

RAPC 533/24

NEW FOREST NATIONAL PARK AUTHORITY

RESOURCES, AUDIT AND PERFORMANCE COMMITTEE – 3 June 2024

Team New Forest - Authority partnership working with the New Forest Marque

Report by: Paul Walton, Head of Environment and Rural Economy

1 Summary

- 1.1 The Re:New Forest Partnership Plan highlights the need for a culture of collaboration to deliver key policies and measures to enhance the National Park landscape, economy and communities. A previous paper (RAPC 499/23) looked at our work with New Forest Produce Limited, which manages the New Forest Marque local food and produce scheme. The partnership between the Authority and New Forest Produce Limited is to be formalised through a grant agreement, which is the subject of this paper.

Recommendation:

That Members (i) approve the provision of assistance and a grant to New Forest Produce Limited (trading as New Forest Marque) to an annual value of £25,000 over a three year period on the terms set out in this paper and the annex hereto, (ii) approve the principle of the Authority entering into a grant agreement with New Forest Produce Limited (trading as New Forest Marque), to incorporate at a minimum the key terms appended to this report at Annex 1, and (iii) delegate authority to the Chief Executive Officer to take all action as necessary to enable the Authority to enter into the grant agreement, including overseeing the drafting of the agreement, negotiating any amendments if required, and executing the agreement on behalf of the Authority.

2 Background to the New Forest Marque

- 2.1 New Forest Produce Limited (NFPL) is a not-for-profit company limited by guarantee, which was set up in 2003 with support from New Forest District Council to help protect and preserve the New Forest's unique environment and its farming and commoning way of life. It is governed by a voluntary Board of Directors and Chair. A Members Manager is responsible for the day-to-day operation of the Marque, supported by a part-time Communications officer; both are paid posts.
- 2.2 The New Forest Marque has grown from its original format – 'Forest Friendly Farming' – to encompass all aspects of artisan and rural business and has also forged strong ties with retail and hospitality sectors which also have interest in preserving and promoting the New Forest and championing local fare produced within the New Forest Marque boundary which encompasses the National Park and New Forest District Council area.
- 2.3 In November 2023 an exciting new branch of the New Forest Marque was launched, with the support of Arts Council funding. The New Forest Marque 'Inspired' is open to people who live in the Marque scheme area, predominantly trade within the New

Forest, and create authentic and original arts or crafts inspired by the beauty of the New Forest.

- 2.4 The number of members in the Marque scheme varies year-on-year but the creation of the Inspired scheme has helped increase the number of members to 171 in April 2024, with the ambition to get to 200 by the end of the year.

3 National Park Authority support for the Marque and Service Level Agreement

- 3.1 The NPA has a long history of supporting the New Forest Marque, which is regarded as a key means by which the NPA can deliver our socio-economic duty. The role of the New Forest Marque in supporting local producers, many of whom are micro and small enterprises, and the NPA's ongoing investment, has been regularly showcased within the National Park family and highlighted to Defra officials as key means by which the NPA can encourage local businesses who, through their produce, strengthen the cultural landscape of the New Forest.
- 3.2 It is recommended that the Authority now formalise the nature of that support for the next three years, on the terms set out in Annex 1. The key element of the SLA is a commitment by the Authority to provide a part-time communications officer and grant funding up to the value of £25,000 per year up to March 2027. Both a member and officer from the Authority will have a place on the board of New Forest Produce Limited (the officer in a non-voting capacity).

Recommendation

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Previous papers: RAPC 499/23 Team New Forest - Authority partnership working in support of local produce through the New Forest Marque

Annex 1

Key terms to be incorporated into the grant agreement (subject to contract)

1. The grant agreement between the Authority and New Forest Produce Limited (trading as New Forest Marque) (the 'Marque'), shall cover the period up until the end of the 2026/2027 financial year. This initial period may be extended for a further 12 months by the written agreement of both parties. The agreement will be terminable on six months' written notice by either party for any reason.
2. The grant from the Authority to the Marque shall amount to a commitment to provide officer support and, where appropriate, a financial grant, together to amount to the value of £25,000 each year, over a three year term. This support will take the form of (i) the deployment of a part time Communications Officer whose role will be to undertake communications for the Marque, and (ii) to the extent that that employment costs less than £25,000 in any given year, a balancing payment at the end of that financial year to take the total support given by the Authority up to £25,000 (together, the 'Grant'). The Communications Officer shall be employed and managed by the Authority.
3. The Authority shall at its Annual Meeting appoint one of its members to represent the Authority on the Marque. That Authority member shall be appointed as a voting member of the Board of New Forest Produce Limited (the 'Marque Board'). The Authority will also appoint a second member to substitute for the first member representative to the Marque Board in the event the first member is unable to attend, and the Marque Board shall ensure that its constitution allows that substitute member to vote in the first member's place. An Authority officer shall also be entitled to attend all Marque Board meetings but shall not be a Marque Board member nor have a vote.
4. The Marque's use of the Grant shall at all times be in accordance with and furtherance of the Authority's statutory purposes and socio-economic duty. Subject to the foregoing, the use of the Grant shall be to promote the Marque and the products endorsed by it, under the detailed direction of the Marque Board but with the implementation of the communications work to be monitored and overseen by the Authority officer. The Chair of the Marque and the Authority officer will undertake regular (and at least annual) reviews of the joint working between the Authority and the Marque pursuant to the grant agreement. Where necessary the Marque will produce to the Authority proof of expenditure related to the use of the Grant, and will not without the prior written agreement of the Authority use any financial portion of the Grant to purchase assets, nor to meet any expenditure that the Marque committed to prior to 31 March 2024.
5. Should the Authority wish to alter the terms of the agreement (for example, increasing or decreasing the amount or type of the Grant, further defining the purposes for which the Grant may be used, changing the payment schedule etc.), the mechanism for this would be to agree an amendment to the existing agreement in writing or to terminate this agreement as outlined in (1) above and enter into a new one.
6. The agreement will envisage that the Grant may at any time cease to be provided/paid where the Authority does not have available funds or is for any other reason unable or not permitted to provide it, and the Authority will not be liable for any losses caused by a delay in the provision of the Grant.

7. Unless the Grant is extended for a further period the Marque shall return any unspent monies deriving from the Authority pursuant to this arrangement to the Authority. The Marque will not use the Grant for the purposes of any other individual or body except as expressly permitted by the Authority. The Grant will not be used for political purposes. The Marque will keep proper accounts and records.
8. The agreement will also contain general terms including as to jurisdiction, no rights of third parties, no partnership or agency, data protection, access to information, confidential information, intellectual property, dispute resolution, no liability, compliance with key Authority policies, etc., as reasonably necessary in the opinion of the Chief Executive Officer.