

“Love The Forest” Visitor Giving Scheme for the New Forest National Park

Memorandum of Understanding

New Forest Trust (NFT) and New Forest National Park Authority (NFNPA)

1. Nature and Purpose of the Memorandum of Understanding (MoU)

This MoU sets out a framework for a clear understanding of the partnership working arrangements for the Love the Forest Visitor Giving Scheme (hereafter referred to as “the Scheme”).

The Scheme raises funds from visitors to support the protection and improvement of the New Forest’s unique landscape, flora and fauna and traditional forest way of life.

In doing so, the scheme will help deliver the aims of the NFT and purposes of the NFNPA.

Charitable aims of the NFT:

- Promoting the conservation, protection and improvement of the New Forest
- Promoting the conservation and protection of the commoning livestock, the deer and other flora and fauna of the New Forest
- Promoting the education and understanding of the public in the commoning of livestock, of fauna and flora and the environment of the New Forest.

Purposes of the New Forest National Park Authority:

- To conserve and enhance the natural beauty, wildlife and cultural heritage of the area
- To promote opportunities for the understanding and enjoyment of the special qualities of the Park by the public.

Working in partnership with other organisations it is also the Authority's duty to seek to foster the economic and social well-being of the local communities within the National Park.

This MoU is intended to bind the Partners to work together in delivering the Scheme and, in particular, to:

- Ensure the Scheme’s objectives, outputs and outcomes are met
- Establish a Steering group to facilitate the implementation of the scheme
- Set the roles, responsibilities and liabilities of each partner
- Define the functions of the Steering group and how it will be governed.

2 Duration of the Memorandum of Understanding

This Memorandum takes effect from 1st April 2017 and will remain valid until 31st October 2021 (unless extended at the agreement of both parties).

3 Delivery of the scheme

A part time Project Officer will deliver the Scheme, with the support of a part-time administrator. The key responsibilities of the Project Officer will be to:

- retain and recruit businesses to the Scheme
- develop and maintain on-going relations and communications with existing members of the scheme
- produce quarterly reports for the Steering group.

The Project Officer and Administrator will be based at the National Park Authority offices in Lymington.

4 Governance

The delivery of the Scheme will be overseen by a Steering Group.

As members of the Steering Group, the Partners will work together to monitor and guide the management and delivery of the Scheme and steer the work of the Project Officer. The Partners will work in a spirit of cooperation to ensure a successful outcome for the Scheme.

Money raised through the Scheme will be held in a dedicated account, administered by the NFT.

25% of the money raised through the Scheme will be transferred annually to the NFNPA to offset the cost of delivering the Scheme.

5 Structure of the steering group

The Steering Group will be made up of 3 representatives of the NFT and 3 representatives of the NFNPA.

The Group will be chaired by a Trustee of the New Forest Trust.

The Group will keep under review its membership and may, by a two thirds majority vote of the total membership, agree to add additional members or remove members. Additional people will join the board to present and report on agenda items but will not have voting rights.

6 Operation of the Steering Group

The Group shall meet a minimum of 4 times a year.

Meetings will be held at Lymington Town Hall.

No business shall be transacted at a meeting unless quorate: the Chair of the Group (or their substitute) is represented and a member of each of the partners is present.

The Group will endeavour to make decisions by agreement and consensus wherever possible, but where required each Board member (or their substitute) shall be entitled to one vote. Decisions will be made by a simple majority of the representatives present at the group meeting.

For any matters requiring an urgent decision by the Group, members will be contacted by email.

The steering group decisions are binding.

7 Functions of the Steering Group

The Steering Group will:

- agree the projects to be supported by the Scheme
- agree the objectives of the Project Officer
- receive reports from the Project Officer and
- provide advice on the future direction of the Scheme
- co-opt additional members to the steering group as required.

8 Responsibilities

New Forest NPA will:

1) Provide a dedicated officer, (0.5FTE / 18.5hrs), to develop the Love The Forest scheme. The officer will:

- Recruit and retain local businesses to the Love the Forest scheme
- Identify relevant projects which would be eligible for support from the Visitor Giving Scheme
- Co-ordinate promoting the Love The Forest Scheme within the NPAs visitor focussed communications (website, social media, printed publications)
- Report on progress to the steering group on a quarterly basis.

2) Provide line management, office space and equipment for the Love The Forest Project officer.

3) Provide office space for the NFT administrator.

New Forest Trust will:

1) Provide 10 hours per week administrative support. The post will:

- Administer the finances of the scheme
- Provide administrative support to the Project Officer

2) Receive all donations to the scheme.

3) Provide 25% of the total Love The Forest donations to the NFNPA.

4) Publish separate accounts for the Love The Forest Scheme.

9 Dispute Resolution

Any difference of opinion or dispute arising out of or in connection with this Memorandum of Understanding shall be referred to the Chair of the Group, who will endeavour to resolve it fairly and expeditiously in discussion with the Chair of the NPA Resources, Audit and Performance Committee.

10 Liability

Neither partner should be liable or held accountable for the failure or inability of the other to fulfil their obligations. No Partner will be liable to the other for any consequential or indirect loss suffered.

11 Termination

This MoU may be terminated with immediate effect:

If either Party has committed a breach of any provision of this MoU and such breach has not been remedied (if capable of remedy) within 30 days

If either Party does anything which in the reasonable opinion of the other Party is or could be construed as being inimical to the name and/or reputation of the other Party or is adverse to their business interests.