

Dartmoor National Park Authority



THIS MEMORANDUM OF UNDERSTANDING is made

on this *8th* day of *February* 2017

BETWEEN:

- 1) **Dartmoor National Park Authority** of Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ ("DNPA"); and
- 2) **Dartmoor Preservation Association** (Charity Registration Number 215665) c/o Mr Philip Hutt of Old Duchy Hotel, Tavistock Road, Princetown, Yelverton, Devon PL20 6QF ("the Association")

together known as "the Parties"

WHEREAS:

- A. There is a scheduled ancient monument (no.1004589) on land at Buckland Common, Buckland in the Moor, Devon, within Dartmoor National Park.
- B. Elizabeth Pybus is the registered proprietor with absolute title of the land upon which the scheduled ancient monument is situated
- C. Historic England is the statutory body with responsibility for the protection and conservation of all scheduled ancient monuments
- D. DNPA has entered into a Management Agreement with Elizabeth Pybus and Historic England under Section 17 of the Ancient Monuments and Archaeological Areas Act 1979.
- E. Pursuant to the Management Agreement, DNPA has agreed to be responsible for the management of the monument for a period of five years in accordance with the terms and conditions contained in the said Management Agreement.
- F. The Association has offered to assist with the day to day management of the monument on behalf of DNPA, subject to the terms and conditions contained herein.

IT IS HEREBY AGREED:

1. In this Memorandum, the following definitions shall apply:
 - “**Land**” means land at Buckland Common, Buckland in the Moor, Devon as shown shaded in pink on the plan annexed hereto
 - “**Management Fee**” means the sum of £7,500 (seven thousand five hundred pounds)
 - “**Monument**” means Scheduled Monument Number 1004589 (hut circles and fields on Buckland Common, Buckland in the Moor, Devon)
 - “**Term**” means a period of five years commencing on 15th October 2016
 - “**Works**” means:
 - i. Controlling scrub, bracken and sapling growth by cutting scrub and sapling to ground level, leaving the roots in situ to avoid disturbing archaeological layers
 - ii. Removal of dead trees only when ground conditions are dry, leaving roots in situ to avoid disturbing archaeological layers
 - iii. All such other reasonable works as DNPA may request from time to time
2. This Memorandum shall be for the Term, unless terminated earlier in accordance with clause 14 or clause 15.
3. In consideration of this Memorandum, DNPA shall pay to the Association the Management Fee, by one lump sum payment to be made within 30 days of the date hereof
4. The Association shall carry out the Works on the Monument on not less than six working days in each calendar year. For the avoidance of doubt a working day shall constitute a period of not less than five hours spent carrying out the Works on the Land, to the reasonable satisfaction of DNPA.
5. Within 14 days of completion of this Memorandum, and thereafter at six monthly intervals, the Association shall notify DNPA in writing, not less than 30 days before the next proposed date for carrying out the Works, of:
 - i) the Association's proposed programme of Works for the following 6 months ; and
 - ii) the dates on which the Association proposes to carry out the Works in the following 6 months

has first confirmed its agreement in writing.

6. DNPA undertakes to confirm its agreement to the programme of Works as soon as reasonably practicable and in any event not later than 14 days before the first date upon which it is proposed to carry out the Works in a calendar year.
7. The Association shall carry out the Works in a proper and workmanlike manner, and to the reasonable satisfaction of DNPA.
8. DNPA shall be at liberty to monitor and inspect the Works at any time. In the event that DNPA considers that the Association has not carried out the Works to its reasonable satisfaction, it shall notify the Association of the action required to remedy the Works. In the event that the Association fails to remedy the Works to DNPA's reasonable satisfaction within 30 days of such notification, DNPA shall be at liberty to terminate the Memorandum.
9. The Association shall at all times observe and comply in all respects with all statutory and other requirements, rules, regulations and byelaws concerning the Monument and the Land.
10. The Parties hereby acknowledge that it is a criminal offence, pursuant to the Ancient Monuments and Archaeological Areas Act 1979, for any person to carry out works to the Monument without lawful authority or reasonable excuse.
11. The Association shall not cause or permit any person to:
 - i) carry out any Works other than those expressly permitted by this Memorandum or with the prior written Memorandum of DNPA
 - ii) carry out any activities, operations or works likely to cause damage to the Monument or any part of the Monument
 - iii) carry out any activities, operations or works for the purpose of removing or repairing the Monument or any part of it or of making any alterations or additions to it
 - iv) carry out any flooding or tipping operations on the Land or in, on or under the Monument
 - v) have access to the Land for the purposes of using a metal detector without the express prior written consent of Historic England
 - vi) prevent any authorised representative of the owner, DNPA or Historic England from accessing the Monument

12. The Association shall not assign, sub-rogate or transfer the Works or any part or parts of this Memorandum to any other person, firm or company, except with the prior written consent of DNPA.
13. The parties agree and declare that they enter into this Memorandum as independent contracting parties and that there is no intention to create any contract of employment or mutuality of obligation as employer and employee.
14. DNPA shall be entitled to cancel this Memorandum and to recover from the Association the amount of any loss resulting from such cancellation if the Association (whether personally or through any person acting on his/her behalf) shall have:
 - offered or given or agreed to give any person any payment, gift or inducement in relation to the obtaining or execution of this Memorandum
 - offered or given or agreed to give any person any reward or consideration of any kind for doing or forbearing to do, or for having done or forborne to do any action in connection with this Memorandum
 - or for showing or forbearing to show favour or disfavour to any person in relation to this Memorandum
 - committed any offence under the Bribery Act 2010, Prevention of Corruption Acts 1889 & 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) Local Government Act 1972
15. DNPA reserves the right to terminate this Memorandum forthwith if at any time it considers that:
 - i) the Association is in material or serious breach of obligations under this Memorandum; or
 - ii) the Works or any terms and conditions of this Memorandum are not being performed in a proper manner or to the true intent and meaning of the same; or
 - iii) the Works have not been completed to its satisfaction and it has complied with the provisions of clause 8 of this Memorandum.
16. In the event that the Memorandum is terminated in accordance with clauses 14 or 15 above, the Association shall repay to DNPA the sum of £125 in respect of each calendar month remaining of the Term, as at the date of termination, within 28 days of receipt of a written demand.

17. The Association acknowledges that DNPA is subject to the provisions of the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 and that this Memorandum is a public document.
18. DNPA acknowledges that the Association will be carrying out Works under this Memorandum using its members and non-member volunteers. The Association undertakes to exercise reasonable supervision of its members and volunteers at all times, in order to protect their health, safety and welfare and to protect the Monument.
19. The Association hereby undertakes to maintain policies of insurance in respect of public liability and third party liability at all times. The Association hereby indemnifies DNPA and will continue to hold DNPA indemnified for the period from the date hereof until that date that is six years after the expiry of the Term, against all liabilities, costs, expenses and losses arising from the deliberate default or negligent action or failure to act of any member of the Association or any volunteer working for the Association.
20. This Memorandum and its provisions shall only be capable of amendment by a document in writing signed by the parties.



AS WITNESS the hands of the said parties:

Executed as a Deed)
By the said Dartmoor)
Preservation Association)
acting by two of its charity trustees)

Trustee: V. Barns V. BARNES

Trustee: DETRETT F. COLLINGS

The Common Seal of)
Dartmoor National Park)
Authority was hereunto affixed)
in execution as a Deed)
in the presence of)

for and behalf of
A. J. Kor
Chief Executive
(National Park Officer)

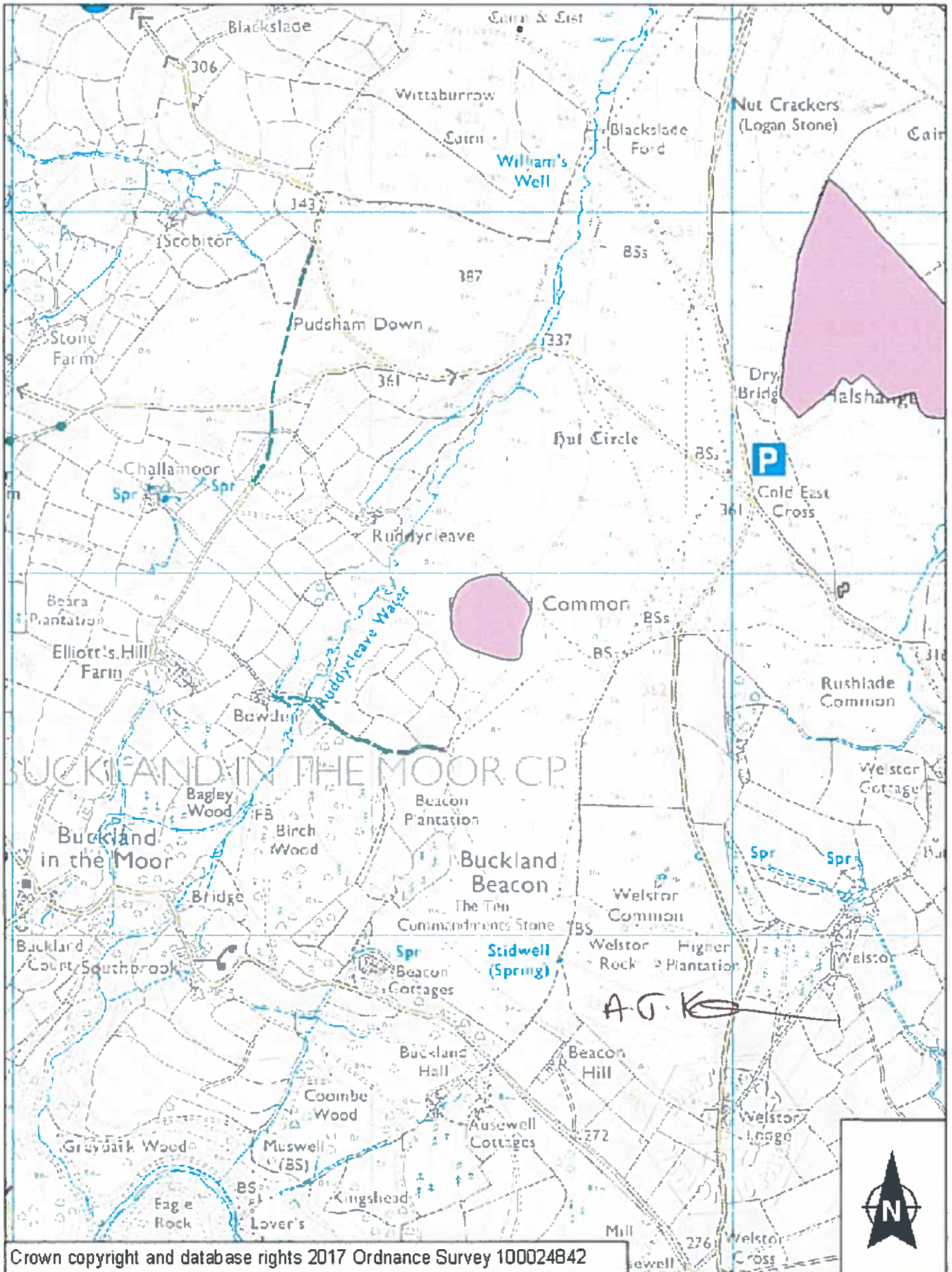
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Location of DV511

Scale 1:14,500

Compiled by acrabb on 8/2/2017



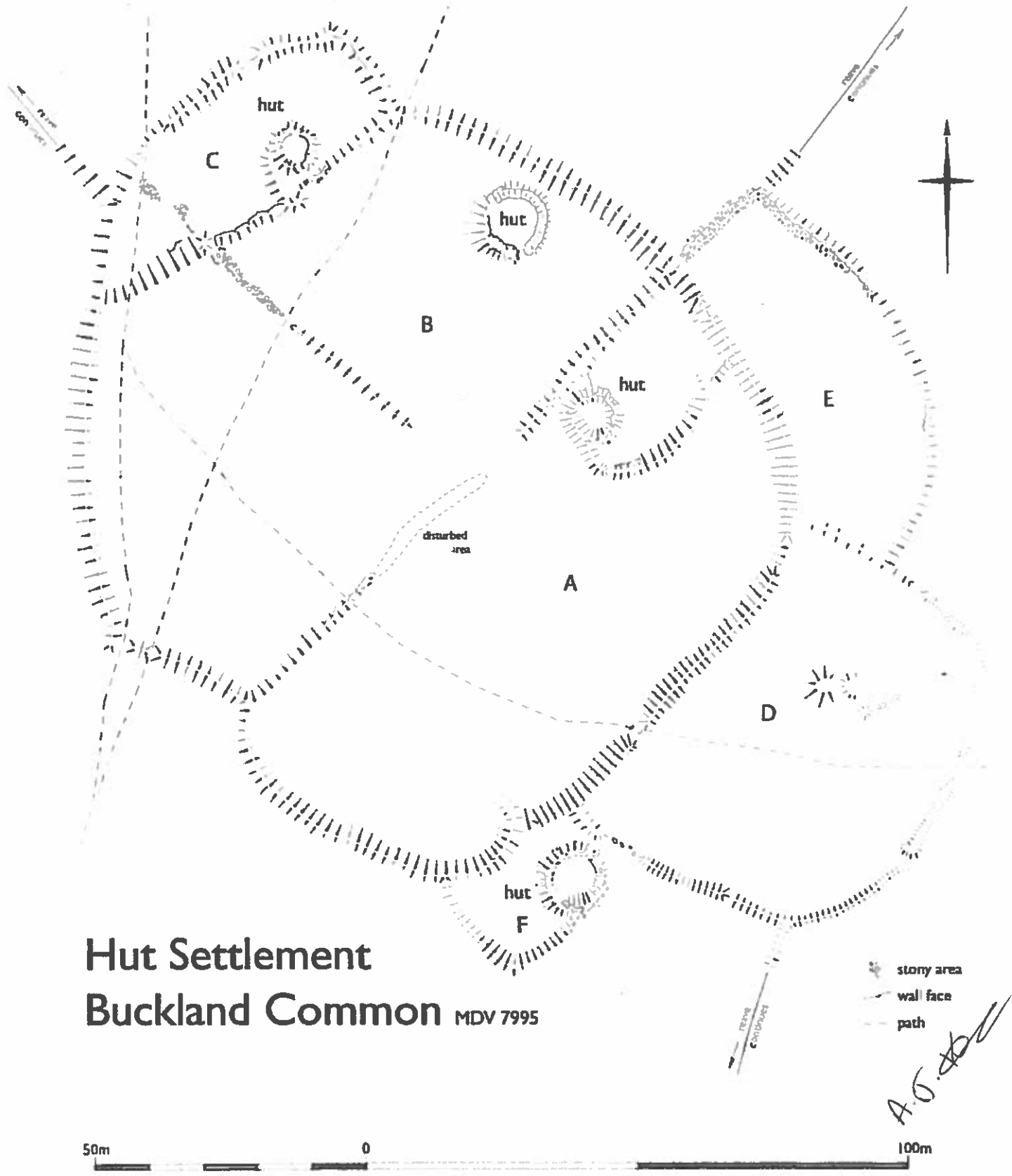


Fig 28 1:1000-scale survey of the enclosure and hut circles on Buckland Common.