



Memorandum of Understanding between the Wilts & Berks Canal Trust and Derry Hill and Studley Parish Council

1.0 Purpose of the Memorandum of Understanding:

- For the Council to support the priorities of the Trust as they apply to the restoration of the canal in the Derry Hill and Studley Parish
- To seek support and assistance from the Council in delivering specific projects related to the restoration of the canal.
- To ensure that the canal restoration project maximises economic, recreational and environmental benefits for the Derry Hill & Studley area.

2.0 The Wilts & Berks Canal Trust will:

- Provide the Council with a copy of its 2050 vision and 5-year business plan, specifically identifying Trust proposed projects in the Derry Hill and Studley area.
- Identify projected economic, recreational and environmental benefits arising from canal restoration projects.
- Provide the Council with a list of projects or activities planned each year.
- Maintain the canal, at least in its current condition.
- Facilitate an annual meeting between the Trust and the Council to discuss and agree any joint priorities and investment plans as they affect the restoration of the canal.
- Invite the Council to nominate a member to sit on the steering / management committee of the WBCT for work in the Derry Hill and Studley area.

3.0 The Council will:

- Take account of the Canal in the development of, and consultation on, any new Neighbourhood Plan.
- In responding to planning consultations received from Wiltshire Council, related to new development located in the vicinity of the Canal, draw attention to the benefits that the restoration of the canal will bring.
- Consider funding specific projects or activities, as they relate to the delivery of the Council's own objectives, through the Council's grant funding process.

4.0 Administration:

- The Chief Executive of the Trust and the Chairman of the Council will set the agenda for any partnership working and where they delegate responsibilities to officers or volunteers within these organisations the Chairman shall be kept informed of progress.

5.0 Status:

This MoU is not intended to be legally binding, and no legal obligations or legal rights or liabilities shall arise between the Parties from this MoU. The Parties enter into this MoU intending to honour their obligations.

Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any of the Parties as the agent of the other Parties, nor authorise the Parties to make or enter into any commitments on behalf of the other Parties.

6.0 Termination:

- The Council or the Trust may terminate this Memorandum of Understanding by giving 12 months notice.
- Any projects which will not be completed within a 12-month termination period will be allowed to complete provide that such completion is achieved within the funding provided.

SIGNED for and on behalf of Wilts & Berks Canal Trust

Martin Holliss Chair of the Trustees

Dated:

SIGNED for and on behalf of Derry Hill and Studley Parish Council

Dated: