

This **Memorandum of Understanding** dated
is made between the following parties.

2015

**Canterbury City Council of Military Road, Canterbury CT1
1YW (CCC)**

And

Friends of Kingsmead Field (FKF)

1.0 Definition.

- 1.1 This Memorandum of Understanding sets out the general arrangements and responsibilities for the management of the area known as Kingsmead Field (the Field).
- 1.2 FKF is a voluntary body being an unincorporated association whose membership is made up of local residents under a formal Constitution for the purpose of representing the interests of local people in the management of the Field.
- 1.3 The management of Kingsmead Field is defined in a Management Plan prepared by CCC in consultation with FKF with the aim of retaining and enhancing the biodiversity of the site as a natural environment for the enjoyment and education of the general public.
- 1.4 Kingsmead Field is a public open space owned by CCC of approximately 1.46 hectares located between Kingsmead Road and Broad Oak Road, Canterbury as illustrated on the attached plan (attachment 1).

2.0 Joint Understanding

- 2.1. The Parties agree to co-operate together to protect enhance and maintain the Field for the benefit of its flora and fauna and for the environmental wellbeing of the Field and its surroundings.
- 2.2 The Parties will consult together each year to produce and update a Management Plan for the Field.
- 2.3 The Parties will meet together at least twice each year to discuss their progress with regard to the protection, enhancement and maintenance of the Field.
- 2.4.* No work or development will be carried out to the Field other than that arising out of emergency or minor maintenance without the prior approval of the Parties.
- 2.5 The Parties will use their best endeavours to reach a consensus over any decision regarding the management of the Field. Where necessary those decisions will be recorded in writing.
- 2.6. In the event of any dispute that the parties cannot resolve between themselves the matter shall be referred to the Council's Assistant

Director of Planning and Regeneration in consultation with one of the elected councillors for St Stephen's Ward for resolution.

- 2.7 This memorandum of understanding will be reviewed each year and may be modified at any time by agreement between the Parties provided that any such amendment is made in writing.
- 2.8 This memorandum of understanding sets out the basis of the proposed working relationship between the Parties and is not intended to form a binding contractual relationship between them.

3.0 Canterbury City Council Undertaking

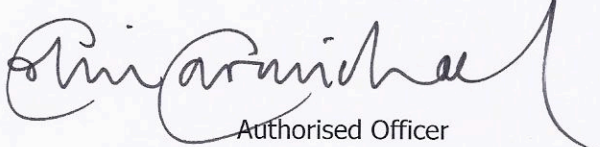
- 3.1 CCC will nominate an officer representative of CCC as a main point of contact for FKF and to attend such meetings as necessary.
- 3.2 CCC is responsible for communicating with KCC regarding the public footpath and other relevant rights of way and site access issues.
- 3.3 CCC is responsible for communicating with other public bodies.
- 3.4 CCC is responsible for boundary issues, land ownership and registration issues, unauthorised encroachment, security and other legal issues. (See paragraph 4.8)
- 3.5 CCC will provide advice and guidance to FKF regarding appropriate CCC and public authority and government policies.
- 3.6 CCC will allow FKF to promote the site as a natural public amenity through the publication of newsletters, reports, leaflets, press releases and other media coverage.
- 3.7 CCC will allow FKF to use the site for educational visits and for running social events (subject to any statutory licence).
- 3.8 CCC will ensure that the following works are carried out on the Field:
- The grass cutting in accordance with the Grounds Maintenance Contract
 - The provision and maintenance of litter and dog bins and the regular collection of waste from the same.
 - The collection of large items of litter and debris from fly tipping.
 - Maintenance and general upkeep of the seating, boundary posts and information boards.
 - Financial assistance with the payment of Public Liability Insurance (see paragraph 4.2).

4.0 Friends of Kingsmead Field Undertaking

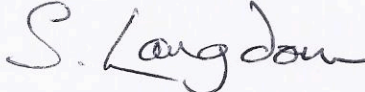
- 4.1 FKF will nominate a prime point of contact from the Committee for day to day issues and correspondence with CCC.

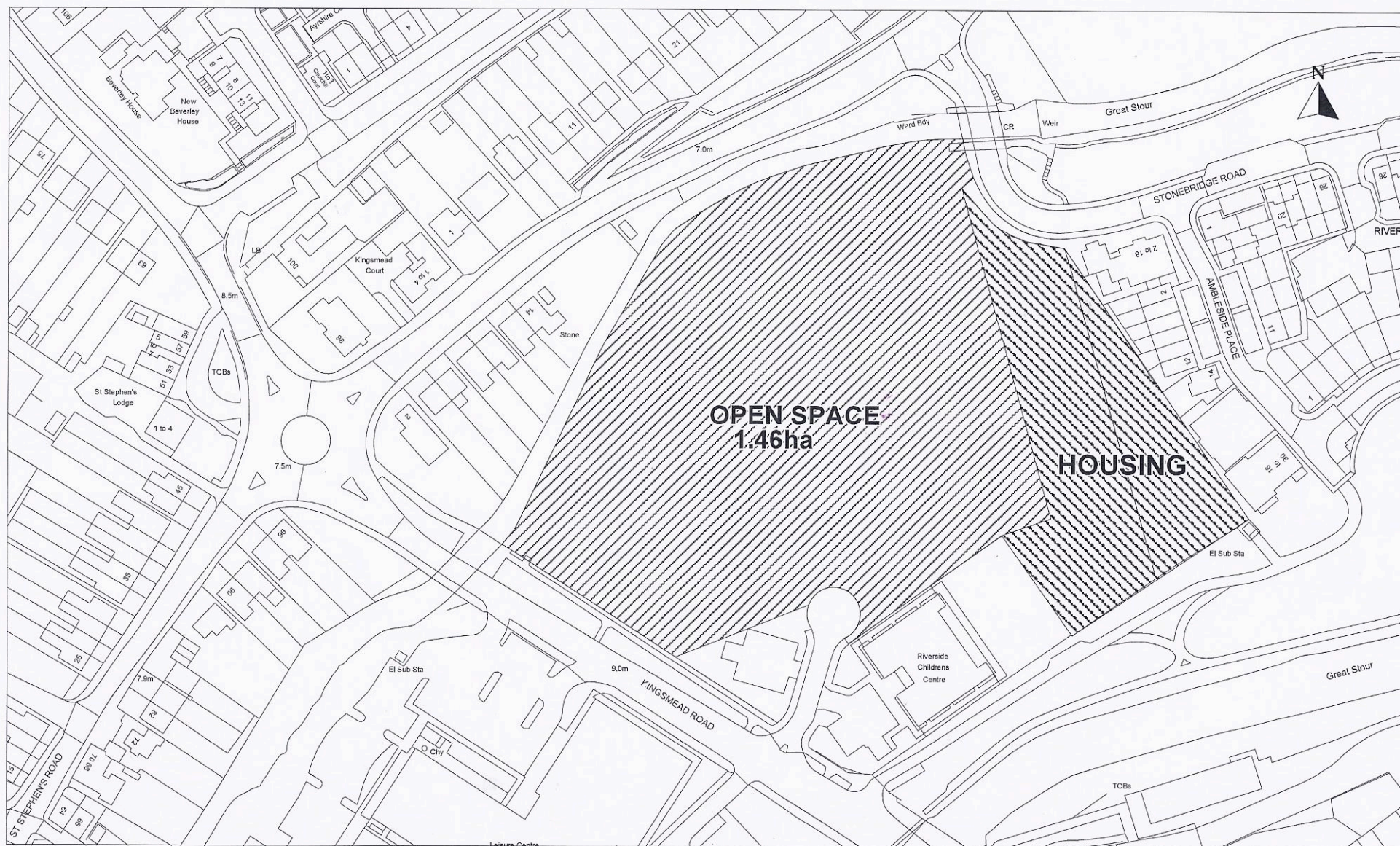
- 4.2 FKF will hold Public Liability Insurance and Property Insurance in respect of the equipment, works and services which they undertake on the Field. The Council will contribute half of the cost of any such insurance or the sum of £150, whichever is the lesser.
- 4.3. FKF will ensure that anyone working or visiting the Field under their sole supervision shall take all measures that are reasonable in the circumstances in respect of Health and Safety, first aid provision and observance of their responsibility to volunteers on or visitors to the Field.
- 4.4 FKF will report any abuses of the Field to CCC and the Police.
- 4.5 FKF will allow CCC access to the results of surveys and information gathered about the habitat and biodiversity of the site.
- 4.6 FKF will arrange working parties as necessary to maintain the site in accordance with the Management Plan and any initiatives decided and recorded in the minutes of Committee meetings and any unforeseen issue effecting the general upkeep and preservation of the site. This will be limited to litter picking, general scrub maintenance and manual work not requiring power tools.
- 4.7 FKF will raise funds through donation and grants to pay for requirements decided and recorded in the minutes of Committee meetings.
- 4.8 FKF reserve the right to make a further application to the registration authority to register the Field as a Village Green.
- 4.9 FKF Committee will provide direction, information and assistance to Contractors employed by either of the Parties on work on the Field as necessary.
- 4.10 FKF will ensure compliance with any appropriate legislation in respect of the installation or removal of permanent structures and trees etc. in consultation with CCC or their nominated representatives.

Signed on behalf of the Council


Authorised Officer

Signed on behalf of the Friends of Kingsmead Field


Chairman



LAND AT KINGSMEAD/STURRY ROAD CANTERBURY

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Drawing Number: 2956A
Scale: 1:1500
Plot Date 26.05.2015
Dept: Property Services