

**DATED**

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**SOUTH EAST LEP LIMITED**

**POWER OF ATTORNEY**

This general power of attorney is made on \_\_\_\_\_ by SOUTH EAST LEP LIMITED a company registered in England and Wales under number 12492037 whose registered office is at County Hall, Market Road, Chelmsford, Essex, CM1 1QH (the **Company**).

## 1. Definitions

1.1 In this Deed the following terms shall have the following meanings:

- (a) **Accountability Board:** means joint committee of East Sussex County Council; Essex County Council; Kent County Council; Medway Council; Southend-on-Sea Borough Council; and Thurrock Council established under sections 101 and 102 of the Local Government Act 1972, and section 9EA of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation to form a joint committee, to manage the distribution of the Grant.
- (b) **Grant:** means the Local Growth Fund capital investment grant received by Essex County Council as the Accountable Body from the Government under the name 'Growth Deal'.
- (c) **Growth Deal:** means the Growth Deal that was agreed between the South East Local Enterprise Partnership and the Government in March 2015 and extended to include future year Grants as awarded by the Government under the name 'Growth Deal'.
- (d) **Investment Panel:** means the sub-committee of the Company established to prioritise the allocation of the Grant for Projects.
- (e) **Projects:** mean those Growth Deal projects which have applied for funding for delivery of the project identified within a business case that has been assessed by the Company's Independent Technical Evaluator and has received approval from the Accountability Board.
- (f) **Strategic Board:** means the board of the Company.

## 2. Appointment and powers

2.1 We, the Company, HEREBY APPOINT from the date of this power of attorney Adam Bryan, Chief Executive Officer of the Company, and Suzanne Bennett, Chief Operating Officer of the Company, jointly to be the Company's true and lawful attorneys (the **Attorneys**) with full power, authority and legal right in the name and on behalf of the Company.

2.2 To do and perform any and all acts, matters and things:

- 2.2.1 to implement the Company's board decision to invest in projects following Investment Panel or Strategic Board, or such other successor committee, meetings once Accountability Board have agreed to the recommendations, to include but is not limited to, to execute, deliver, seal and sign any and all

deeds, contracts, consents, letters or, certificates, instruments and other documents, whether as deeds or otherwise; and

- 2.2.2 to grant any executive letters of support, authorisations or consents which may be required by the Company which the Attorney may in their sole and absolute discretion following assessment by the Attorneys that the project/initiative aligns with the Company's strategies consider necessary or desirable in connection with a proposed agreement between the Company and a third party.

### **3. Confirmation and indemnity**

- 3.1 The Company undertakes to ratify and confirm whatever the Attorneys shall lawfully do, purport to do or cause to be done by virtue of this power of attorney and to indemnify and hold harmless the Attorneys and their successors against all actions, demands, proceedings, claims, costs, expenses, obligations, liabilities and losses of any description arising from the exercise or the purported exercise in good faith of any of the powers hereby granted to them under this power of attorney.

### **4. Duration of power**

- 4.1 This power of attorney shall be:
  - 4.1.1 Subject to clause 4.2 irrevocable from the date of this power of attorney for a period of twelve (12) months when it shall automatically expire;
  - 4.1.2 Conclusive and binding on the Company and the Company's successors.
- 4.2 Where an Attorney no longer holds the position of Chief Executive Officer or Chief Operating Officer, the power of attorney shall automatically expire.
- 4.3 No person or corporation having dealings with the Attorneys under this power of attorney shall have any obligation to make any enquiries as to whether or not this power of attorney has been revoked.
- 4.4 Any exercise by the Company from time to time of any of the powers hereby conferred shall not of itself be deemed to be a revocation and all acts under this power of attorney shall be valid and binding on the Company until express notice of its revocation is received by such before mentioned person or body corporate.

### **5. Governing law**

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

## **6. Jurisdiction**

- 6.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this power of attorney, its subject matter or formation (including non-contractual disputes or claims).

EXECUTED as a deed by the parties and delivered on the date set out at the head of this deed.

Executed as a deed by SOUTH EAST LEP LIMITED acting by either two directors	<div>.....</div> <div>Director</div> <div>.....</div> <div>Director</div>
Executed as a deed by ADAM BRYAN in the presence of:	<div>.....</div> <div>Signature of Attorney</div>
<div>.....</div> <div>Signature of witness</div>	
<div>Name of witness:</div>	
<div>Address of witness:</div>	
Executed as a deed by SUZANNE BENNET in the presence of:	<div>.....</div> <div>Signature of Attorney</div>
<div>.....</div> <div>Signature of witness</div>	
<div>Name of witness:</div>	
<div>Address of witness:</div>	