Level Management Alliance, the East Suffolk Internal Drainage Board (now East Suffolk Water Management Board) joined the

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Water Level Management Alliance with effect from 1 April 2008.

3. The then members of the Water Level Management Alliance agreed to allow The Waveney Lower Yare and Lothingland Internal Drainage Board to join the Water Level Management Alliance with effect from 1 April 2020 on terms set out in the Consortium Agreement dated 15 May 2020.

4. The then members of the Water Level Management Alliance agreed to allow The Pevensey and Cuckmere Water Level Management Board to join the Water Level Management Alliance with effect from 1 April 2024 on terms set out in the Consortium Agreement dated 29 March 2024.

5. The members of the Water Level Management Alliance have agreed to allow The Upper Ouse Water Management Board to join the Water Level Management Alliance with effect from 01 April 2026

6. Each of the Member Boards wishes with effect from 1 April 2026 without losing its autonomy to an unacceptable degree and without unduly increasing its liabilities:-

6.1 To develop an integrated central administration for the Member Boards in order to reduce costs, increase influence and strengthen its organization in a consortium to be known as the "Water Level Management Alliance" or such other name as may be agreed from time to time by all of the Member Boards on the terms set out in this Deed ("the Consortium"); and

6.2 To constitute a representative body of the Member Boards to co-ordinate oversee and direct the integrated administration of the Member Boards and joint utilization of assets and resources to be called the Consortium Management Committee (hereinafter called the "CMC") with the terms of reference powers and duties expressed in this Deed; and

6.3 To appoint one individual as Chief Executive Officer for each of the Member Boards and the Consortium from 1 April 2026 with such duties and responsibilities as the CMC may from time to time determine; and

6.4 To fully comply with all aspects of applicable law and best practice and commit wholeheartedly to providing quality services to key stakeholders.

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**NOW IT IS HEREBY AGREED** as follows:

## 1. Definitions and Interpretation

1.1 In this Deed unless the contrary intention appears the following definitions apply:-

"Broads (2006) IDB" means the party hereto of the first part and includes the successors in title to the Broads (2006) IDB.

"King's Lynn IDB" means the party hereto of the second part and includes the successors in title to the King's Lynn IDB.

"Norfolk Rivers IDB" means the party hereto of the third part and includes the successors in title to the Norfolk Rivers IDB.

"South Holland IDB" means the party hereto of the fourth part and includes the successors in title to the South Holland IDB.

"East Suffolk WMB" means the party hereto of the fifth part and includes the successors in title to the East Suffolk WMB.

"Waveney IDB" means the party hereto of the sixth part and includes the successors in title to the Waveney Lower Yare and Lothingland IDB.

"Pevensey and Cuckmere WLMB" means the party hereto of the seventh part and includes the successors in title to the Pevensey and Cuckmere WLMB.

"Upper Ouse WMB" means the party hereto of the eighth part and includes the successors in title to the Upper Ouse WMB.

"Fair Value" means the fair market value of the relevant asset if the same was to be sold on the open market to a bona fide third party purchaser.

"Annual Value" means the aggregate value of agricultural land and/or buildings and other land that is calculated for each Member Board annually for the purposes of raising and apportioning its expenses, in accordance with Part II of the Land Drainage Act 1991 (as amended) and any successive legislation.

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

"Departing Member Board" means a Member Board whose membership of the Consortium is terminated by it or the Remaining Board Members in accordance with clause 6.1 or 6.2 (as applicable) below.

"Remaining Member Boards" means the Member Boards who will remain in the Consortium once a Departing Member Board has terminated or had its membership of the Consortium terminated in accordance with clause 8.1 or 8.2 (as applicable) below.

"Lead Board" means King's Lynn IDB or such other Member Board as may be unanimously agreed in writing from time to time by all of the Member Boards.

"Shared Employees" mean those employees employed by the Lead Board who do work for more than one Member Board. Employees shall be deemed to be Shared Employees if their employment costs have been paid for by more than one Member Board.

"Other Shared Employees" mean those employees employed by the Lead Board but who do work for only one of the Member Boards (other than the Lead Board).

"Other Employees" mean those employees employed by any Member Board who are not Shared Employees or Other Shared Employees and who do work for only one of the Member Boards.

"Central Office" means the office for the time being of the Lead Board.

"Offices" shall mean the Central Office and the office of the South Holland IDB and the office of the Broads (2006) IDB or such other offices unanimously agreed in writing from time to time by the Member Boards.

"Shared Assets" means equipment, (including ICT and office equipment), fixtures, fittings, vehicles and any other type of asset which may be acquired by the Lead Board after the date of this Agreement on the recommendation of the CMC and is utilized by more than one Member Board. "Shared Assets" may include other items as agreed from time to time by the CMC.

"Consortium Member Board Assets" means assets that are owned or that have been developed by a Member Board but are utilized for the benefit of the Consortium (whether or not such assets have been shown or referenced in the annual accounts of a Member Board), but which for the avoidance of doubt shall never include any Offices, mobile

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plant, machinery, vehicles and computer software.

"Standing Orders" means rules made by an Internal Drainage Board with the approval of the Secretary of State under paragraph 3(1) of the Second Schedule to the Land Drainage Act 1991.

"Schedule of Reserved Matters" means those decisions that the Consortium Management Committee cannot take without the explicit approval of each Member Board.

"Financial Regulations" means rules made by an Internal Drainage Board that are designed to supplement the Board's Standing Orders to ensure that the funds and assets of the Board are properly accounted for and controlled.

"TUPE" means Transfer of Undertakings (Protection of Employment) Regulations 2006.

1.2 References to a statute or statutory provision include a reference to it as it is from time to time amended extended or re-enacted.

1.3 Words denoting the singular number shall only include the plural and vice versa.

1.4 Words denoting any one gender shall include all genders.

## 2. The CMC Constitution

2.1 The CMC shall be responsible to the Member Boards for, and deal with, all matters relating to: the maintenance of the Offices; the Shared Employees; the joint use of assets and resources by the Member Boards and; the development of an integrated and robust administration.

2.2 The Member Boards hereby delegate all necessary powers and grant full authority to the CMC to properly carry out the functions set out in clause 2.1 or as otherwise agreed by all of the Member Boards but subject always to the Schedule of Reserved Matters referred to in clause 2.24.

2.3 The CMC may delegate any task within its remit to a subcommittee, providing the CMC unanimously agrees by resolution to its composition and terms of reference.

2.4 The CMC shall comprise two representatives from each Member Board.

2.5 Each Member Board shall elect from its membership its representatives to serve on the CMC for a term of three years commencing 1 April 2024 and tri-annually thereafter. Member Boards can remove their representatives serving on the CMC and appoint new representatives at any time by resolution of the Member Board (but so that the total number of any Member Board's representatives shall not exceed two at any one time). Notice of such appointment or removal shall be given in writing to the CMC and will take effect upon receipt at the Central Office.

2.6 The Member Boards agree that the Upper Ouse WMB may elect its representatives to serve on the CMC from the date of commencement of this Agreement until 31 March 2027. The Upper Ouse WMB will then elect its representatives to serve on the CMC for a term of three years commencing 1 April 2027, in line with the elections of the remaining Member Boards.

2.7 All representatives shall be eligible for re-election at the end of any three-year term.

2.8 Any casual vacancy that arises among the representatives shall be filled by the appropriate Member Board as soon as practicable after the occurrence of the vacancy

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and notice in writing of such appointment shall be given to the CMC at the Central Office.

2.9 No business shall be transacted at any meeting of the CMC unless at least one representative from any five Member Boards is present. Each Member Board shall procure that at least one of its representatives shall attend every meeting of the CMC.

2.10 The representatives on the CMC shall elect from their number a Chairman and Vice Chairman who shall hold office for a period of one year from 1 April in each year.

2.11 The position of Chairman shall rotate between the Member Boards every three years, unless otherwise agreed by the CMC.

2.12 The Vice Chairman shall act as Chairman when the Chairman is unable to attend a CMC meeting or is otherwise unable to represent the CMC.

2.13 The representatives on the CMC shall meet at such dates and times as they decide but at least four meetings shall be held annually (the "Scheduled Meetings"). Additional meetings can be convened by any one of the Member Boards, the CMC Chairman or the CMC Vice Chairman (the "Special Meetings").

2.14 A minimum of twenty-one days' notice shall be given in writing in advance of all Scheduled Meetings and an agenda shall be provided at least seven days' before the relevant meeting.

2.15 A minimum of forty-eight hours' notice shall be given in writing in advance of all Special Meetings, which will also include an agenda for each meeting.

2.16 All proposals of a financial nature shall appear on the agenda for all meetings of the CMC.

2.17 All notices, agenda, minutes and meeting reports of the CMC shall be sent to the representatives and unless otherwise requested shall be sent electronically.

2.18 All meetings of the CMC shall take place at the Central Office unless otherwise determined by the Chairman. Video conferencing facilities will be provided at the Central Office to allow representatives to attend CMC meetings and any subcommittee meetings remotely.

2.19 The minutes of all meetings of the CMC shall be recorded in writing and sent to each representative and each member of each Member Board together with any reports referred to in the minutes.

2.20 At every meeting of the CMC the minutes of the previous meeting shall be taken as a true record subject to the correction of any mistakes omissions or inaccuracies and the signature of the Chairman shall be affixed thereto as confirming the same.

2.21 All representatives attending meetings of the CMC shall sign an attendance register if physically present.

2.22 Notwithstanding that each Member Board may have two representatives each Member Board (and therefore its representatives collectively) shall have one vote and only those decisions where at least 5 out of the 8 Member Boards vote in favour of the motion shall be binding on all of the Member Boards (the Chairman shall not have a casting vote).

2.23 If the representatives of a Member Board cannot agree on how to cast their vote, then such Member Board shall have rendered itself incapable of voting on the issue and will be deemed to have abstained.

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2.24 The Member Boards (and therefore their representatives) cannot vote by proxy.

2.25 Each Member Board shall adopt a Schedule of Reserved Matters that is substantially in the form of and not contrary to the model shown in the Schedule to this Deed and the matters set out in this Schedule shall not be within the remit of the CMC.

2.26 No Member Board shall amend its Schedule of Reserved Matters, Standing Orders, Financial Regulations, or otherwise resolve to do anything that may affect or conflict with this Deed.

## 3. The Chief Executive Officer

3.1 Each Member Board shall appoint the same person to be its Chief Executive Officer on such terms and conditions as may be determined by the CMC but the minimum period of notice of termination for such appointment by the appointed person or by the Member Boards shall be three months. The CMC will determine the Chief Executive Officer's remuneration and the CMC shall assign such duties and responsibilities to the Chief Executive Officer as the Member Boards may determine and periodically set/review objectives for the Chief Executive Officer, but the Chief Executive Officer will be employed by the Lead Board.

3.2 Such notices of termination as referred to in clause 3.1 shall be given in writing by or to the Member Boards to expire on the same date and if not so given shall have no effect.

3.3 If the Member Boards fail to unanimously agree on when or whether to terminate the employment of the Chief Executive Officer, the Member Board(s) wishing to terminate the employment shall give the required notice to terminate their membership of the Consortium in accordance with clause 8.1 hereunder.

3.4 The Chief Executive Officer shall be entitled to receive notice of and to attend and speak at but not to vote at any meeting of the CMC unless specifically requested not to attend by the Chairman of the CMC.

## 4. The Consortium – developing an integrated administration

4.1 Each Member Board shall meet a proportion of the Consortium's expenditure including employment liabilities and the contributions paid by each Member Board shall be in accordance with the percentage ratio of the Annual Value of each Member Board in relation to the total aggregate Annual Value of the Member Boards as at 30 November prior to the beginning of every financial year save that in respect of those persons designated Shared Employees by the CMC or Other Shared Employees a Member Board's contribution or responsibility for employment liabilities shall be in accordance with such Member Board's utilization of such Shared Employees and Other Shared Employees.

4.2 Member Boards shall be free to deviate from the basis of apportioning the Consortium's expenditure as defined in clause 4.1 above provided such deviation is recorded in the Basis of Apportionment Report which is approved annually by resolution passed by each of the Member Boards.

4.3.1 The Lead Board shall set up a separate bank account clearly designated in the name of the Consortium into which all contributions and monies due from the Member Boards in accordance with this Deed shall be made and the monies in such designated account shall be held by the Lead Board as trustee and agent for all the Member Boards on the terms of this Deed and shall be kept separate from other monies of the Lead Board.

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4.3.2 The Lead Board will pay all expenditure that is legitimately incurred in the administration of the Consortium from such separate designated bank account provided by the Lead Board and the other Member Boards shall contribute or (as the case may be) reimburse the Lead Board within 30 days of invoice such sums so expended in accordance with clauses 4.1 or 4.2 above. In addition, each Member Board will provide forthwith on demand working capital to the Consortium in such amounts as the Chief Executive Officer may request by payment of monies into the designated bank account.

4.4 If any Member Board fails to pay monies payable into such designated separate bank account or to any Member Board under this Deed within the due times for payment the Member Board in default shall pay interest on such outstanding amount from the due date until the date of payment (whether before or after judgement) at the rate of 4 per cent above HSBC Bank Plc's Base Rate from time to time.

4.5 If any income payable by third parties is in the view of the CMC properly attributable to the Consortium and not to an individual Member Board the Lead Board shall invoice the third party for such income in the name of the Consortium, collect the monies and pay such monies into the designated bank account as referred to in clause 4.3.1.

4.6 Any Member Board can decide that it no longer wishes to have made available to it the services of one or more Shared Employees other than the Chief Executive Officer, provided that the other Member Boards all agree to accept the additional costs arising from such a decision. If the other Member Boards fail to unanimously agree to this, then the Member Board deciding that it no longer wishes to have made available to it the services of one or more Shared Employees shall either continue to contribute towards the employment costs of the Shared Employees in the previously agreed proportion or give the required notice to terminate its membership of the Consortium in accordance with clause 8 below.

4.7 No Member Board shall have sole jurisdiction over any Shared Employee. Such jurisdiction shall vest with the Member Boards collectively through the CMC.

4.8 Neither the Lead Board nor the CMC shall have jurisdiction over the Other Employees or the Other Shared Employees. Such jurisdiction together with the associated employment costs and liabilities shall vest with the particular Member Board with whom the relevant Other Employee is employed or the relevant Member Board to whom the services of the Other Shared Employee is solely provided and the relevant Member Board shall, subject to clause 5.6 with regard to claims, reimburse the Lead Board on demand all costs claims and liabilities in connection with or relating to the Other Shared Employees.

4.9 All Shared Employees upon reaching the age of 16 years shall have the right to participate in the local government pension scheme as administered by Norfolk County Council subject always to the rules of the Scheme from time to time in force, unless otherwise agreed by all of the Member Boards.

4.10 The CMC shall prepare by 31 December of each year budgets showing the Consortium's estimated revenue and capital expenditure for the next financial year such budgets shall be sent to each Member Board which shall approve it prior to 15 February in the following year.

4.11 The CMC shall review/monitor the Consortium's income and expenditure to ensure that the Consortium operates within the budgets agreed by Member Boards and shall always seek prior approval from each Member Board for any material deviation there from.

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4.12 The CMC shall produce annual accounts for the Consortium and the same shall be submitted to each Member Board for approval. Such annual accounts shall be audited by the Lead Board's Internal Auditor unless otherwise agreed by the CMC.

4.13 The CMC shall determine staffing levels, training policies, succession plans and the appointment/removal of any of the Senior Management Team who are Shared Employees.

4.14 Subject as provided in clause 3.1, the Chief Executive Officer shall determine the level and structure of remuneration for Shared Employees and Other Shared Employees.

4.15 The Chief Executive Officer shall make recommendations to Member Boards regarding the level and structure of remuneration for Other Employees.

4.16 The CMC shall fulfil the role of the Disciplinary and Grievance Appeals Committee in the event of receiving an appeal from Shared Employees where the Chief Executive Officer is prevented from hearing the appeal in law.

4.17 The CMC shall make recommendations to Member Boards regarding plans for the succession of Other Employees and Other Shared Employees which if approved under the procedure set out in clause 2 above shall be implemented by the Lead Board.

4.18 The CMC shall make recommendations to Members Boards regarding the acquisition of Shared Assets which if approved under the procedure set out in clause 2 above shall be acquired by the Lead Board in accordance with clause 5.2 below and shall determine (if appropriate) their utilization by Member Boards.

4.19 The CMC shall make recommendations to Member Boards regarding the rate of contribution per impermeable hectare payable by developers if approved under the procedure set out in clause 2 above.

4.20 The CMC shall consider any matter relating to its terms of reference or any issue relating to this Deed and make recommendations to Member Boards accordingly.

4.21 The CMC shall consider any other matter as may reasonably be required from time to time by the Member Boards.

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## 5. Assets and Liabilities

*(Assets)*

5.1 All Consortium Member Board Assets shall be clearly identified as Consortium Member Board Assets by the relevant Member Board and shall vest with the relevant Member Board that owned such assets prior to the same being used by other Member Boards under this Deed, with no legal title or beneficial interest to the Consortium Member Board Assets passing to the other Member Boards in the Consortium, save for the Member Boards' rights of use agreed in accordance with this Deed and rights under clause 9 below.

5.2 All Shared Assets shall be clearly identified as Shared Assets by the Lead Board and shall vest with the Lead Board, with no legal title or beneficial interest to the Shared Assets passing to the Member Boards in the Consortium, save for the Member Boards' rights of use agreed in accordance with this Deed and rights under clause 9 below.

5.3 Save as set out in clause 5.4, Member Boards shall not charge each other for the use of such Consortium Member Board Assets and Shared Assets, unless otherwise agreed by all the Member Boards.

5.4 The costs of insuring, maintaining, servicing and repairing both Consortium Member Board Assets and Shared Assets shall be an expense of the Consortium and the Lead Board shall be reimbursed by the other Member Boards their proportion of such costs.

5.5 The Chief Executive Officer shall prepare and keep inventories of all:

5.5.1 Consortium Member Board Assets utilized in the Consortium; and

5.5.2 Shared Assets acquired on the recommendation of the CMC,

with such inventory to include a reasonable asset value in accordance with standard and recognized accounting practices in the United Kingdom.

*(Employees)*

5.6 In the event that any Shared Employee or Other Shared Employee shall make any claim arising out of or in connection with his employment or termination thereof which is successful or settled the Member Boards shall contribute to and pay the amount of such claim together with all costs, expenses (including legal and professional fees) and damages in the same proportion as their most recent contribution towards the cost of employing such Shared Employee or Other Shared Employee save that if the Lead Board is primarily responsible for such claim and has dismissed or breached such employees' contract or rights without first raising the matter with the CMC (in the case of a Shared Employee) or the relevant Member Board (in the case of an Other Shared Employee) to whom his services are solely provided then the Lead Board shall be solely liable in respect of such claim and associated costs expenses and damages.

5.7 The Lead Board shall maintain employer's liability insurance in respect of those employees employed by it and public liability insurance, and the other Member Boards shall reimburse the Lead Board their proportion of such costs in accordance with clause 4.1 or 4.2.

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## 6. Warranties and Undertakings

6.1 Each Member Board acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its Other Employees to fulfil the tasks assigned to it under this Agreement and shall accordingly:

6.1.1 procure and maintain its own insurance, with insurers of good repute, to cover its own liabilities and those on behalf of its Other Employees;

6.1.2 keep true and accurate records of all things done by its Other Employees in relation to the tasks assigned to it under this Agreement;

6.1.3 comply and assist the Consortium, the Chief Executive Officer and the Lead Board in complying with all relevant statutes, laws, regulations and codes of practice relating to its tasks from time to time in force; and

6.1.4 comply with all recommendations and requirements of its insurers.

## 7. Addition of new Member Boards to the Consortium

New boards may be invited to join the Consortium only by the unanimous decision of the Member Boards by way of written resolution and on the condition that the new board becomes a party to this Agreement.

## 8. Termination

*(Termination of Membership by a Member Board)*

8.1 In the event of a Departing Member Board wishing to terminate its membership of the Consortium, it shall give the Remaining Boards not less than twelve months' notice in writing delivered to the CMC, with such notice to expire on the 31st day of March in the year after expiry of the twelve months' notice. Irrespective of such notice being served and unless agreed otherwise under clause 8.3 below, the Consortium and this Deed shall continue in respect of the Remaining Member Boards, subject to any variation agreed between the Remaining Member Boards.

*(Expulsion of a Member Board)*

8.2 If they all agree to do so, the Remaining Boards may give written notice to a Departing Member Board to terminate its membership of the Consortium in accordance with the remainder of this clause 8.2 if:

8.2.1 the Departing Member Board shall fail to pay monies payable by it into the designated bank account referred to in clause 4.3.1 or fails to pay any monies payable to another Member Board in accordance with this Deed within three months of the due date for payment; or

8.2.2 the Departing Member Board commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

8.2.3 the Departing Member Board repeatedly breaches any terms of this agreement to the extent that it can be reasonably considered that the relevant Departing Member Board does not intend or wish to be a party to the same;

8.2.4 the Departing Member Board or the representatives of the Departing Member Board engage in activities or behavior which in the opinion of the CMC (acting reasonably) may damage the reputation of the Consortium,

and the Remaining Boards may, within six months of such default give not less than three months' notice in writing from the CMC to the Departing Member Board that the Departing Member Board's membership of the Consortium is terminated.

*(Termination of Consortium as a whole)*

8.3 In addition, and without prejudice to clauses 8.1 and 8.2, this Deed shall terminate if all the Member Boards unanimously make a decision to terminate the Consortium which is confirmed by them in writing.

## 9. Consequences of termination of Membership or the Consortium

*(General consequences)*

9.1 On termination either of this Deed and the Consortium entirely or of the membership of a Departing Member Board, the following clauses shall continue in force:

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(a) clause 1 (Definition and Interpretation);
(b) clause 5 (Assets and liabilities);
(c) clause 6 (Warranties and Undertakings)
(d) clause 7 (Addition of new Member Boards to the Consortium)
(e) clause 8 (Termination);
(f) clause 9 (Consequences of Termination of Membership of the Consortium);
(g) clause 10 (Prior Agreements);
(h) clause 11 (No Partnership);
(i) clause 12 (Applicable Law);
(j) clause 13 (Waiver);
(k) clause 14 (Notices);
(l) clause 15 (Invalidity and Severability);
(m) clause 16 (Force Majeure)
(n) clause 17 (Assignment);
(o) clause 18 (Rights of Third Parties);
(p) clause 19 (Headings);
(q) clause 20 (Variation); and
(r) clause 21 (Dispute Resolution).

9.2 Termination of the Deed and the Consortium entirely or termination of the membership of a Departing Member Board shall not affect any rights, remedies, obligations or liabilities of any of the parties that have accrued up to the relevant date of termination.

9.3 If the Deed and Consortium is terminated entirely or the membership of a Departing Member Board is terminated, the liabilities for superannuation fund deficiencies, pension enhancements, severance packages, employee claims or similar liabilities paid statutorily or voluntarily in respect of Shared Employees, Other Employees and Other Shared Employees shall be paid up to the date of termination by either (i) each Member Board in accordance with the terms of this Deed in the event of a termination of this Deed and Consortium as a whole; or (ii) by the Departing Member Board in the event of a termination of the relevant Departing Member Board's membership in the same proportion as its most recent contribution towards the cost of employing such employees up to the date of termination of the relevant Departing Member Board's membership of the Consortium. All pension fund liabilities of either all the Member Boards in the event of a termination of this Deed and Consortium as a whole or the Departing Member Board in the event of a termination of the relevant Departing Member Board's membership, shall be calculated by the Lead Board's fund actuary and save in the event of manifest error or fraud, such calculation shall be binding on the Member Boards or Departing Member Board (as applicable) as to the contributions which shall be paid by the Member Boards or Departing Member Board (as applicable) as soon as practicably possible after the Lead Board's fund actuary's determination and in any event within 30 days of the determination.

9.4 If the Deed and Consortium is terminated entirely or the membership of a Departing Member Board is terminated, all other liabilities that have accrued during the continuance of this Deed shall be shared according to the percentage ratio of the Annual Value of each Member Board in the event of a termination of this Deed and Consortium as a whole or by the Departing Member Board in the event of a termination of the relevant Departing Member Board's membership in relation to the total aggregate of the Annual Value of the Departing Member Board as at 30 November prior to the termination date and each such Member Board or Departing Member Board (as applicable) shall pay their proportion of such liabilities accordingly whensoever arising.

9.5 Any monies remaining in the designated bank account referred to in clause 4.3.1 shall only be repaid to the Member Boards once all liabilities have been paid in accordance with this Deed.

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9.6 The Remaining Board Members may at any time take into account and set off any liability owed to them by the Departing Member Board against any liability of the Remaining Board Members to the Departing Member Board, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed.

*(Consequences of Termination of Membership by a Member Board)*

9.7 If a Departing Member Board terminates its membership of the Consortium in accordance with clause 8.1, the Consortium Member Board Assets held by the Departing Member Board and any Shared Assets shall be dealt with as follows:

9.7.1 the Departing Member Board shall have a right to retain some or all of the Consortium Member Board Assets held by it and it shall notify the Remaining Boards of whether it wishes to retain such Consortium Member Board Assets held by it when it notifies the Remaining Boards of its intention to terminate its membership of the Consortium. In the event that the Departing Member Board;

(a) wishes to retain some or all of the Consortium Member Board Assets held by it any rights of use the Remaining Boards shall have accrued under this Deed in respect of the relevant Consortium Member Board Assets shall immediately cease on termination of the Departing Member Board's membership of the Consortium; or

(b) does not wish to retain some or all of the Consortium Member Board Assets held by it, the Remaining Boards shall have the right, but not the obligation, to purchase the relevant Consortium Member Board Assets at Fair Value by giving notice in writing of their intention to purchase such Consortium Member Board Assets at least one calendar month before the date of termination of the Departing Member Board's membership of the Consortium and in the event such notice is served, the Lead Board shall pay for such Consortium Member Board Assets within fourteen days of determination of Fair Value of the relevant Consortium Member Board Assets in accordance with the terms of this Deed; or

(c) does not wish to retain some or all of the Consortium Member Board Assets held by it and the Remaining Boards do not serve notice under clause 9.7.1(b) above in respect of some or all of the Consortium Member Board Assets, the Departing Member Board shall retain the relevant Consortium Member Board Assets and clause 9.7.1(a) shall apply in respect of the Remaining Boards' rights of use; and

9.7.2 all Shared Assets shall be retained by the Remaining Boards and any rights of use the Departing Member Board shall have accrued under this Deed shall immediately cease on termination of its membership of the Consortium.

*(Consequences of Expulsion of a Member Board)*

9.8 If a Departing Member Board is expelled from membership of the Consortium in accordance with clause 8.2, the Consortium Member Board Assets held by the Departing Board and any Shared Assets shall be dealt with as follows:

9.8.1 the Remaining Boards shall have a right, but not an obligation, to purchase some or all of the Consortium Member Board Assets held by the relevant Departing Member Board at Fair Value by notifying the relevant Departing Member Board that they wish to purchase such Consortium Member Board Assets held by the relevant Departing Member Board within 30 calendar days of termination of the Departing Member Boards' membership of the Consortium (during which time the Remaining Boards shall

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retain rights of use in line with the rights before the termination of the Departing Member Boards membership of the Consortium). In the event that the Remaining Boards;

(a) wish to purchase the relevant Consortium Member Board Assets at Fair Value, the Remaining Boards shall pay for such Consortium Member Board Assets within fourteen days of determination of Fair Value of the relevant Consortium Member Board Assets in accordance with the terms of this Deed; or

(b) do not wish to purchase some or all of the relevant Consortium Member Board Assets, the Departing Member Board shall retain the relevant Consortium Member Board Assets and the Remaining Boards rights of use shall end at the expiry of the period for the Remaining Boards to serve notice under clause 9.8.1 above; and

9.8.2 all Shared Assets shall be retained by the Remaining Boards and any rights of use the Departing Member Board shall have accrued under this Deed shall immediately cease on termination of its membership of the Consortium.

*(Consequences of Termination of Consortium as a whole)*

9.9 Where the Deed is terminated under clause 8.3, the Member Boards shall use their respective reasonable endeavours to agree a suitable basis for dealing with the Consortium Member Board Assets and Shared Assets and shall further use their respective reasonable endeavours to ensure that, before termination:

- all existing contracts of the Consortium are performed to the extent that there are sufficient resources;
- the Consortium shall not enter into any new contractual obligations;
- the Consortium Member Board Assets and Shared Assets are dealt with as soon as practical; and
- any assets belonging to, or originating from, a Member Board shall be returned to them,

save that if the Member Boards cannot agree a suitable basis for dealing with the matters set out above, the Lead Board shall (acting reasonably) be entitled to determine the basis for dealing with those matters and if the basis for dealing with those matters is disputed as being unreasonable by the Member Boards who are not the Lead Board, then any of them shall be entitled to refer the basis for dealing with those matters to the arbitration of a single Arbitrator to be appointed in default of the parties' unanimous agreement by the President of the Chartered Institute of Arbitrators in London who shall determine the dispute in accordance with the Chartered Institute of Arbitrators Rules which apply at the relevant time.

*(Valuation of Consortium Member Board Assets)*

9.10 In the event of a need to determine the Fair Value of Consortium Member Board Assets, the Lead Board will prepare a list of the Consortium Member Board Assets owned by the Departing Member Board at the date the relevant Departing Member Board leaves or will leave the Consortium which require a determination of Fair Value.

9.11 The Consortium Member Board Assets held by the relevant Departing Member Board as shown on the list prepared under clause 9.10 will be valued as to the relevant assets' Fair Value by an independent valuer who will be a chartered surveyor appointed by agreement between the Lead Board and the Departing Member Board, with such person to be agreed within 21 days of the date a determination of Fair Value becomes necessary under this clause 9. If there is no agreement in that timescale, either party may request

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the appointment to be made by the president of the Royal Institution of Chartered Surveyors and the following shall apply in respect of the independent valuer's, valuation of the relevant Consortium Member Board Assets;

9.11.1 the parties shall co-operate with the independent valuer and provide such reasonable assistance and reasonable access to such documents, personnel, books, records and the Consortium Member Board Assets in that party's possession or under its control as the independent valuer may reasonably require for the purpose of making its determination;

9.11.2 the parties shall be entitled to make submissions to the independent valuer and each party shall, with reasonable promptness, supply the other parties with all such information and access to its documents, personnel, books, records and the Consortium Member Board Assets as the other party may reasonably require in order to make a submission to the independent valuer in accordance with this clause;

9.11.3 to the extent not provided for in this clause, the independent valuer may in its reasonable discretion determine such other procedures to assist with the conduct of its determination as it considers just or appropriate;

9.11.4 unless otherwise agreed by the parties, the independent valuer shall be required to make its determination of Fair Value of the Consortium Member Board Assets in writing (including reasons for its determination) and to provide a copy to each party as soon as reasonably practicable and in any event within 20 Business Days of its appointment;

9.11.5 the independent valuer shall act as an expert and not as an arbitrator;

9.11.6 the parties shall act reasonably and co-operate to give effect to the provisions of this clause 9.11 and shall not do anything to hinder the independent valuer or prevent it from making its determination;

9.11.7 if the independent valuer dies or becomes unwilling or incapable of acting, or does not deliver its determination within the period required by this clause 9.11:

(a) the parties shall use all reasonable endeavours to agree the identity and terms of appointment of a replacement independent valuer;

(b) if the parties fail to agree and appoint a replacement independent valuer within 10 Business Days of a replacement being proposed in writing by one party, then either party shall be entitled to request the president of the Royal Institution of Chartered Surveyors in to discharge the appointed independent valuer and to appoint a replacement independent valuer; and

(c) this clause 9.11 shall apply in relation to each and any replacement independent valuer as if it was the first independent valuer appointed; and

9.11.8 the independent valuer's fees and any costs or expenses incurred in making its determination shall be borne equally between the Lead Board (who shall be entitled to recover such sums from the Remaining Boards in the agreed proportions under clause 4.1) and the Departing Member Board, or in such other proportions as the independent valuer may direct.

9.12 The decision of the valuer shall be final and binding on the Departing Member Board and the Remaining Member Boards, except in the event of manifest error or fraud.

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*(Title and further assurances)*

9.13 In the event of a purchase of any Consortium Member Board Assets held by the relevant Departing Member Board, title shall pass upon payment of the determined Fair Value by the Lead Board to the relevant Departing Member Board and at its own expense, the Departing Board 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 be required for the purpose of giving full effect to this clause 9.

*(TUPE on termination)*

9.14 The Member Boards acknowledge, agree and confirm that in the event of a termination of either (i) one or more Member Boards membership of the Consortium; or (ii) the Consortium as a whole, this may result in a relevant transfer of the Shared Employees and/or the Other Shared Employees to one of the other Member Boards or a third party and in the event of such a transfer, TUPE will apply to the same with the Shared Employees and/or the Other Shared Employees transferring from the relevant Member Board to the other relevant party on the date of termination. In respect of the relevant transfer referenced in this clause, all Member Boards agree that each shall perform and discharge all its obligations;

9.14.1 under TUPE in respect of the transfer of the relevant Shared Employees and/or the Other Shared Employees;

9.14.2 up to the transfer date in respect of all the relevant Shared Employees and/or the Other Shared Employees that are transferring;

9.14.3 to the extent applicable, after the transfer date in respect of all the relevant Shared Employees and/or the Other Shared Employees that are transferring;

## 10. Prior Agreements

10.1 The rights and liabilities of those Member Boards who are parties to the Deed dated 29 March 2024 in respect of the period prior to 1 April 2026 shall be as set out in and as governed by that deed and subject thereto this Deed supersedes the Deed dated 29 March 2024 with effect from 1 April 2026.

10.2 The Member Boards who are parties to the Deed dated 29 March 2024 in respect of the period prior to 1 April 2026 shall not be liable to the Upper Ouse WMB for any loss arising from or in connection with any representations, agreements, statements or undertakings made by those Member Boards either collectively or individually other than those representations, agreements, statements or undertakings expressly incorporated in this Deed.

## 11. No Partnership

Nothing in this Deed shall be deemed to constitute a partnership between the parties.

## 12. Applicable Law

This Deed is governed by and shall be construed in accordance with the law of England and Wales and the Member Boards hereby submit to the exclusive jurisdiction of the English courts.

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## 13. Waiver

Failure to exercise or delay exercising any right or remedy under this agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

## 14. Notices

14.1 Any notice to be given under this Deed shall be in writing and shall be deemed duly served if delivered personally or sent by electronic mail or by prepaid registered post to the addressee at such address or email address as the party to be served may have notified the CMC at the Central Office.

14.2 Any such notice shall be addressed as provided in clause 14.1 and may be: -

14.2.1 personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 08.00 hours on the next Business Day; or

14.2.2 if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given 2 Business Day s after the date of posting; or

14.2.3 sent by electronic mail, in which case, it shall be deemed to be given when received provided that any notice dispatched by email after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 08.00 on the next Business Day.

14.3 Any person may notify the CMC of any change to the address or any of the other details specified in clause 14.1, provided that such notification shall only be effective on the date specified in such notice or 5 Business Days after the notice is given, whichever is the later and provided also that any new address shall be in the United Kingdom.

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## 15. Invalidity and Severability

If any undertaking or other provision in this Deed shall be held invalid or unenforceable in whole or in part by any court, tribunal or administrative body of competent jurisdiction, such undertaking or other provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Member Boards hereby agree to attempt to substitute for any such invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision, as aforesaid.

## 16. Force Majure

No Member Board will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies and a Member Board so delayed shall be entitled to a reasonable extension of time for performing such obligations.

## 17. Assignment

Member Boards shall not be entitled to assign or otherwise transfer this Deed nor any rights or obligations arising herein without the prior written consent from each Member Board.

## 18. Rights of Third Parties to enforce the Terms of this Contract

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.

## 19. Headings

Headings to clauses in this Deed are for the purpose of information and identification only and shall not be construed as forming part of this Deed.

## 20. Variation

No variation of this Deed shall be valid unless it is in writing and signed by and on behalf of each of the Member Boards.

## 21. Dispute Resolution

21.1 In the event of disagreement on the interpretation or failure to observe any part of this Deed or any dispute howsoever arising out of or in connection with this Deed such dispute shall be referred to the arbitration of a single arbitrator to be appointed in default of the parties' unanimous agreement by the President of the Chartered Institute of Arbitrators in London.

21.2 Each party shall provide the arbitrator with such information and documentation as they may reasonably require for the purposes of their decision.

21.3 The costs of the arbitrator shall be borne by the parties to the dispute in such proportions as they shall agree in advance.

21.4 The arbitrator shall act in accordance with the Arbitration Act 1996 and give reasons for their decisions.

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## MODEL SCHEDULE OF RESERVED MATTERS

### 1. Strategy and Management

1.1 Responsibility for the overall management of the Board ("IDB") and for the general supervision over all matters relating to the drainage of land in the Internal Drainage District.

1.2 Approval of the IDB's objectives and strategy.

1.3 Approval of the IDB's annual operating and capital expenditure budgets and any material changes to them. (In the event of an emergency where it is not feasible or practical to obtain the Board's prior approval to any such changes, approval from the Chairman shall be obtained and later ratified by the Board).

1.4 Oversight of the IDB's operations ensuring:

- Competent and prudent management
- Sound planning
- An adequate system of internal control
- Adequate accounting and other records
- Compliance with statutory and regulatory obligations.

1.5 Review of IDB's performance in the light of the IDB's strategy, objectives and targets, service delivery plans and renewals/refurbishment programs, policies and budgets, and ensuring that any necessary corrective action is taken.

1.6 Extension of the IDB's activities into new business or geographic areas.

1.7 Any decision to cease to operate all or any material part of the IDB's activities.

1.8 Material changes in general supervision over matters relating to the drainage of land in the IDB's drainage district.

1.9 Material changes in how other powers are used and how other duties are performed in the drainage district, which have been conferred on the IDB by the Land Drainage Acts 1991 and 1994, the Flood and Water Management Act 2010 and subsequent legislation/regulation.

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### 2. Structure and capital

2.1 Changes relating to the IDB's capital structure, including balances, provisions and reserves.

2.2 Major changes in Annual Value of the drainage district.

2.3 Major changes to the IDB's corporate structure.

2.4 Major changes to the IDB's management and control structure.

2.5 Any change to the IDB's status as an independent and autonomous land drainage authority, for example an amalgamation or merger with one or more operating authorities, or abolition.

2.6 Any application to alter the boundaries, or to in any way reorganize the Internal Drainage District, in accordance with sections 2 and 3 of the Land Drainage Act 1991.

2.7 Approval or revocation of any Order made under the Land Drainage Act 1991.

## 3. Financial reporting and controls

3.1 Approval of any preliminary announcement of results.

3.2 Approval of the annual return, report and accounts, including the corporate governance statement and remuneration report.

3.3 Approval of rate estimates, revised estimates and other budgets.

3.4 Approval of the reserves policy and material changes in the level of any provision, or reserve. (In the event of an emergency where it is not feasible or practical to obtain the Board's prior approval to any such changes, approval from the Plant & Development Committee shall be obtained and later ratified by the Board).

3.5 Approval of Annual Values as at 31st December in every year, to determine the proportion of drainage expenses that are raised from the proceeds of drainage rates and special levies.

3.6 Levying of drainage rates/special levies and approval of the indicative forecast.

3.7 Approval of any significant changes in accounting policies or practices.

3.8 Approval of treasury and investment policies/strategies, including foreign currency exposure and the use of financial derivatives.

3.9 Approval of any material write off or rating amendment.

3.10 Changes to the contribution rate per impermeable hectare payable by developers, following recommendations made by the CMC.

3.11 Changes to plant and labour charge out rates.

3.12 Approval of any commutation of obligations and of the financial consequences arising there from.

3.13 Applications to make vary or revoke orders, either sub-dividing the drainage district for the purposes of raising expenses, or exempting land from rating.

3.14 Approval of applications for grant made to DEFRA, the Environment Agency and elsewhere.

3.15 Approval of applications made to the Environment Agency for contributions towards expenditure on maintaining/improving additional highland carriers.

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## 4. Internal controls

4.1 Ensuring maintenance of a sound system of internal control and risk management including:

- Receiving reports on, and reviewing the effectiveness of, the IDB's risk and control processes to support its strategy and objectives
- Undertaking an annual assessment of these processes
- Approving an appropriate statement for inclusion in the annual report.

4.2 Changes to the IDB's Standing Orders and Financial Regulations, subject to DEFRAs approval and compliance with the cost sharing and other financial arrangements detailed in the Consortium Agreement.

4.3 Changes to the IDB's Byelaws, in accordance with section 66 of the Land Drainage Act 1991.

4.4 Consideration of applications that are likely to have a significant effect on the flow of any ordinary watercourse and approval of all consents issued thereafter (section 23 of the Land Drainage Act 1991).

4.5 Approval of non-delegated[1] Byelaw consents and ratification of any such consent that has been granted by the Board's Plant & Development Committee between Board meetings.

4.6 Approval of IDB minutes and reports together with any material changes in their format (the latter of which includes engineering, planning, operational and environmental reports, quarterly management accounts with appropriate explanations of key variances and a schedule of paid accounts).

4.7 Approval of any works/activities that may be requested by the Environment Agency using their supervisory powers (section 7 of the Land Drainage Act 1991) or their default powers (section 9 of the Land Drainage Act 1991).

4.8 Approval of any adoption[2]/abandonment, adding to or decreasing the liability for land drainage infrastructure within the drainage district.

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[1] All applications other than for delegated matters, which are otherwise determined by the Chief Executive's Management Committee in accordance with the Board's Planning and Byelaw Strategy. Reserved matters are as follows:

1. All applications for consent that are from applicants or agents related to or associated with a member or employee of the Board.
2. All appeals against a previous determination of an application for consent (the application having first been determined under delegated authority by the Chief Executive's Management Committee).
3. All applications for consent that are against the Board's policies as set out in the Planning and Byelaw Strategy.
4. Byelaw 3 applications where the proposed discharge is comprised of surface water from a new impermeable area greater than 5 hectares.
5. Al Byelaw 6 applications.
6. Byelaw 10 applications where the proposed works are permanent structures, as defined by the Planning and Byelaw Strategy.
7. Section 23 (Land Drainage Act 1991) applications where the proposed works include the permanent alteration of over 18 metres of Board maintained (arterial) watercourses.

4.9 Approvals of applications made to or from the Environment Agency or other third party to en-main, de-main or reclassify any land drainage/flood defence infrastructure within the drainage district.

4.10 Approving the dates and times of the IDB's meetings and inspections (this does not apply to emergency meetings).

## 5. Contracts

5.1 Approving the appointment of Other Employees[3] and Other Shared Employees[4].

5.2 Approving major capital projects of the IDB and principal contracts arising there from.

5.3 Contracts which are material strategically or by reason of size, entered into by the IDB in the ordinary course of its undertakings, for example any bank borrowings or any contractual commitment beyond one year, acquisitions or disposals of fixed assets above £15,000 (excluding land), the granting of any rights over land and significant changes to the terms and conditions of existing contracts on renewal, or otherwise made.

5.4 Contracts not in the ordinary course of the IDB's undertakings, for example any public sector cooperation agreement, joint administration arrangement or material change to an existing arrangement, any loans and repayments; all foreign currency transactions above £15,000; and major acquisitions or disposals above £15,000 (excluding land), and any purchase/disposal of land (whether compulsorily acquired or otherwise).

5.5 Contracts with anyone or any company where one or more of its directors are related to an existing employee or Board member.

5.6 Contracts with anyone or any company in which an existing employee or Board member has a significant pecuniary interest.

5.7 Approving the use of Buying Groups and Service Level Agreements through which to procure goods and services.

5.8 Major investments, including the acquisition or disposal of interests of more than 5 percent in the voting shares of any company or the making of any takeover offer.

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[2] The status of 'Adopted Watercourse' is an acknowledgement by the IDB that the watercourse is of arterial importance to the IDD and normally will receive maintenance from the IDB. This maintenance is not necessarily carried out on an annual basis but on a recurrence deemed necessary to meet water level management requirements. The designations are made under permissive powers and there is no obligation for the IDB to fulfil any formal maintenance requirement and there is no change in the ownership or liability associated with the watercourse.

[3] Those employed by this IDB.

[4] Those employed by the Lead Board that do work exclusively for this IDB (other than the Lead Board).

## 6. Communication

6.1 Approval of resolutions and any corresponding documentation to be put to ratepayers and constituent billing authorities.

6.2 Approval of all circulars to ratepayers and constituent billing authorities.

6.3 Approval of press releases concerning matters decided by the IDB.

## 7. IDB membership and other appointments

7.1 Changes to the structure, size and composition of the IDB, following the triennial comparison of aggregate values pursuant to Schedule 1 Part 2 section 6 of the Land Drainage Act 1991.

7.2 Ensuring adequate succession planning for senior management and operatives.

7.3 Approving appointments to the IDB, in accordance with Schedule 1 Part 2 of the Land Drainage Act 1991 (appointed members only).

7.4 Election of the Chairman and Vice Chairman of the IDB in accordance with Standing Orders.

7.5 Membership of IDB committees, sub committees and their advisors.

7.6 Continuation in office of any member at any time, including the suspension or termination of service, in accordance with Schedule 1 Part 3 sections 8 and 9 of the Land Drainage Act 1991 and/or requirements of the Members Code of Conduct.

7.7 Filling casual vacancies, if for any reason whatsoever the place of an elected member becomes vacant before the end of their term of office, in accordance with Schedule 1 Part 3 section 10 of the Land Drainage Act 1991.

7.8 Appointment or removal of the Returning Officer and approval of the Electoral Register.

7.9 Appointment or removal of the Internal Auditor.

7.10 Any decision to opt-out of Smaller Authorities Audit Appointments Ltd (the Government's approved Sector led Body for procuring and commissioning external auditors for IDBs and other smaller authorities).

7.11 Appointments to outside bodies, the CMC and any other joint committees.

## 8. Remuneration

8.1 Approving the remuneration and training policies for Other Employees.

8.2 Approving changes to the terms and conditions of employment for Other Employees.

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8.3 The introduction of new employee incentive schemes or major changes to existing schemes for Other Employees.

8.4 Approval of any severance packages awarded to Other Employees or Other Shared Employees in excess of their contractual entitlement or of any pension enhancement made thereto.

8.5 Approving any application to pay the chairman of the IDB an allowance, for the purpose of enabling him/her to meet the expenses of his/her office, in accordance with Schedule 2 section 1(1) of the Land Drainage Act 1991.

8.6 Determining the policy of paying allowances or reimbursing expenses incurred by IDB members, in accordance with Schedule 2 section 1(2) of the Land Drainage Act 1991.

## 9. Delegation of Authority

9.1 The division of responsibilities between the Chairman and the Chief Executive, which must be in writing.

9.2 Approval of the Board's Scheme of Delegation, terms of reference for the IDB committees and sub committees, the CMC and any other joint committee.

9.3 Receiving minutes, reports and recommendations arising from IDB committees and sub committees, the CMC and any other joint committee.

## 10. Corporate governance matters

10.1 Undertaking a formal and rigorous review of the IDB's own performance, that of its committees/joint committees and sub committees, individual members and of those appointed to outside bodies.

10.2 Determining the independence of members.

10.3 Considering the balance of interests between ratepayers, billing authorities, employees, developers and the community.

10.4 Reviewing the IDB's overall corporate governance arrangements and committee structure.

10.5 Receiving reports on the views of the IDB's stakeholders.

## 11. Policies, Plans and Works Programmes

11.1 Approval of all policies and plans, including but not limited to:

- Group Vision, Mission and Values
- Business Plan/DEFRA Policy Statement
- Adoption/Abandonment policy (with prioritisation criteria)

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- Health and safety policy
- Sustainability policy
- Standard Maintenance Operations policy
- Environmental policy
- Biodiversity Action Plan
- Rechargeable works policy/work force plan
- Byelaw and enforcement policy
- Planning & Byelaw Strategy
- Emergency Response Plan
- Business Continuity Plan
- Capital Financing and Reserves policy
- Asset Management Plan
- Safeguarding public money policy
- Rate Levies and Collection policy
- Register and Map: Maintenance and Inspection policy
- Investment policy
- Members Code of Conduct
- Anti Fraud and Corruption policy
- Bribery Act policy
- Risk Management policy
- Whistle blowing policy
- Data Protection policy
- Freedom of Information Publication Scheme
- Document retention/destruction policy
- Co-option of Members policy
- Responsibilities/Duties of Board Members
- Guidance to Local Authorities when making appointments to IDBs
- Stakeholder Engagement Plan
- Employees Code of Conduct
- Employee Handbook policies
- Chairman's allowance and members expenses policy

11.2 Approval of all works programmes, including but not limited to:

- Maintenance works programme
- Capital works programme
- Rechargeable works programme

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**12. Other Matters**

12.1 Approval of the appointment of the IDB's principal professional advisers and bankers.

12.2 Prosecution, defence or settlement of litigation involving amounts above £15,000 or being otherwise significant to the interests of the IDB. Settlement of other disputes or appeals over £15,000 or being otherwise significant to the interests of the IDB.

12.3 Approval of any appeal lodged against the precept levied by the Environment Agency.

12.4 Approval of the overall levels of insurance for the IDB including Directors' and Officers' liability insurance, indemnification of IDB members and personal accident insurance.

12.5 Major changes to the rules of the IDB's pension schemes/admissions policies, changes in trustees or changes in the fund management arrangements (where this is subject to the IDB's discretion/approval).

12.6 Changes to those authorized to institute legal proceedings, pursuant to various powers afforded to the IDB by the Land Drainage Act 1991 and the Flood and Water Management Act 2010.

12.7 Changes to those authorized to enter land for the purposes of exercising any function of the IDB or to those authorized to inspect and take copies of any Acts of Parliament, awards or other documents which relate to the drainage of land and confer powers or impose duties on the IDB.

12.8 This schedule of matters reserved for IDB decisions, changes to which will also need to be approved by each Member Board in the Consortium.

12.9 In addition, the IDB will receive reports and recommendations from time to time on any matter which it considers significant (such recommendations may come from, but will not be limited to the IDB's Committees, Sub Committees and Joint Committees).

**Footnote: Scheme of Delegation**

All other matters which by definition the IDB considers suitable for delegation have been delegated to its Plenary Committees and Sub Committees and the Consortium Management Committee, as set out in the IDBs Scheme of Delegation.

The nature and extent of delegation to any Plenary Committee or Sub Committee shall also appear in the Committee's or Sub Committee's terms of reference. The nature and extent of delegation to the Consortium Management Committee shall also appear in the Consortium Agreement and in the Joint Committee's terms of reference.

All such Committees and Sub Committees shall exercise their delegated powers in accordance with the Board's Rules that have been approved by the Secretary of State (as required by Paragraph 3 of Schedule 2 to the Land Drainage Act 1991) and the IDB's Financial Regulations, Orders, Policies and Procedures.

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**EXECUTED** as a **DEED** by **BROADS (2006) INTERNAL DRAINAGE BOARD** acting by its chair, in the presence of:- ) ) ) )

[redacted]
**Chair**

Witness Signature [redacted]

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

**EXECUTED** as a **DEED** by **KING'S LYNN INTERNAL DRAINAGE BOARD** acting by its chair, in the presence of:- ) ) ) )

[redacted]
**Chair**

Witness Signature [redacted]

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

**EXECUTED** as a **DEED** by **NORFOLK RIVERS INTERNAL DRAINAGE BOARD** acting by its chair, in the presence of:- ) ) ) )

[redacted]
**Chair**

Witness Signature [redacted]

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

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**EXECUTED** as a **DEED** by **SOUTH HOLLAND INTERNAL DRAINAGE BOARD** acting by its chair, in the presence of:- ) ) ) )

[redacted]
**Chair**

Witness Signature [redacted]

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

**EXECUTED** as a **DEED** by **EAST SUFFOLK WATER MANAGEMENT BOARD** acting by its chair, in the presence of:- ) ) ) )

[redacted]
**Chair**

Witness Signature [redacted].

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

**EXECUTED** as a **DEED** by **WAVENEY LOWER YARE AND LOTHINGLAND INTERNAL DRAINAGE BOARD** acting by its chair, in the presence of:- ) ) ) )

[redacted]
**Chair**

Witness Signature [redacted]

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

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**EXECUTED** as a **DEED** by **PEVENSEY AND CUCKMERE WATER LEVEL MANAGEMENT BOARD** acting by its chair, in the presence of:- )

[redacted]
**Chair**

Witness Signature [redacted]

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

**EXECUTED as a DEED by UPPER OUSE WATER MANAGEMENT BOARD** acting by its chair, in the presence of:- )

[redacted]
**Chair**

Witness Signature [redacted]

Witness Name [redacted]

Witness Address: [redacted]

[redacted]

[redacted]

Witness Occupation: [redacted]

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Minute references of IDB meetings at which the Consortium Agreement was agreed to be signed:

| IDB | Minute Reference | Date of Meeting |
|---|---|---|
| Broads (2006) Internal Drainage Board | 53/26/02 | 04 June 2026 |
| East Suffolk Water Management Board | 56/26/03 | 08 June 2026 |
| Kings Lynn Internal Drainage Board | 55/26/02 | 22 May 2026 |
| Norfolk Rivers Internal Drainage Board | 51/26/02 | 15 May 2026 |
| Pevensey and Cuckmere Water Level Management Board | 51/26/01 | 16 June 2026 |
| South Holland Internal Drainage Board | 58/26/01 | 05 May 2026 |
| Waveney, Lower Yare and Lothingland Internal Drainage Board | 55/26/02 | 20 May 2026 |
| Upper Ouse Water Management Board | 11/26/03 | 14 April 2026 |

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