

Memorandum of Understanding

Parties: Oxford City Council (Landowner) (1)

St Aldates Chambers Oxford OX1 1DS

The International Brigades Memorial Trust (The Trust)(2)

37a Clerkenwell Green, London EC1R 0DU

This memorandum of understanding is intended to record the principles upon which the Landowner will permit the erection and retention of a memorial on land at the Junction of Headington Road/St Clements Street and Morrell Avenue Oxford.

- 1) The Trust recognises that the memorial is to be situated on land the status of which is public highway administered by the Highway Authority namely Oxfordshire County Council and its agents Oxford City Council so far as the surface is concerned and with the sub soil below in the Freehold ownership of the Landowner.
- 2) In consideration of the Landowners consent to the erection of the memorial on its land the Trust will pay annually one peppercorn to the Landowner on 10th June in each year.
- 3) The Trust agrees to construct the memorial which includes the memorial stone and surrounding paths and paving in a safe and proper manner in accordance with all statutory requirements and regulations and in accordance with the Planning Consent that has been obtained for the memorial.
- 4) The Trust has separately contracted with Oxford City Council Direct Services for the construction of the memorial and will bear and pay the full costs as agreed within 14 days of receipt of an invoice.
- 5) It is acknowledged that the memorial will remain the property of The Trust.
- 6) The Landowner will notwithstanding ownership remaining with The Trust add the memorial to its Asset Register and include the property within its insurance policy for its full replacement costs and public liability with The Trust repaying any insurance premiums paid by the Landowner within 14 days of demand. (Current estimated premiums approx £12 per annum based on a reinstatement cost of £35,000 and current peril rates)
- 7) The Landowner will on behalf of The Trust undertake structural inspections of the memorial annually or more frequently if necessary to ensure the safety and long term integrity and repair of the memorial with The Trust repaying such survey costs within 14 days of demand.
- 8) If any need for more specialist or additional investigations is identified the Landowner will consult and agree with The Trust the scope of activity with the costs of any such surveys the responsibility of The Trust.
- 9) If any significant repairs are required as a result of these surveys and inspections the specification and scope of works will be agreed with The Trust and The Trust will be the responsible for any costs in respect of any works and reimburse these within 14 days of demand.

- 10) The City Council will continue to undertake grass cutting and litter picking across the site in accordance with its current obligations.
- 11) In the event of any requirement for routine day to day maintenance of the memorial including cleaning and graffiti removal this be undertaken by the Council on behalf of The Trust and The Trust will bear any costs within 14 days of demand.
- 12) It is agreed that in the event of any highway improvement works requiring the alteration, re-siting or re-locating of the memorial the Landowner will formally notify The Trust who shall be given reasonable time to consider the options available and to make representations. It is expected that the cost of such alterations, re-siting or re-location will fall to the party promoting the highway improvement but for the avoidance of doubt it is agreed that any shortfall in costs will be the responsibility of The Trust.
- 13) If the landowner shall require the removal of the memorial or its alteration, re-siting or removal, the Landowner shall give reasonable notice to the Trust including the reasons for its alteration, re-siting or removal and shall enter into discussions with the Trust to consider possible options. The cost of such alterations, re-siting or removal once agreed shall fall on the Trust who will undertake the required works within a reasonable time including the reinstatement of the site to the condition prior to the erection of the memorial.
- 14) It is understood that The Trust is to set up an independent local committee The Oxfords International Brigade Memorial Committee who will liaise with the Landowner and the Council to continue to secure good management of the memorial and its surroundings for the benefit of all including the local community. And to raise funds to support further environmental enhancement in co-operation with the Landowner and the Council.
- 15) If the Landowner requires a formal deed to be entered into recording these terms then The Trust will complete documentation within 14 days of receipt of engrossed deeds. The Trust will be responsible and bear any legal costs incurred by the Landowner.
- 16) It is acknowledged that this document is not confidential and may be disclosed in the public domain.

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For and on Behalf of Oxford City Council

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For and on behalf of the International Brigade Memorial Trust

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