



Memorandum of Understanding Partnership Agreement

This Memorandum of Understanding Partnership Agreement (“the agreement”) is made and entered into as of 14th February 2023.

BETWEEN: **Witney Town Council** (Partner A) located at:

Town Hall
Market Square
Witney
OX28 6AG

AND: **Witney Music Festival Ltd** (Partner B) located at:

Pebble Cottage
New Yatt Road
North Leigh
OX29 6TH

Whereas Partner A and Partner B are desirous to enter this memorandum of understanding between them, setting out the terms and conditions of the Partnership.

Now therefore, in consideration of the mutual agreements contained in this Agreement, the parties hereto agree as follows:

1. Partnership Purpose & Scope

The purpose of the Agreement is to clearly identify the roles and responsibilities of each Partner as they relate to the facilitation of the Witney Music Festival, held annually on the Leys Recreation Ground. In particular, this MOU is intended to outline the way in which they can work together to ensure the continued success of this valued community event administratively, operationally, financially and to:

“Build better communities by connecting people through music, and use this success to inspire and assist the next generation of musicians and performers to choose a life of music as their career”
Witney Music Festival Vision Statement 2022

“Help inspire, motivate, and provide opportunity for local people who wish to be involved with music and the performing arts, and through public performances, to strengthen the sense of community.”
Witney Music Festival Mission, 2022

2. Background

Witney Music Festival has held an event on the Leys Recreation Ground since 2015, the culmination of several weeks of live music held in and around Witney, the only exception being, during the Covid-19 pandemic.

Witney Town Council, as custodian of the Leys Recreation Ground has permitted the festival to take place following submission of an Event Management Plan (signed off by the Council's Health & Safety Consultants), and relevant method statements and insurance documents.

In recent years, the use of the Leys has been subsidised by the Town Council on behalf of Witney residents to the annual sum of £3,800 (2021 figure).

In 2021, the Town Council gave Witney Music Festival a grant of £2,500 in addition to help ensure the event went ahead.

3. Obligations of the Parties

The partners acknowledge that no contractual relationship is created between them by this Memorandum Agreement. The Partners agree to work together to ensure the success of the Partnership and to assign appropriate financial, administrative, and managerial resources to the Partnership to achieve that aim. The scope of the partnership shall be defined by mutual consent and will include:

- a) Working together to build a cohesive and inclusive community through music
- b) Furthering a talent pathway for the youth of Witney
- c) Showcasing Witney for tourism
- d) Supporting local businesses

4. (Partner A) Responsibilities under this MOU

Partner A shall undertake the following responsibilities:

- a) Allowing annual use of the Leys Recreation Ground (designated events side) on a date between 1st – 30th June (to be confirmed in writing)
- b) 9 months' notice can be provided by the council for the need of a fallow year.
- c) Allowing 'free use' of the Leys site only on the designated date above which will be subsidised by the Town Council at the approximate cost of £3,800 per annum
- d) Providing a financial contribution to the facilitation of the Leys event annually. (See Transfer of Funds).
- e) Providing professional guidance of the Council's Health & Safety Consultants to reach a mutually acceptable, safe Event Management Plan

- f) Promotion of the event and other WMF events during the year through Town Council media channels

5. (Partner B) Responsibilities under this MOU

Partner B shall undertake the following responsibilities

- a) Provide a damage deposit at the agreed level at the time of booking.
- b) If any damages are incurred during the event exceeding the level of the damage deposit, these costs will be reimbursed to Witney Town Council
- c) Provide a completed Event Management Plan and accompanying documents to Partner A no later than 90 days before the Festival
- d) Promote Partner A and its involvement in the Leys event on social media in the run up/during the event and through the use of banners on The Leys Recreation Ground
- e) Recognise the Council's Carbon neutrality and Climate commitments throughout the preparation and running of the event.

6. Understandings

It is mutually understood and agreed by and between the parties that:

- a) The parties agree to work together in partnership and co-operate in good faith and to fully participate to develop the project conclude formal agreement
- b) Witney Town Council is not underwriting the Witney Music Festival Event and shall not be liable for any charges and will not be liable for any outstanding debts following the event.
- c) This MOU Agreement in no way restricts the ability of either party to enter into any agreement with any other third party in relation to the proposed event.
- d) Witney Music Festival should accommodate Oxfordshire Music & Arts Trust in showcasing Witney's young musical talent during the course of the event held on The Leys Recreation Ground
- e) None of the services, financing or resources set out in clauses 4-5 shall be deemed to be a commitment until such time as budget setting is completed annually by January

7. Entire Agreement

The provisions herein contained constitute the entire agreement between the parties hereto and supersede all previous communication, representations, expectations, understandings, and agreements whether verbal or written between parties or their respective representatives with respect to the subject matter of this MOU. They shall not be modified or amended except by written agreement signed by the Partners and as agreed by the Full Council* (*Partner A only)

8. Transfer of funds

As part of the partnership agreement the council commits to help funding the WMF. The council agreed in 2023 to support the WMF with a grant of £10,000 and it is recommended this continue in the future to be confirmed by the council each year. The council reserve the right to vary the amount if financial pressures in that year dictate it is prudent to do so.

9. Termination

The parties of this MOU have the right to terminate their participation individually or jointly in this Agreement at any time, provided that advanced written notice is delivered to the other party at an appropriate time of the year.

In the event of termination, all responsibilities and understanding will be re-negotiated under regular Town Council hiring terms and conditions.

10. Confidentiality

Each party shall treat as strictly confidential all information received or obtained as a result of entering into this agreement

Each party may disclose information which would otherwise be confidential if and to the extent:

- Required by law
- The information has come into the public domain through no fault of that party
- The other party has given prior written approval to the disclosure

11. Authorisation & Execution

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This agreement shall be signed by Witney Town Council and Witney Music Festival and shall be effective as of the date written above.

Upon the signing of this MOU by both parties, this agreement shall be in full force and effect.

First Party Signature

Date

Printed Name

Second Party Signature

Date

Printed Name

DRAFT