

BILLINGSHURST COMMUNITY PARTNERSHIP LTD
(The Partnership)

MEMORANDUM OF UNDERSTANDING OF WORKING RELATIONSHIP
WITH

BILLINGSHURST PARISH COUNCIL
(The Council)

The objective of this memorandum is to establish the working relationship and reporting responsibilities between the Council and the Partnership. The following objectives should not be construed as superior to the Partnership's Articles of Association or to the legal and financial responsibilities of the Council.

STATEMENT OF PURPOSE

To work together to achieve the aims and objectives of Billingshurst identified through the agreed Community-Led Plan, reviewing progress and updating as required. Working together on other issues and projects of interest and concern to Billingshurst, and its surrounding communities to secure the long term viability of Billingshurst as a centre for social, business and cultural activities, and to maintain its character and heritage

The working relationships are set out below and will be reviewed every four years and to take place during the second year of the Council's term of office.

1. The Council is a member of the Partnership and will be represented on the Partnership by a nominated Councillor.
2. The Councillor's roles within the Partnership are to provide:
 - a. Input into each area of Partnership activity on any relevant Council activity or plans.
 - b. Feedback and report to the Council and individual councillors, on the projects, plans and activities of the Partnership.
 - c. His/her time, expertise and energy, as part of the Partnership.
 - d. The first point of contact to resolve any issues that may arise in the pursuit of any project or initiative between the Council and the Partnership.
3. All projects will be submitted to the Council via the representative of the Council on the Partnership via the Parish Clerk for comment. Projects that will become the responsibility of the Council or have a cost implication to the Council (such as professional and legal costs, revenue costs, ongoing maintenance costs or insurance costs) will be submitted to the Council in detail for approval before the project commences. Details submitted will include capital costs and funding sources.
[This is a suggestion from the Parish Council from experience that some projects need professional expertise to understand and comply with legislation, for example the creation of allotments.]
4. The Council may request the Partnership to amend project details that are submitted to them for approval prior to implementation, if those projects are deemed to ultimately be the responsibility or financial liability of the Council.
5. The Partnership will review its project plans, progress and issues with Council every six months, or more often if requested by either party. The "review" may take the form of a documented presentation

from the Partnership to the Council meeting followed by discussion and where appropriate documented agreed actions.

6. The Partnership will make regular reports in writing to the Council in respect of time, cost and quality, and any proposed alteration to any approved active project for which the Council will have ultimate responsibility.
7. Where the projects are deemed to be, or become, the responsibility of the Council, the Partnership may be given permission from the Council to implement such approved projects and where it uses the services of third parties in pursuance of the project objectives, the actions taken must be in line with Council practice.

[‘may be given’ wording changed to be consistent with HDC model. ‘delegated authority’ removed and replaced with ‘permission’ as Council may only give delegated authority to another local authority, a Committee or an officer under LGA 1972 s101.]

8. The Partnership will have its own secretariat to govern and record its affairs and will run meetings independently of the Council.
9. Monies obtained by the Partnership cannot be authorised for spend without the approval of the Partnership management committee and countersigned by the Project leader
10. Any comments made to external bodies in relationship to the activities or views of the Partnership or its joint working with the Council by any member of either organisation must be factual and impersonal. No personal views should be given if purporting to be the views of the Council or the Partnership.
11. The Partnership will have the ability to apply for grants and funding for projects independent of the Council. Where appropriate and agreed the Partnership projects may use the Council as a vehicle through which grants may be sought and funds held. It is recognized that in some cases the grant provider may request that the Partnership holds and administers these funds and in those cases the Partnership will hold the funds and administer them in accordance with its governance regulations.

[The Clerk will provide advice to the Council on the VAT implications of the Council being used as a vehicle for which grants may be sought and funds held.]

12. Both the Council and the Partnership must ensure that their respective members are made aware, understand the intent of this document, and given copies of this Memorandum of Understanding.
13. Agreement to this MOU should not be withheld or overturned without due cause. However in the event of any dispute between the parties that cannot be resolved by usual consultation, they will then enter into mediation with a mutually agreed mediator to endeavour to resolve the issue. Any costs incurred will be shared equally.

[The aim of mediation is to find an agreement between the two parties.]

14. Both parties will agree to and adhere to any agreement resulting from the mediation.
15. In the event of all mediation and consultation failing, either party can terminate this Memorandum of Understanding giving 3 months’ notice. In such cases, both parties agree to work together to complete unfinished work for the benefit of the community.

Signed *[Signature]*

Chairman
Billingshurst Parish Council

Dated *20th October*2014

Signed *[Signature]*

Chairman
Billingshurst Community Partnership Limited

Dated *28 Oct*2014