

**PROPOSED GODLEY GREEN GARDEN VILLAGE**  
**DRAFT MEMORANDUM OF UNDERSTANDING**

**Between**

**The Owners of Potential Development Land**

dated

2017

**1 BACKGROUND**

- 1.1 The landowners listed in the Schedule have agreed to work together to explore options to collaborate in maximising the development value of their land interests at Godley Green, Tameside (the “**Project**”).
- 1.2 The draft Greater Manchester Spatial Framework issued on 31 October 2016 (the “**GMSF**”) identifies the site as the potential location of a new Garden Village, with 2,350 new homes and supporting infrastructure and facilities.
- 1.3 This Memorandum of Understanding (“**MoU**”) is intended to record the basis on which the landowners will collaborate with each other on the Project.

**2 KEY OBJECTIVES FOR THE PROJECT**

- 2.1 The parties shall undertake the Project to achieve the key objective of maximising the development value of their land interests by facilitating the delivery of the proposed Garden Village scheme on the site.
- 2.2 This will include:
  - 2.2.1 seeking to agree the most appropriate structure for recording the arrangements for promoting the site, obtaining planning consent (taking account of all relevant planning policies and the requirements set out in the **GMSF**), delivering infrastructure required to unlock the development and dividing the proceeds from the sale of the site;
  - 2.2.2 looking to jointly appoint a land promoter or developer and other professional advisors to advise on and take forward the development scheme; and
  - 2.2.3 agreeing a structure for governance and co-ordination of the Project, which may include a communications protocol, reporting mechanisms and roles and responsibilities to ensure all parties are given the opportunity to participate in the successful delivery of the key objective of the Project.

**3 PRINCIPLES OF COLLABORATION**

- 3.1 The parties agree to adopt the following principles when carrying out the Project (the “**Principles**”):

- 3.1.1 **Collaborate and co-operate.** Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- 3.1.2 **Be accountable.** Take on, manage and account to each other for performance of the respective roles and responsibilities on the Project;
- 3.1.3 **Be open.** Communicate openly about major concerns, issues or opportunities relating to the Project;
- 3.1.4 **Learn, develop and seek to achieve full potential.** Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 3.1.5 **Adopt a positive outlook.** Behave in a positive, proactive manner;
- 3.1.6 **Adhere to statutory requirements and best practice;**
- 3.1.7 **Act in a timely manner;**
- 3.1.8 **Manage stakeholders effectively;**
- 3.1.9 **Deploy appropriate resources.** Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- 3.1.10 **Act in good faith** to support achievement of the Key Objectives and compliance with these Principles.

#### **4 STATUS**

- 4.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
- 4.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.
- 4.3 Tameside MBC enters into this MoU in its capacity as an owner of land within the site and without prejudice to its statutory powers and duties as a Local Planning Authority under Parts II and III of the Town and Country Planning Act 1990.

#### **5 GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

This MoU has been entered on the date stated at the beginning of it

**SCHEDULE**

Signed by ..... (full name of individual/s),  
who has/have a beneficial interest in land in the Project, or by their authorised representative.

Signature:.....

Name (IN BLOCK CAPITALS):.....

Address:.....

Date:.....