

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between

BRITISH WATERWAYS BOARD ('BW')

and

BRITISH WATERWAYS ADVISORY FORUM ('the Forum').

### Preliminary

1. The Forum has been established as a standing consultative and advisory body through which issues of policy and strategy concerning the management of the waterways system by BW may be brought to the attention of, and taken into account by, both BW and members of the Forum.
2. BW wishes to support the Forum by engaging in dialogue with it through the attendance of appropriate representatives of BW at its meetings and by the provision of facilities.
3. The Forum seeks the assistance of BW in
  - 3.1. facilitating its general meetings,
  - 3.2. facilitating, and paying the reasonable expenses of attendees at, its Agenda Meetings with BW , and
  - 3.3. providing or meeting the cost of a secretariat for all such meetings.

### BW Participation

4. BW confirms its desire to support and facilitate a meaningful dialogue between the Forum and BW as one of the methods by which it seeks to engender Openness and Accountability in the management of the waterways system under its stewardship.
5. To that end, BW and the Forum acknowledge that :-
  - 5.1. the objective of BW participation in meetings with the Forum is a mutual exchange of views and the promotion of understanding between BW and national organisations representative of its users;
  - 5.2. the business for the meetings between BW and the Forum shall be focussed on issues of higher level policy and strategy:
    - that are not suitable for debate in other forums with specialist or geographical focus (such as Boating Issues meetings; Corridor Issues meetings or local/regional Waterway User meetings), or
    - that have been referred up from such other forums on the grounds that they raise or involve matters of wider or general significance; and
    - are not subject to other consultation or public consideration initiated by BW ;
  - 5.3. BW shall have absolute discretion to decide what issues it wishes to bring to the meetings it has with the Forum and therefore there shall be no presumption or obligation that BW bring issues to such meetings where it considers that, in the circumstances, other methods of seeking views or imparting information are appropriate;
  - 5.4. BW nevertheless intends to engage with the Forum in good faith and shall not seek to limit or avoid the issues that members of the Forum bring to the meetings between the Forum and BW, provided that they come within the scope of paragraph 5.2 above.

**BW Representation**

6. BW will, so far as reasonably practicable, arrange that the Chairman and Chief Executive of BW are available to attend two General Meetings of the Forum and two Agenda Meetings in each year. If either is not available, alternate attendees of appropriate seniority shall be made available.
7. In addition to that attendance, BW shall arrange, so far as reasonably practicable, that the Chairman of BW is accompanied by such other non-executive members of the Board and senior management of BW as he considers appropriate in all the circumstances.

**Provision for meetings**

8. BW agrees to make available at its offices appropriate and sufficient facilities for the General Meetings of the Forum and for Agenda Meetings with BW.
9. Paragraph 6 shall apply to two General Meetings of the Forum and to two Agenda Meetings with BW in any year and to such additional General Meetings or additional Agenda Meetings that the Chairman of BW agrees with the Chairman of the Forum are desirable in the light of particular needs or circumstances.
10. BW may arrange, at its cost, for the facilities it agrees to provide under the above paragraphs to be provided at locations other than its offices that are reasonably convenient to the proposed attendees.

**Attendance expenses**

11. BW agrees to pay the reasonable expenses of the Chairman and Vice-Chairman of the Forum incurred in attending General Meetings, Agenda Meetings and other meetings held at the request of BW.
12. BW agrees to pay the reasonable expenses of a representative of any member of the Forum incurred in attending an Agenda Meeting with BW
13. Any travelling expenses incurred under the preceding paragraphs (including the use of a private car) shall (subject as below) be reimbursed at the same rate and to the same standards as if they were expenses incurred by an employee of BW travelling on BW business.
14. BW shall pay the cost of overnight accommodation incurred only if it was not reasonably practicable for the person in question to travel from and return to his or her home on the same day as the meeting (and disregarding any unrelated need for that person not to be at home on the morning of the meeting or not to return home in the evening after the meeting).
15. BW shall not reimburse, or pay any compensation for, any loss of earnings incurred as a consequence of attending any meetings.

**Provision of Secretariat**

16. BW shall either provide in kind or pay the expenses of a secretariat of the Forum.
17. BW shall consult with and seek to meet the reasonable wishes of the Chairman of the Forum in arranging the nature and extent of secretariat services so provided and shall in any event ensure that they are sufficient for the proper administration of the General Meetings of the Forum and Agenda Meetings with BW.

**Amendment and Review**

18. The arrangements provided for by this Memorandum of Understanding may be reviewed by either the Chairman of BW or the Chairman of the Forum giving notice in writing to the other requesting such a review. If the parties fail to agree either to continue the same arrangements, or an amendment to these arrangements, within 12 weeks of the giving of such notice then the provisions of this document shall lapse.

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Chairman, British Waterways Board

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Chairman, British Waterways Advisory Forum

Dated: 2005