

Memorandum of Understanding (MOU) between Tendring District Council & Essex County Council (ECC)

This MOU sets out an agreement between:

1. Tendring District Council (on behalf of the Dig4 Jaywick Community Garden Group), Clacton Town Hall, Station Road, Clacton on Sea CO15 1SE
2. Essex County Council, County Hall, Chelmsford CM1 1QH

(‘the partners’)

The partners have agreed that they will enter into a collaborative working agreement as outlined below.

To participate in a trial from 1st July 2025 to 31 August 2025 to collect reusable items brought to Clacton Recycling Centre by members of the general public.

Items set aside for reuse will include:

- Garden hand tools: Shovels, spades, forks, trowels
- Petrol mower
- Fencing / trellis,
- Gazebo / marquee,
- Stone plant pots: 6 inches upwards,
- Picnic bench,
- Cordless drill
- Wheelbarrows,
- Garden tubs with handles
- Pallets, Timber or Wooden boards,
- Tarpaulins,
- Netting,
- Nails/Screws

Items set aside for reuse will not include:

- any other items including electrical items and safety critical items, e.g. children's car seats, crash helmets

Upon agreement with ECC, other items might be added to the list.

The address of Clacton Recycling Centre is: Rush Green Rd, Clacton-on-Sea CO16 7BL.

For more information about the recycling centre, including opening times, visit: [Clacton Recycling Centre](#). The information gathered during the trial period shall be used to assess the effectiveness of the trial and to understand how a future reuse service could operate.

ECC cannot guarantee quality or quantity of reuse items (supply of reuse items relies on residents bringing items to the recycling centre).

Dig4 Jaywick

A community garden project, run by Tendring District Council, in partnership with the Dig4 Jaywick Community Garden Group, and situated in the Brooklands area of Jaywick Sands. There is a referral system, enabling partner organisations to take advantage of the facilities and garden space for the benefit of their service users. The overall aim of the project is to promote the benefit of community gardening; help educate the public in horticulture and nature and provide resources and therapeutic activities.

Essex County Council

Essex County Council governs the non-metropolitan county of Essex in England and is one of the largest local authorities in England by population. For the purposes of this collaborative working agreement, Essex County Council is the Waste Disposal Authority responsible for management of the items identified for reuse during this trial.

For the purposes of the trial intervention, a definition of when a material has not become waste:

Reuse

A material will not be waste if all the following apply:

- It is used for the same purpose for which it was designed – the use must not be subordinate or incidental to the original use
- The previous holder intended for it to be reused
- No repair, or no more than minor repair, is required to it when it is transferred from the previous holder to the new holder, and the previous holder knows this
- Any necessary repair is going to be done
- Its use is lawful
- It is not managed in a way that indicates that it is waste, for example it is not transported or stored in a way that could cause it to be damaged

The MOU

This MOU outlines how Tendring District Council and Essex County Council intend to work collaboratively.

Duration

Initial collaborative working period from **1st July to 31 August 2025** at which point both parties will cease the trial until the data has been reviewed and next steps decided.

The Commitments

Tendring District Council commits to:

- the length of the trial period (1st July to 31 August 2025).
- provide a named contact and contact details for the duration of the trial who Essex County Council will work with.
- provide data for the evaluation report (provide monthly data setting out for each item whether it remains in stock, was passed on at no charge, was sold, the sale value, or has been disposed of.)
- visit the reuse containers at agreed frequency and times.
- not use the site to dispose of its own waste (the site can only accept household waste).
- ensure staff visiting sites comply with health and safety requirements (as set out in this agreement and the site induction that ECC commits to provide).
- ensure staff visiting sites are provided with support and information to engage with the public if required to do so to explain the trial and how partners are working together.
- take away reusable items that have been set aside by the recycling centre staff or left in the reuse area by the general public.
- advise the recycling centre staff what items have been taken to allow active monitoring on the impact of the trial (reused weight will be estimated using the [Product Weight Protocol](#) (PWP)).
- advise the recycling centre staff which items they do not deem reusable and can be removed from the container.
- participate in joint communication work using agreed assets and content.
- participate in periodic reviews of the progress and impact of the trial to maximise benefit for both parties.
- ensure that items passed on or sold comply with relevant safety regulations such as fire safety standards for furniture
- assume liability for ensuring that items passed on or sold are safe for use by the end consumer

Essex County Council commit to:

-  have storage space for reusable items in place by 1st July 2025
- train the recycling centre staff to spot, inspect, and set aside suitable items for reuse.
- have a signposted reuse area for the general public to deposit items by 1st July 2025
- educate the Clacton Recycling Centre visitors about the reuse opportunity.
- actively promote the trial to residents and how to participate via a range of communication channels (banners, social media, press release and news article).
- allow Dig4 Jaywick Community Garden Group vehicles, volunteers and staff access to site and reuse containers at agreed times and frequencies.
- provide Health and Safety induction to Dig4 Jaywick Community Garden Group volunteers and staff.
- disclose to Dig4 Jaywick Community Garden Group volunteers and staff any known issues or potential hazards with any of the items in the container.
- keep stock spreadsheet updated.
- liaise with Tendring District Council or Dig4 Jaywick Community Garden Group contact(s) in case of issues or unforeseen circumstances impacting the project.

- to participate in periodic reviews of the progress and impact of the trial to maximise benefit for both parties.
- analyse data and draft evaluation report, share results and insights.

Health & Safety

The partners shall at all times, and ensure that all Staff, comply with the requirement of the Health and Safety at Work Act 1974 and any other legislation or order pertaining to the health and safety of employees and others who may be affected by the acts or omissions in delivering the activities under this Agreement.

The partners shall comply with all health and safety requirements and any Law and Good Industry Practice in relation to all premises and settings where activities are delivered. The partners shall take full responsibility for the adequacy and safety of all premises and settings where activities are delivered including appropriate operations and methods adopted in the performance of the activities and the acts of all Staff and/or Staff of subcontractors where applicable.

ECC reserves the right to suspend the activities under this Agreement in whole or in part without paying compensation if and whenever the partner is, in the reasonable opinion of ECC, in contravention of the Health and Safety at Work Act 1974 and provisions within this section 6.1.8 (Health and Safety).

The partners shall be responsible for undertaking regular risk assessments on all premises and settings where activities are delivered, Partners' Equipment and/or resources.

Communications

All press and public announcements concerning the Project and this MOU will be jointly agreed by all signatory parties prior to issue. The Project will use the existing Love Essex brand together with the ECC Recycling and Waste brand for consumer facing communications. Partner logos and credits will be included on external communications where appropriate.

Payment

Costs of operating and participating in the trial will not be recharged by either partner.

Liaison and dispute resolution

In the event that a disagreement arises over the conduct of the collaboration or other issues impacting the successful delivery of the Project, the Partners shall take the steps set out in this section.

At any time, if either Essex County Council or Tendring District Council reasonably believed that the disagreement is so serious as to jeopardise the success of the collaboration or that the delivery of the Project is adversely prejudiced then it may suspend the provision of agreed support under this agreement on ten working days' notice (a "Suspension").

The Partners shall nominate representatives, and they shall meet to attempt to resolve the matter in issue, including any Suspension, by discussion and agreement.

If the representatives fail to reach agreement within a period of 21 days from the date the disagreement arises, then the terms of this initiative will be terminated.

Confidentiality

Subject to any overriding legal, parliamentary or regulatory requirements, all parties shall keep secure, and not disclose, any information relating to this MOU unless the party wishing to disclose such information has first secured the written permission of the other party to make the disclosure.

Miscellaneous provisions

This MOU does not create legally binding obligations enforceable at law and does not create a partnership at law.

Neither party will owe or incur any form of liability to the other under this MOU.

Signed for and on behalf of Tendring District Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of Essex County Council

Signature:



Name: Emily Martin

Position: Sustainability and Resilience Manager

Date: 26.06.2025