

Community Memorandum Of Understanding (MOU)
Saline and Steelend Community Development Trust
(SSCDT) and Saline and Steelend Environmental Group
(SSEG)

Purpose

The former garden ground at 28 Main Street, Saline is being developed into an accessible community green space that allows local groups to develop a community garden. This area of land (828 m²) is owned by Fife Council and is leased to Saline and Steelend Community Development Trust (SSCDT). Within this document this area of land will be known as the Community Garden

This Memorandum of Understanding (MoU) is between SSCDT, leaseholder of the Community Garden and SSEG, main user of the community garden, and covers the use and management of the Community Garden.

The MoU is not a contractual document and does not impose any legal obligation on any party. The overall relationship described by the MoU is a voluntary arrangement. The MoU is independent of any other agreements signed by or between the organisations concerned.

The MoU is designed to cover the period of the formal lease between Fife Council and SSCDT.

The MoU will:

- Help guide the activities of the two partners in relation to the operation of the garden.
- Define the roles of both SSCDT and SSEG in the management of the Community Garden
- Provide written reassurance to individuals, grant-giving organisations and businesses who/that might support the project that their resources will be used for the benefit of the project and be available for the duration of any lease.

Management

The land remains in the ownership of Fife Council, Housing Service,

Roles and Responsibilities

1. SSCDT

Date Agreed – 13 May 2025

- 1.1. Will be leaseholders from Fife Council. The lease is for a 15-year period. There is a “break date” in the lease after 2 years. 3 months notice must be given to Fife Council to terminate the lease.
 - 1.2. Will report on the charitable activities taking place in the Community Garden to the relevant authorities.
 - 1.3. Will not deliberately cancel the lease without prior notice and discussion.
 - 1.4. All requests for additions or amendments to the operating principles or formal lease from the User Group will not be unreasonably refused.
- 1.5 Will be responsible for the relevant Tenants Monetary Obligations specified in section 5 of the Lease agreement. These are the annual Rental Payment and receiving confirmation from SSEG that the Annual Public Liability Insurance has been arranged.

2. SSEG

- 2.1. Will form a User Group which will support and coordinate activities of all interested community groups in the garden. As a minimum, one member of the User Group should also be a Trustee of SSCDT.
- 2.2. The User Group will ensure that the garden volunteers can work safely, by following correct procedures and having all relevant policies in place.
- 2.3. A set of site rules and operating principles will be agreed for the operation of the site.
- 2.4. Will ensure that all conditions of the lease relating to Use of Premises (section 6) are complied with and will notify SSCDT of any non-compliance.
- 2.5. Will reimburse SSCDT for monetary obligations set out in Lease agreement. These are currently annual rent.
- 2.6. Will share a copy of the annual Insurance documentation each year at renewal to SSCDT for their records. The insurance renewal date is currently 12 January.
- 2.7. Ensure that all necessary insurances are in place for the property, volunteers and all activities and manage day-to-day finances of the operation of the Community Garden
- 2.8. Endeavour to seek funding through grants to promote positive outcomes for the garden and to the benefit of the local community.
- 2.9. They will keep SSCDT updated by e-mail, phone or face-to-face meetings on changes, progress, and issues in a mutually agreed regular and timely manner.
- 2.10. SSEG reports to its AGM annually, normally in September/October. Part of this report covers the Garden activities, and this will be shared with SSCDT for use in their report to OSCR.
- 2.11. Will undertake maintenance and repair any damage as required under the terms of the lease.
- 2.12. They will seek agreement from SSCDT if there any suggested actions which will have impact on the conditions of the lease.
- 2.13. If the site is vacated for any reason all structures will be removed from the site, and it will be left in its original condition.

- 2.14. If there has no apparent activity on the site for a period of six months, then the site will be deemed vacant and unoccupied, or this could be realised through discussions with user groups.

Process of Amendment:

- Once agreed, the MoU may only be amended by mutual agreement, signed by the authorised signatories of all partners.
- Once approved, amendments should be attached as annexes to the original MoU.
- The MoU can be reviewed annually by both parties,
- Any changes will be mutually agreed and signed by the Parties.
- The MoU is not intended to be legally binding, nor to give rise to any liability of any kind whatsoever.

Dispute Resolution:

- Any issues or disputes between individual parties to this agreement which cannot be immediately resolved should be brought to a formal meeting.
- These meetings will include a fair representation from each of the Parties.
- If all negotiations to resolve an issue are unsuccessful then the matter will be taken to an external body such as Fife Voluntary Action or Fife Council for their view.