

Speed Indicator Device Sharing – Memorandum of Understanding

The Particulars:

Date: July 2021

The Owners: Kinnersley Parish Council – ¼ share
Almeley Parish Council – ¼ share
TBC ¼ share
TBC ¼ share

The Equipment: One mobile Speed Indicator Device
PTSC 901 Battery powered,
Data Logging Device & Battery Charger

The Cost ¼ share of the SID = £568.75 per “user”

Location of use: A4112 – Kinnersley Parish Council x 2 sites
Woonton A480 – Almeley Parish Council

Period of Use: As per the agreed schedule – attached – appendix 1

Terms and Conditions:

1: Duration

The Period of Use shall be for the periods agreed in Appendix 1 schedule; agreed annually between working parties and noted in the minutes at the next KDGPC meeting. The next “user” shall collect the equipment from the previous “user”s location on (or shortly after) the date specified.

2: Payment of Cost:

¼ share of the total cost of the equipment will be paid by each “user”. This sum is to be paid before using the equipment. The sum due is to be paid to Kinnersley Parish Council.

3: Defective Unit

The “user” will report any defects to Kinnersley Parish Council within 24 hours of discovery. Any repair costs will be shared equally between all 4 “user”s – although arrangement of repairs will be organised by Kinnersley Parish Council.

4: Use

4.1 The equipment shall be under the control of the “user” at all times from collection by themselves until collection by the next “user”.

4.2 The “user” shall ensure that at all times the equipment is operated in accordance with all laws and regulation.

4.3 The “user” shall ensure that the equipment is sited safely at the Location of Use and without risk to health and is used only by those designated to assist with the movement of the equipment.

4.4 The “user” shall provide a suitable socket and pole for the equipment (pole 76mm diameter – 2.4-3m high above ground as provided by Herefordshire Council (or other approved, for their SID’s)

5: Insurance

All “user”s shall keep the equipment insured against loss or damage and third party risks and shall produce evidence of such insurance to Kinnersley Parish Council to retain on file.

6: Maintenance and repair

All “user”s will contribute equally to the maintenance and repair of the equipment – although the act of maintaining and repairing the piece will be undertaken by Kinnersley Parish Council.

7: Uninsured Losses

In the event of a total loss/damage caused by negligence or misuse of the equipment, were the loss/damage/repair cannot be covered by the “users” insurance policy. The “user” at the time of damage/loss will be wholly liable for its replacement /repair costs.

8: Termination

Any “user” may relinquish their ¼ share of the equipment by giving six months notice to Kinnersley Parish Council. The initial ¼ share payment is non-returnable. Any subsequent ¼ share payments made by new “user” will be held by Kinnersley Parish Council and used against repair and maintenance costs.

9: Speed Data Report – (where applicable)

The “user” will be responsible for downloading the speed data collected by the device before the next “user” takes the equipment.

Signed: _____ on behalf of Kinnersley Parish Council

Signed: _____ on behalf of Almeley Parish Council

Signed: _____ on behalf of XX Parish Council

Signed: _____ on behalf of XX Parish Council

Dated: _____ -

* “User” is defined by the 1/4 shareholder
Kinnersley and District Group Parish Council is and will remain the majority shareholder/
owner.