

Report to **South Downs National Park Authority**
Date **9 December 2025**
By **Chief Executive Officer**
Title of Report **Amended South Downs Trust Memorandum of Understanding to support the Trust in setting up a trading company**

Decision

Recommendation: The Authority is recommended to appoint:

- 1. Approve the amended Memorandum of Understanding set out at Appendix I; and,**
 - 2. Delegate Authority to the Chief Executive Officer, in consultation with the Chair of the Authority, to make and approve any future minor changes to the Memorandum of Understanding, noting that any major changes would be reported to the Authority for approval.**
-

1. Introduction

- 1.1 This paper seeks approval from the National Park Authority (the Authority) for amendments to the Memorandum of Understanding (MoU) between the SDNPA and the South Downs National Park Trust (the Trust) to support the Trust in setting up a trading company. The amendments introduce a new Clause 12 and a new Schedule 3 to support the Trust's establishment and operation of a trading company ("TradeCo").
- 1.2 The Trust is the Authority's charity partner and through the MoU we agree to share and exchange resources in pursuit of our shared delivery of the Partnership Management Plan (PMP).
- 1.3 The proposed amendments are needed to support the Trust to setting up TradeCo to initially provide ecological consultancy services. Future services TradeCo may also look to provide include ecological planning and advice, support for Biodiversity Net Gain (BNG) schemes, monitoring, and habitat creation services. The proposed amendments clarify the arrangements for staff secondments, cost recovery, use of profits, and reporting.

2. Background

- 2.1 In June 2016, the Authority agreed in principle to the setting up of a charitable entity for the South Downs National Park (SDNP). This approval was subject to the provision of a business case, articles of association, and governance arrangements, including the appointment of Trustees
- 2.2 In March 2017, the Authority formally approved the formation of the Trust and entered into an MoU and a Grant Agreement with the Trust. The MoU has since been updated at least every three years, with the latest revision completed in March 2025. The changes agreed in March 2025 enabled the Trust to fundraise to cover core costs and reduce its future dependency on the Authority.

3. Issues for consideration

- 3.1 The MoU sets out the collaborative framework through which Authority and the Trust work together, including Authority secondments and shared strategic priorities. The current MoU does not include any provisions to support the Trust in setting up a trading company.
- 3.2 The Trust has developed a Business Case for a new Ecology Consultancy Service, responding to strong regional demand for ecological expertise and BNG implementation. The consultancy would aim to generate reinvestable income that can support landscape recovery and PMP-aligned projects.
- 3.3 To operate commercially and in accordance with charity and company law, the Trust would need to establish a wholly owned trading subsidiary. The proposed amendments to the MoU provide clarity on how the Authority and the Trust will collaborate around secondments and recovery of costs.

Proposed Amendments to the MoU

- 3.4 The amendments to the MoU are marked in red at **Appendix I**. The substantive changes include:
- 3.5 A new Clause 12 - Additional Provisions Relating to TradeCo is inserted, covering:
 - The Trust’s establishment of TradeCo
 - Secondment arrangements and employment status
 - Support and cost recovery
 - Gift Aid arrangements
 - Reporting and oversight
- 3.6 A new Schedule 3 - TradeCo Arrangements sets out the detailed operational provisions.
- 3.7 A cross-reference in Schedule 1 to Schedule 3 ensuring consistency across the document.

Providing Flexible Income to deliver the PMP

- 3.8 To date, income generation for the SDNP has focused on fundraising (either from Statutory Sources or via the Trust), this has meant that the funding is often restricted. A key benefit of income through a trading company is that, unlike statutory or philanthropic funds, it is often unrestricted. Surpluses generated through TradeCo and then gifted to the Trust may be allocated by the Trust in line with its charitable object, which includes support for PMP aligned projects and for the Authority. This provides flexibility to support priority work that cannot easily be funded through public or other charitable sources.
- 3.9 The amendments to the MoU will support the Trust to operate a trading company delivering commercial activity aligned to its charitable objectives that can generate flexible and sustainable income while also strengthening ecological capability and capacity across the SDNP.

Why a Trading Company Within the Trust?

- 3.10 When appraising various options to set up a trading company the Authority powers to trade were considered. These are set out in sections 65, 65A and 65B of the Environment Act 1995 which provides that when undertaking things for a commercial purpose the Authority must do those things through an appropriate commercial vehicle. Whilst it is currently proposed, through the English Devolution and Community Empowerment Bill, that National Park Authorities be given a general power of competence.
- 3.11 The Trust, as an independent charity, has powers to establish and invest in subsidiaries to deliver non-primary-purpose trading, provided this supports its charitable objectives. Establishing a trading company is the usual mechanism used by charities to undertake commercial activity while protecting charitable assets.
- 3.12 A Trust owned company has multiple advantages over an Authority owned company or a company jointly owned by the Authority and the Trust. These include:

- Ensuring compliance with both charity and public-sector trading restrictions.
- Avoiding conflict with the Authority's powers around commercial activity.
- Reducing procurement requirements on the company ensuring it can operate effectively and flexibly and be competitive within the market.
- It places trading activity within a body specifically designed to generate reinvestable surpluses for charitable and PMP-aligned outcomes.

Other considerations

- 3.13 Legal and governance - The amendments provide clarity on secondee status, TUPE protections, cost recovery and Gift Aid. They support compliance whilst ensuring the Authority is not exerting control over the Trust or its trading company.
- 3.14 Organisational considerations - The arrangements enable the Authority to collaborate closely with the Trust to deliver our shared intention of supporting the Trust to establish a trading subsidiary.
- 3.15 Resource Implications – Given this is an innovative area the MoU does not specify the exact secondees at this stage. Any services provided by the Authority to support TradeCo will be agreed with the Chief Executive and recovered on a full cost recovery basis, as set out in the MoU. This allows the Chief Executive to consider the return on investment of any activities for the benefit of either the Authority or the wider National Park. Whilst this would reduce operational capacity at the Authority in the short-term, the Chief Executive will carefully consider resources available to ensure the Authority continues to be able to maximise its ability to take advantage of new and innovative opportunities.

4. Options and cost implications

- 4.1 Increasing unrestricted fundraising has been a long-term objective of the Trust. Efforts have been made to diversify income through legacy promotion, lottery giving and promoting unrestricted gifts. Beyond this, the Trust has been considering commercial income and an investment in individual giving. Individual giving is viewed as having excessive lead in times and therefore, at the Trust's last strategic discussion, it decided to pursue commercial ventures.
- 4.2 A business case has been in development for some time, supported by a Start and Finish Working Group of Trustees (including both independent and SDNPA-appointed members). With demand for these services and new further market opportunities now emerging, there is a clear incentive to accelerate delivery so that the Trust is well-positioned to meet demand. A range of options were considered, as set out in paragraphs 3.9-3.11 of this report. A wholly Trust-owned trading company was identified as the most appropriate and effective vehicle to achieve the objective.
- 4.3 The Authority will recover the full cost of any secondments to TradeCo through the annual Statement of Costs as set out in schedule 3 of the MoU. As any initial working balances required by TradeCo are proposed to be met through an appropriate loan, no additional funding is required from the Authority to support the setting up of TradeCo and resources will be balanced as set out in paragraph 3.15.

5. Next steps

- 5.1 The Chief Executive, along with the Chair of the Trust, will finalise and sign the amended MoU.
- 5.2 The Trust, subject to approval by the Board of Trustees, will proceed with incorporation of TradeCo to initially provide ecological consultancy services.
- 5.3 Cost recovery and reporting mechanisms will be implemented as set out in schedule 3 of the MoU.

Implication	Yes*/No
Will further decisions be required by another committee/full authority?	No.
Does the proposal raise any Resource implications?	Yes. Resource implications are set out in paragraphs 3.15 and 4.3.
How does the proposal represent Value for Money?	The aim of the trading company is to generate additional income for the Trust to reinvest into PMP-aligned outcomes.
Which PMP Outcomes/ Corporate plan objectives does this deliver against	PMP Outcomes: 1.1, 2.1, 2.3, 3.1, 5.1 (nature recovery, high-quality landscapes, climate resilience, partnership delivery). Corporate Plan Objectives: Enhancing the natural environment; developing new income streams; strengthening evidence, monitoring and nature finance capability.
Links to other projects or partner organisations	South Downs National Park Trust
How does this decision contribute to the Authority's climate change objectives	TradeCo will contribute directly to climate mitigation and adaptation by supporting habitat restoration, improved ecological monitoring, and delivery of Biodiversity Net Gain, all of which enhance carbon sequestration, landscape resilience and ecosystem function.
Are there any Social Value implications arising from the proposal?	No. However, the consultancy's activity is expected to generate local economic and community benefits through training, landowner engagement and high-quality environmental outcomes.
Have you taken regard of the South Downs National Park Authority's equality duty as contained within the Equality Act 2010?	Yes. No adverse impacts on individuals with protected characteristics have been identified.
Are there any Human Rights implications arising from the proposal?	None.
Are there any Crime & Disorder implications arising from the proposal?	None.
Are there any Health & Safety implications arising from the proposal?	No direct implications arise from approving the MoU variation. Operational Health & Safety matters relating to the company will be managed by TradeCo.
Are there any Data Protection implications?	The proposal does not change how SDNPA collects or processes personal data. The Trust and SDNPA have a shared Privacy statement which covers its shared processing of data. Given the secondment of staff to TradeCo, an appropriate data sharing agreement will be put in place.

6. Risks Associated with the Proposed Decision

Risk	Mitigated Probability	Mitigated Impact	Mitigations
Perceived or actual conflict of interest between SDNPA, the Trust and the trading subsidiary	Low	Low	Trading activity situated within the Trust provides separation; clear MoU provisions on roles and responsibilities; only engage with developers after SDNPA’s statutory position is formally set; conflicts of interest risk assessed and protocol in place.
Reputational risk arising from commercial consultancy activity	Low–Medium	Low	Clear communications plan developed with SDNPA Comms; reactive lines prepared; robust triage process for external enquiries; transparent reporting through the MoU.
Resource risk from seconding SDNPA staff to support trading company	Low	Low	Full cost recovery of secondments to support TradeCo ensures SDNPA remains cost neutral; workload planning agreed jointly between managers to protect statutory functions; balance of resources as set out in paragraph 3.15.
Financial risk that the trading company underperforms resulting in inability to cover the costs of the seconded staff	Low–Medium	Low–Medium	Business case includes sensitivity analysis; phased growth plan; market research; Trust oversight of financial performance; ability to scale activity up/down.

SIÓN MCGEEVER

Chief Executive Officer

South Downs National Park Authority

Contact Officer: James Winkworth
 Tel: Director of Growth and Organisational Development
 Email: james.winkworth@southdowns.gov.uk
 Appendices: I. Amended Memorandum of Understanding
 SDNPA Consultees: Chief Executive; Director of Landscape and Strategy; Director of Planning; Chief Finance Officer; Monitoring Officer; Legal Services
 External Consultees: South Downs National Park Trust
 Background Documents: [NPA Report 27 March 2025 – Updated MoU](#)

Dated:

SOUTH DOWNS NATIONAL PARK AUTHORITY

and

SOUTH DOWNS NATIONAL PARK TRUST

Memorandum of Understanding

CONTENTS

Clause		Page
1	BACKGROUND	2
2	KEY OBJECTIVES FOR THE PROJECT	2
3	STATUS	2
4	PRINCIPLES OF COLLABORATION	2
5	ROLES AND RESPONSIBILITIES	3
6	ESCALATION	3
7	INTELLECTUAL PROPERTY	4
8	TERM AND TERMINATION	4
9	VARIATION	4
10	CHARGES AND LIABILITIES	4
11	GOVERNING LAW AND JURISDICTION	4
12	ADDITIONAL PROVISIONS RELATING TO THE TRADING SUBSIDIARY.....	4
 SCHEDULES		
1	THE PROJECT	7
2	ROLES AND RESPONSIBILITIES	8
3	TRADECO ARRANGEMENTS.....	11
4	CONTACTS.....	12

THIS AGREEMENT is made on

2025

BETWEEN:

- (1) South Downs National Park Authority of South Downs Centre, North Street, Midhurst, West Sussex GU29 9DH ("**SDNPA**"); and
- (2) South Downs National Park Trust of South Downs Centre, North Street, Midhurst, West Sussex GU29 9DH ("**the Trust**")

each "a party" and together "the parties".

1. BACKGROUND

- 1.1 On 11 November 2023, the SDNPA and the Trust signed a memorandum of understanding ("**the Original MOU**") which documented their legally non-binding agreement to work together on the project detailed in Schedule 1 ("**the Project**").
- 1.2 The Original MOU provided for the secondment of two employees of the SDNPA to the Trust. The Trust may now be able to cover all or part of the salary expenses of the two Secondees to the Trust under the Original MOU in accordance with the terms of this Agreement.
- 1.3 The parties now wish to vary and extend the arrangements envisaged by the Original MOU, by the execution of this new memorandum of understanding ("**the New MOU**") which shall replace and supersede the Original MOU.
- 1.4 The parties wish to record the basis on which they will collaborate with each other on the Project under the new arrangements. This New Memorandum of Understanding sets out:
 - 1.4.1 the key objectives of the Project;
 - 1.4.2 the principles of collaboration; and
 - 1.4.3 the respective roles and responsibilities the parties will have during the Project.

2. KEY OBJECTIVES FOR THE PROJECT

The parties shall continue to undertake the Project, which commenced in March 2023, from the date of this **MOU** ("**the Commencement Date**") up to and including the third anniversary of the Commencement Date in order to achieve the key objective set out in Schedule 1 to this MoU ("**Key Objective**").

3. STATUS

- 3.1 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.
- 3.2 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. PRINCIPLES OF COLLABORATION

- 4.1 The parties agree to adopt the following principles when carrying out the Project ("**Principles**"):
 - 4.1.1 collaborate and co-operate;

- 4.1.2 be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- 4.1.3 be open. Communicate openly about concerns, issues or opportunities relating to the Project;
- 4.1.4 learn, develop and seek to achieve full potential. Share information, experience, materials and skills, as appropriate, to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 4.1.5 adopt a positive outlook. Behave in a positive, proactive manner;
- 4.1.6 adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation employment, safeguarding and health and safety legislation, fundraising and financial legislation and regulations (if applicable);
- 4.1.7 act in a timely manner;
- 4.1.8 manage stakeholders effectively;
- 4.1.9 deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- 4.1.10 act in good faith to support achievement of the Key Objective and compliance with these Principles.

4.2 **Meetings**

- 4.2.1 The Trust (represented by the Chair, Director and/or another trustee) and the Chair and CEO of the SDNPA will meet at least once a year. In addition, both the Trust and SDNPA shall present an update on progress to each other.

5. **ROLES AND RESPONSIBILITIES**

- 5.1 The parties, to the extent that each determines that it is in their best interests to do so, shall undertake the roles and responsibilities set out in Schedule 2.
- 5.2 For the avoidance of doubt, either party may cease to undertake any of the roles and/or responsibilities set out in Schedule 2 if it determines that it is in its best interests.
- 5.3 The parties agree that they do not intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time, shall apply to these arrangements and each party shall do all things necessary to mitigate the risk that a Seconded claims that his or her contract of employment has transferred to the Trust.

6. **ESCALATION**

- 6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the CEO of the SDNPA in consultation with the Chair of the SDNPA and the Chair of the Trust, who shall decide on the appropriate course of action to take.
- 6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the CEO of the SDNPA in consultation with the Chair of the SDNPA and the Chair of Trustees. No action shall be taken in response to any such inquiry,

complaint, claim or action, without the prior approval of the CEO of the SDNPA in consultation with the Chair of the SDNPA, and the Chair of the Trust.

7. INTELLECTUAL PROPERTY

7.1 The parties intend that notwithstanding any secondment, any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in Schedule 3 below for the part of the Project to which the intellectual property right relates).

7.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party may grant a licence to the other party to use that intellectual property for the purposes of the Project.

8. TERM AND TERMINATION

8.1 This MoU shall commence on the Commencement Date and shall expire on the third anniversary of the Commencement Date.

8.2 Either party may terminate this MoU by giving at least six months' notice in writing to the other party (such notice to be given on the anniversary of the Commencement Date only).

9. VARIATION

This MoU, including the Schedules, may only be varied by written agreement of both parties.

10. CHARGES AND LIABILITIES

10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

10.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

11. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

12. ADDITIONAL PROVISIONS RELATED TO THE TRADING SUBSIDIARY

12.1 The parties acknowledge their shared intention to establish and support a trading subsidiary ("TradeCo"), wholly owned by the Trust, for the purpose of generating income in support of the South Downs National Park.

12.2 The Parties agree the high-level principles relating to secondments and staffing arrangements in connection with TradeCo as set out in **Schedule 3 (TradeCo Arrangements)**.

12.3 The arrangements relating to support provided by the SDNPA to TradeCo and the recovery of associated costs shall be as set out in **Schedule 3**.

12.4 The approach to the application of profits generated by TradeCo, including the use of corporate Gift Aid, is set out in **Schedule 3**.

12.5 The Parties shall operate reporting and oversight mechanisms in relation to TradeCo in accordance with **Schedule 3**, to ensure compliance with charity law, tax rules and best practice.

Signed for and on behalf of South Downs National Park Authority	
Signature:	
Name:	Siôn McGeever
Position:	Chief Executive
Date:	
Signed for and on behalf of South Downs National Park Trust	
Signature:	
Name:	Dean Orgill
Position:	Chair of Trustees
Date:	

SCHEDULE 0

THE PROJECT

Key Objective

Over the course of this MoU the parties agree to work together to raise funds for the benefit of the South Downs National Park and to support the development and delivery of the South Downs National Park's Partnership Management Plan to the extent that it furthers the Trust's charitable objects.

Provisions

In accordance with this MoU:

The SDNPA agrees to: provide a grant, in the form of resource, until the 3rd anniversary of the Commencement Date. The resource will not be fixed and can be varied by agreement of both parties. However, initially the SDNPA commits to provide the following:

- Continuation of the secondment of 0.6 of the SDNPA's **Director of Growth and Organisational Development**, to act as the **Head of the Charity**.
- Continuation of the secondment of 0.8 of the SDNPA's Fundraising Development Manager.
- **These provisions should be read alongside the secondment and cost-recovery arrangements set out in Schedule 3 (TradeCo Arrangements) and .**
- Use of the South Downs National Park shared identity logo, as set out in the licence agreement.
- Other resource (inclusive of accommodation, support and facility needs) as necessary to achieve the roles and responsibilities identified in this **MOU** and which the SDNPA is happy to provide.
- Adopt the Trust as its official charity.

The South Downs National Park Trust agrees to:

- Use the resource provided by the SDNPA to fundraise for work and projects that support the South Downs National Park's Partnership Management Plan, where this meets with the **Trust's** charitable objectives.
- Ensure best practice, through its governance, operation and fundraising in order not to bring the **SDNPA** into disrepute (for example through a thorough ethical fundraising policy and related procedures).

SCHEDULE 0
ROLES AND RESPONSIBILITIES

	SDNPA	The Trust
1. Partnership Management Plan and Long Term Vision for the National Park	Will include a nominated individual from the Trust amongst other organisations, to carry out the consultation, drafting and approving of the Partnership Management Plan.	Input into the drafting of the Partnership Management Plan and assist in its delivery.
2. Trust's Strategic Plan and Policies	<p>Provide the Trust with assistance by providing any expertise for the formation of the Trust's strategic plan, as agreed by the SDNPA and the Trust.</p> <p>Annual review of the Trust's progress towards the achievement of the Partnership Management Plan at the Trust's AGM.</p>	<p>Determining the overall strategic direction of the Trust.</p> <p>Including sub-strategies which expedite the implementation of the Strategic Plan.</p> <p>Annual review of progress towards the Trust's Strategic Plan, at the SDNPA's AGM.</p>
3. Fundraising	Support of Trust fundraising activity through communications and marketing activity and other means as agreed between the SDNPA and the Trust.	<p>Determining and driving forward fundraising strategy, plan and activity.</p> <p>Ensure all activities are carried out in line with guidance from the Charity Commission and the Fundraising Regulator.</p>
4. Annual Report & Accounts	Provide assistance as required with the drawing up of the Trust's Annual Report & Accounts.	Production of Annual Report and Accounts, and of the financial policies used therein, in conjunction with the Treasurer, Director and relevant staff (inc. the appointment of auditors) of the Trust.
5. Cash, Funds and Assets	Provide assistance with preparation of financial policy proposals for the Trust (if requested to do so by the Trust) and arrangement of insurance cover.	<p>Ensuring that the Trust remains solvent and ensuring the safe and secure management of all assets.</p> <p>Setting the financial investment, reserves and other policies and procedures and</p>

		monitoring performance against them.
6. Risk Management	Provide assistance with preparation of risk assessment and management policy and procedures for the Trust (if requested to do so by the Trust).	<p>Regular review and implementation of the Trust's Risk Register.</p> <p>Annual discussion of necessary changes to the Trust Risk Register to ensure continued robustness of the Trust's strategy.</p> <p>Maintenance of appropriate systems of internal control and risk management, and provision of regular reports to Trustees.</p> <p>Ensuring that Trustees are advised of any material changes to perceived risks, in line with Charity Commission guidance.</p>
7. Secondments	<p>1. Continuation of the secondment of 0.6 of the SDNPA's Director of Growth and Organisational Development, to act as the Head of the Charity.</p> <p>2. Continuation of the secondment of 0.8 of the SDNPA's Fundraising Development Manager</p> <p>(each of these members of the SDNPA's staff being a "Secondee" and together "the Secondees".</p> <p>Reimbursement</p> <p>3. Preparation no earlier than thirty days prior to the anniversary of the Commencement Date or such other date as may be agreed by the parties of a "Statement of Costs" in relation to the Secondees, including without limitation</p>	<p>Cost Reimbursement</p> <p>1. Prompt review, in consultation with the SDNPA, of the Statement of Costs submitted by the SDNPA.</p> <p>2. Confirm the Trust's financial and contractual / legal ability, pursuant to the terms of the relevant donation and/or grant agreement, to reimburse the wages/salary costs identified in the Statement of Costs.</p> <p>3. Agree the value of cost reimbursement, if any, that the Trust is able to make provided that in the event of dispute, the Trust's decision shall be binding.</p> <p>4. Make payment to the SDNPA of any sums to be reimbursed within 30 days of the date of agreement or</p>

	a breakdown of the cost of wages, salary, employer national insurance, other employment benefits	determination of the sum to be paid.
4. HR Issues	Line management of the Head of Charity plus the setting of the Director's terms and conditions.	Inputs into the current Head of Charity's objectives, performance reviews (annual and otherwise) and the recruitment of any future replacement.
5. Health & Safety plus Safeguarding	Provide assistance to the Trust on Health & Safety matters.	Ensure that any activities entered into by the Trust have appropriate Health and Safety and Safeguarding measures (i.e. Children and Vulnerable Adults) in line with relevant legislation and best practice.
6. Communication Issues	May refer issues to the Trust to be considered by the trustees. Provide PR and other Communication support.	Production of the Trust's Communication Strategy Signing off all press releases in the Trust's name and other statements related to the Trust where the statement is on a matter of public, political or reputational significance.
7. Grant Giving Matters, plus Other Charitable Activity	Provide grant specific expertise and advice through the provision of Grants Giving expertise and strategic expertise through relevant leads at the National Park (i.e. Biodiversity Officer)	Determining Trust grants and grant giving policies, in line with its charitable objects. Approval of all grants to external bodies.
8. Data	Responsible for IT security and data management where systems are shared with the Trust subject to a formal agreement with the Trust.	Oversight of data systems and management processes. Responsible for the management of all data owned by the Trust.

SCHEDULE 3

TRADECO ARRANGEMENTS

1. Secondment of Staff

- 1.1 The SDNPA may second staff to the Trust and the Trust may require those secondees to assist in the creation and operation of TradeCo.
- 1.2 All secondees shall remain employees of the SDNPA, with line management arrangements agreed between the Parties.
- 1.3 Nothing in these arrangements shall give rise to a transfer of employment under the Transfer of Undertakings (Protection of Employment) Regulations 2006 whether to the Trust or to TradeCo.

2. Support and Cost Recovery

- 2.1 Where SDNPA staff or resources are used by the Trust to provide support to TradeCo, the Trust shall provide the SDNPA with details of the use of those staff and resources for the benefit of TradeCo and the SDNPA shall prepare an annual Statement of Costs, setting out the full costs of salaries, employer contributions and associated overheads.
- 2.2 TradeCo, via the Trust, shall reimburse the SDNPA for such costs on a full cost recovery basis, plus VAT where applicable, within 30 days of agreement of the Statement of Costs.
- 2.3 The parties may agree alternative funding arrangements in respect of TradeCo (including loans, grants, or deferred repayment) by written agreement.

3. Profits and Gift Aid

- 3.1 TradeCo shall donate its distributable profits to the Trust under corporate Gift Aid, subject to company law and Charity Commission guidance.
- 3.2 The Trust, with the Directors of TradeCo, shall annually review the allocation methodology to ensure alignment with the Trust's charitable objects, the PMP objectives, and the desirability of supporting the SDNPA to deliver its statutory purposes.

4. Reporting and Oversight

- 4.1 The Trust shall provide the SDNPA with an annual report covering:
 - 4.1.1 secondment arrangements in place;
 - 4.1.2 costs recovered by the SDNPA; and
 - 4.1.3 gift-aided profits received from TradeCo and their application.
- 5. The Parties shall meet at least annually to review these matters and ensure ongoing compliance with charity law, tax guidance, and best practice.

SCHEDULE 4

CONTACTS

CONTACT POINTS	
SDNPA	
Name:	Sion McGeever
Office address:	South Downs National Park Authority, South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH
Tel No:	01730 819305
E-mail Address:	Sion.mcgeever@southdowns.gov.uk
The Trust	
Name:	Dean Orgill
Office Address:	South Downs National Park Trust, South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH
Tel No:	01273 223224
E-mail Address:	dorgill@mayowynnebaxter.co.uk