

**MEMORANDUM OF UNDERSTANDING
BRIDPORT COMMUNITY ORCHARD MANAGEMENT AGREEMENT**

THIS Memorandum of Understanding is made the _____ day of _____
2022

BETWEEN

- (1) **BRIDPORT TOWN COUNCIL** of Mountfield Bridport Dorset DT6 3JP of the first part (“BTC”)
- (2) **BRIDPORT COMMUNITY ORCHARD GROUP** of the second part (“BCOG”)

WHEREAS:-

1. Dorset Council lease the land to Bridport Town Council for a period of 99 years at a peppercorn rent. The period began on 31st March 2019.
2. The lease allows for the sub lease of the land to a community group.
3. At this time it is not intended to enter into a sub lease, although the Town Council, with the agreement of the landlord (Dorset Council) have the right to agree a sub lease at any time in the future.
4. Bridport Town Council agreed on 23 March 2009 that the parties enter into a Management Agreement for the management of land, such land being known as the Bridport Community Orchard (“the land”) and shown marked red on the Plan (Appendix A to this Agreement).

1. Purpose

- 1.1 The purpose of this Management Agreement is to enable the land to be managed for the benefit of the community and provide a fruit tree area, wildlife areas and allotments in line with the guiding principles of the Management Plan.
- 1.2 The Town Council retains all rights and control over the land as stipulated in the lease from Dorset Council.

2. The Management Plan

- 2.1 The parties have agreed a Management Plan, which sets out a plan for the management and maintenance of the land, which is approved and updated where required at the BCOG AGM and by the Town Council.

3. Term and Termination

- 3.1 This Management Agreement and the associated Management Plan shall be subject to termination by either party upon the giving of six months notice in writing of such termination.

- 3.2 Should the Town Council have cause to believe that the terms of this Management Agreement and the proposals within the Management Plan have not been complied with to a reasonable extent, then the Town Council, after reasonable consultation with BCOG, may terminate this Agreement and the Management Plan by the giving of three months notice of termination in writing to the Chairman of BCOG.

4. Monitoring of the Management Plan

- 4.1 BCOG shall keep the Town Council notified of progress with regards to the objectives in the Management Plan. This notification shall be by the presentation of regular progress reports, on at least a six-monthly basis, to the Town Clerk, the detail of the reporting process to be agreed between the parties. Ordinarily, these reports will take the form of the supply of minutes of committee and any other relevant meetings.
- 4.2 The Town Council shall be entitled, at any time, to request information, documentation or access to land (e.g. Town Council, utility companies, etc) from BCOG in order to monitor the progress of the Management Plan and shall be provided with such information, documentation, or access to property or land as they may require, within a reasonable timescale of any such request.
- 4.3 Failure to provide monitoring information when requested, or any concerns the Council may have regarding the progress of the Management Plan, may result in termination of this Agreement and Management Plan, in accordance with clause 3.2 above.

5. Funding of the Management Plan

- 5.1 BCOG shall use their existing resources in order to progress the Management Plan and, additionally, may apply for funding to appropriate funding bodies.
- 5.2 The Town Council shall support any such application and will offer reasonable assistance, where appropriate, with regards to the preparation of such funding applications.
- 5.3 This Management Agreement does not require, or bind, the Town Council to provide any funding or other assistance with regards to the progress or delivery of the Management Plan, other than as specifically set down in this Agreement.
- 5.4 Any monies generated through activities pursuant to the Management Plan or associated community or educational activities shall accrue to BCOG, shall be used solely for furtherance of the Management Plan, and shall be accounted for in the financial report to the annual general meeting of BCOG, and, annually, to the Town Council.

- 5.5 The Town Council shall meet the costs of routine operational maintenance (as listed in 7.1 below) but may seek funding contributions from BCOG for costs incurred as a result of assistance with tasks not covered in section 7.1 (an exhaustive list). All additional costs in respect of the Orchard (and including the annual community allotments rental) shall be met by BCOG.
- 5.6. Income derived from the leasing of the Town Council allotments, some of which are leased to BCOG, shall contribute towards the support and maintenance of the plots, in line with its allotments policy.
- 5.7 Any income received by BCOG in relation to sales of plants and produce at events such as Allotment Open Day shall be retained by BCOG, and will exclusively fund orchard or allotment support and development.
- 5.8 For projects that incur 'one off costs', funding will either be provided from BCOG reserves, or BCOG may submit a bid for grants. The Town Council may support the bids, but would not submit a bid themselves. In extremis, and following constructive discussions, the Town Council may meet or contribute towards the costs of 'one off' projects, but these must not incur a direct drain on Town Council resources. BCOG would not seek Town Council funding assistance if its own funds were comfortably able to bear the costs.

6. Liability and Asset Insurance

- 6.1 There are six categories of events held in the orchard that could involve members of the public:
 1. BCOG organised public events
 2. Town Council organised public events
 3. Events sponsored by other third party groups that have their own Public Liability insurance
 4. Events sponsored by other third party groups that do not have Public Liability insurance
 5. Day to day recreational use of the orchard by members of the public
 6. Volunteers that help at work parties and other supportive orchard activities such as helping to set up events
- 6.2 The land, being leased to the Town Council, falls within the scope of the Town Council's Public Liability indemnity provision. Bridport Town Council shall maintain policies of insurance for such amount as it may from time to time determine in respect of injury sustained by members of the public. This applies to the normal daily availability of the orchard for public access.
- 6.3 BCOG shall take all reasonable steps necessary to ensure that the implementation of the Management Plan does not incur any liability upon the Town Council as lease holders.
- 6.4 Prior to any BCOG organised public events BCOG will have adequate Public Liability Insurance in place.

- 6.5 For ad hoc third party groups that request to use the orchard for recreational and well-being type activities, the sponsor submits a request to BCOG and is given a copy of the "Use by Other Groups" policy. They are requested to state whether they have their own Public Liability insurance in place. If they do, then BCOG will be at liberty to approve the holding of the event (other conditions permitting). If they do not, they are advised to approach the Town Council who may be able to provide assistance and advice, and may, in some circumstances wish to 'adopt' the event. The Town Council are kept informed of these arrangements, and where necessary will make the final decision as to whether an event is able to take place, and if necessary will recommend a more appropriate venue.
- 6.6 For volunteers at work parties and providing other assistance (such as helping to set up events), they are considered to be volunteering on behalf of the Town Council, and are therefore covered by Town Council 'employer liability' insurance in the event of injury being incurred. BCOG will supervise volunteer activities and carry out suitable risk assessments which will be shared with the volunteers. In the event of an incident involving volunteers, The Town Council will have access to names and contact details of individuals involved, and would be supplied with these on a 'need to know' basis.
- 6.7 The Town Council would underwrite the cost of replacement of plant or equipment that has suffered loss or damage due to fire, theft or vandalism.
- 6.8 For replacement or repairs to structures such as the polytunnel and sheds, the Town Council would be prepared to enter into constructive discussions as how they may be repaired or replaced.

7. Management Responsibilities

Bridport Town Council shall:

- 7.1. with the exception of the areas listed in 7.9 - 7.12 below, be responsible for the maintenance of the site including the gravel paths, perimeter hedges and walls, fences, gates, seats and benches, structure of raised beds, notice boards, grass cutting, litter collection. Also the occasional removal of unwanted waste (such as cut grass) that is too bulky for BCOG to deal with.
- 7.2. ensure that all landscaping works (including all areas as described in 7.1 above)) are undertaken in line with the Management Plan and with the agreement of BCOG.
- 7.3. manage the allotments in line with the Town Council's allotments policy, subject to observing the agreed Orchard management principles, as set out in the Management Plan.

- 7.4. work with Dorset Council to implement existing policy in relation to the control of dogs on the site.
- 7.5. undertake regular inspections of the site in accordance with the Town Council's inspection regime for open spaces.
- 7.6. be consulted on and agree the Management Plan.
- 7.7. be entitled to appoint one representative to serve on the Bridport Community Orchard Group.
- 7.8. Fund the annual maintenance of the petrol mower, Mountfield SP555V (though the maintenance arrangement is initiated by BCOG, normally in January).

Bridport Community Orchard Group shall:

- 7.9. manage the Orchard site in line with the aims set out in the Management Plan.
- 7.10. maintain all fruit trees.
- 7.11. maintain the wildlife area, the native hedges planted by BCOG (i.e. those the west and south of the allotments area), other already established hedgerows where needed for wildlife enhancement and prevention of their interference with fruit trees.
- 7.12. maintain and manage the community allotment, for use by people with disabilities, schools, other community groups, and individual members of the community.
- 7.13. manage events and open days, subject to prior consultation with the Town Council in line with this Agreement.
- 7.14. apply for grants to support the community orchard.
- 7.15. agree its own administrative, management and financial arrangements.
- 7.16. BCOG is supporting Bridport as a Rights Respecting Town that is striving for a fair, safe and kind community
- 7.17. BCOG actively supports the Town Council declaration of a climate emergency, and will support its action plan as appropriate

8. Miscellaneous

- 8.1 This Agreement does not create a partnership between the Parties pursuant to the Partnership Act 1890.

- 8.2 The Parties agree that each Party shall be responsible for its own costs in relation to all matters arising out of this Agreement.
- 8.3 This Memorandum of Understanding is reviewed and updated at the same time as the Management Plan (i.e. every six years) or if a change is requested or needed as identified by either party.
- 8.4 The MoU shall be approved by Bridport Town Councillors.

SIGNED BY the duly authorised representatives of the Parties on the date stated at the beginning of this Memorandum.

SIGNED by)

(For and on behalf of) **BRIDPORT COMMUNITY ORCHARD GROUP**

SIGNED by)

(For and on behalf of) **BRIDPORT TOWN COUNCIL**