



## **Memorandum of Understanding**

**between**

**Crown Estate Scotland, a body corporate constituted in terms of the Crown Estate Scotland Order 2017, on behalf of Her Majesty the Queen, and having its principal office at Quatermile Two, 2nd Floor, 2 Lister Square, Edinburgh, EH3 9GL**

**and**

**Portgordon Community Harbour Group Limited, a company limited by Guarantee and a Charity registered with the Office of the Scottish Charity Regulator, number SC040805 and registered at The Lampie Hoose 1 Gordon Square, Portgordon, Buckie, Banffshire, AB56 5RG**

**(hereinafter referred to as 'the Parties').**

**Term:**

**This Memorandum of Understanding will be reviewed periodically at either party's request and will expire three years after its date of signing unless extended by mutual agreement between the Parties.**

## **1- Shared vision and purpose**

1.1 The Parties share the aspiration to achieve the transfer of ownership of Portgordon Harbour and the associated 'harbour estate' in order to support the regeneration and development aspirations of the Portgordon community.

1.2 This Memorandum of Understanding ('MoU') provides the basis for the Parties to work together to achieve our shared vision.

1.3 The MoU provides a clear purpose and shared commitment of the Parties to complete the transfer of ownership of the Portgordon Harbour estate by the end of 2023.

## **2- Joint Working in practice**

2.1 The Parties will work together to facilitate communication and greater understanding of their respective interests in and obligations relating to the management, and subsequent ownership of the Portgordon Harbour estate.

2.2 A key mechanism for achieving joint working through a Harbour Management Advisory Group, set up and supported by both Parties and others where their involvement is appropriate, that will be initiated once Terms of Reference have been agreed.

## **3- Collective commitments, obligations and milestones**

3.1 PCHG are committed to a transfer of ownership of Portgordon harbour on the basis of an agreed support package.

3.2 Crown Estate Scotland and PCHG jointly commit to developing and supporting an ownership transfer package for the harbour estate covering the following paired milestones:

|                                                                                                                                                                                                             |                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CES offer to purchase 'Richmond Arms' <sup>1</sup> and complete, subject to due diligence, and provide three year 'repair and maintain' lease to PCHG based on exchange of services or suitable equivalent. | PCHG commit to delivering improvements to Richmond Arms during its lease period, seeking third party funding and appropriate consents where required.                                                    |
| CES agree the inclusion of any other land parcels around the village (see Annex for map).                                                                                                                   | PCHG agree indicative allocation of funding package and to focus local business plans and feasibility work, including current Beatrice Windfarm funding, on delivering ownership transfer outcome.       |
| CES initiate and provide representation on Harbour Management Advisory Group to seek and receive local input to ongoing management.                                                                         | PCHG actively seek funding to complement CES contributions to harbour repairs and PCHG agree H&S measures, identifying the most cost-effective approach including management of how the harbour is used. |
| CES deliver targeted H&S maintenance works on the harbour structure that are agreed through the Harbour Management Advisory Group procured appropriately within the overall funding package.                | PCHG agree Heads of Terms on the ownership transfer package.                                                                                                                                             |

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<sup>1</sup> 19-21 West High Street, Portgordon

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| CES provide development officer joint funding with HIE for a period of [18 months] within the overall funding package and timescales.                                                                                                                | PCHG achieve Development Trust status. |
| By end of 2023, complete ownership transfer of the Portgordon harbour estate including the harbour, 'Richmond Arms' and agreed land parcels around the village to Portgordon Community Development Trust or another body agreed between the Parties. |                                        |

These milestones are to be achieved within an overall funding package of approximately £400,000.

#### **4- Communications**

4.1 The Parties agree to seek and obtain the other's agreement before issuing any public statements relating to the nature of or matters arising directly from this MoU.

4.2 In general, communications between the Parties will be delivered through the Harbour Management Advisory Group, but where necessary issues or decisions may be escalated to chair/ chief-executive level by formal request.

#### **5- Law**

5.1 The Parties agree that this MoU is a summary of the terms of the working relationship between the Parties, and as such, the terms hereof are not, and are not intended to be, legally binding or to create any legal rights or obligations.

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For and on behalf of

Portgordon Community Harbour Group Ltd

\_\_\_\_\_  
For and on behalf of

Crown Estate Scotland

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of signing

\_\_\_\_\_  
Date of Signing

## ANNEX: Map of Scottish Crown Estate land in an around Portgordon

