

MEMORANDUM OF UNDERSTANDING

This agreement is made

Between: Monmouthshire County Council (MCC)

And: Usk Park Project

Hereafter collectively “the Partners”

1. **Definitions**

1.1. **Equipment** means such play equipment to be placed on the Park as agreed upon by the Partners

1.2. **Collaboration** means Collaboration between the Partners to redevelop the Park in accordance with this Memorandum of Understanding

1.3. **Park** means the children’s play park adjacent to the Memorial Hall Usk

1.4. **Steering Group** means the representatives of the Partners nominated to oversee the Collaboration

2. **Purpose and status of this document**

2.1. The Purpose of the this Memorandum of Understanding is to establish how the Collaboration will proceed and the responsibilities and commitments of each of the Partners

2.2. This Understanding does not intend to create a legally binding relationship between the two organisations

3. **Aims of the Collaboration**

3.1. MCC and Usk Park Project have agreed to collaborate on the redevelopment of the Park

3.2. The Collaboration aims to provide an inclusive play area for children up to age 12 years. The Park design will be sustainable and inclusive.

3.3. The Partners recognise the benefits that the Collaboration could bring to the families of Usk and are committed to proceeding in an equal and open manner

3.4. The Park is part of a much larger recreational area most of which is protected by Fields in Trust Cymru and has Owain Glyndwr Status.

This provides assurance that the area with the Owain Glyndwr Status will remain a community asset and cannot be sold or redeveloped without the consent of Fields in Trust

4. Timescale

- 4.1. This Understanding will remain in place from the start of the Collaboration and for the life of the Equipment (anticipated 20 year) unless agreed otherwise in accordance with clauses 11 below

5. Communication

- 5.1. Both organisations will agree upon the use of the same consistent message in any communication about the proposed Collaboration

6. Roles and responsibilities

- 6.1. The Partners' roles and responsibilities will evolve as the Collaboration matures. At the commencement of this Understanding the Partners agree that:

- 6.1.1. Monmouthshire County Council will:

6.1.1.1. Act as the lead organisation

6.1.1.2. Assist Usk Project with specialist advice on Park planning

6.1.1.3. Be solely responsible for maintenance and operation of the Park and the Equipment from the date it is installed in the Park until each individual item of equipment is declared no longer safe to use or repairable (anticipated life time 20 years).

- 6.1.2. The Usk Park Project will

6.1.2.1. Fundraise to assist with the cost of procuring and installing the new Equipment

6.1.2.2. For the life of the Collaboration act as a monitor to ensure that the Equipment is maintained and that use of the Park remains coherent with the spirit of this Understanding.

6.1.2.3. Report back to the Steering Group as required.

- 6.1.3. The Partners will perform and fulfil on time the tasks assigned to them as agreed by the Steering Group

7. Meetings

- 7.1. The Steering Group will meet as required but no less frequently than 4 times a year
- 7.2. Meetings will be recorded by Usk Park Project in the form of decisions and actions
- 7.3. The Park Project trustees will hold monthly open meetings and an AGM as required by the group's constitutions

8. Decision Making

- 8.1. Decisions will be made by nominated representatives at Steering Group meetings
- 8.2. It is understood and agreed that MCC shall have the right to override any decisions made by the Steering Group which in their opinion will adversely affect
 - 8.2.1. its ownership of the Park or its adjoining property
 - 8.2.2. any policy decisions made by it in respect of its leisure facilities
 - 8.2.3. its budgetary considerations

9. Resources

- 9.1. The Partners agree that:-
 - 9.1.1. Usk Park Project will raise funds to assist with the initial capital expenditure of the Equipment
 - 9.1.2. MCC will support the ongoing revenue costs of maintaining the Park and Equipment subject to paragraph 6.1.1.3 above

10. Confidentiality

- 10.1. The Partners will make every effort to ensure confidentiality is maintained
- 10.2. The Partners agree not to disclose any confidential or commercially sensitive information to any other party and not to use such information to the detriment of the Collaboration

11. Termination of the Collaboration

- 11.1. This Understanding may be terminated by either partner giving to the other at least 2 month's written notice of their intention to dissolve the Collaboration

12. Disputes

- 12.1. In the event of any dispute or disagreement arising between the Partners such dispute shall in the first instance be dealt with via the Steering Group
- 12.2. In the event a dispute cannot be resolved by the Steering Group MCC as owner of the Park will make the final decision in accordance with paragraph 8.2 above

13. Amendments to this Understanding

- 13.1. The terms of this agreement can be altered by agreement of the Steering Group and in writing between persons duly authorised by each of the Partners

14. Contact details

- 14.1. Monmouthshire County Council
County Hall The Rhadyr Usk NP15 1GA
- 14.2. Usk Park Project
Dan-y-Castell Castle Parade NP15 1AA
01291 672068
naomi_cadbury@yahoo.com

Agreed on behalf of Monmouthshire County Council

Signature: _____

Name: _____

Job title: _____

Date: _____

Agreed on behalf of Usk Park Project

Signature: _____

Name: N Horsley

Job title: Usk Park Project Trustee/Chair

Date: _____

