



THE EXE ESTUARY MANAGEMENT PARTNERSHIP

MEMORANDUM OF UNDERSTANDING



Version	Date	Prepared By	Approved
V1.1	20-Mar-2026	Chloe Nunn	EEMP/Mar/26
V1.0		Bev Phillips	



THIS AGREEMENT is made the day of 01 April 2026

BETWEEN

(1).....

(“The Parties”)

Future Parties to this Agreement may be added below, subject to agreement by the Partnership Committee.



WHEREAS

- A. The Parties each have an interest in the long-term prosperity, health, diversity, sustainable use and management of the Exe Estuary and have agreed to co-operate in implementing an annual Delivery Plan and to work together in partnership.
- B. The key to the success of the Agreement will be the communication skills and approach of the organisations and individuals concerned. In signing up to this Agreement the Parties agree to participate in a spirit of cooperation, openness and understanding. Decisions will be taken for the good of the Parties as a whole.
- C. The Parties have accordingly agreed to make a financial contribution, including in some cases in kind contributions or by separate agreement to the implementation of the Delivery Plan.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

“The Delivery Plan” means the annual delivery plan approved by the Partnership Committee;

“Commencement Date” means 1 April of each year;

“Contribution” means the sum to be contributed by each of the Parties (not including in kind contributions for the purpose of the Partnership);

“The Officer” means the employee appointed by DCC to act as the co-ordinator for the Partnership;

“Costs” means all or any costs or expenses expended by DCC in connection with the agreed business of the Partnership including all staffing costs and expenses;

“The Extended Term” has the meaning set out in clause 2.2

“The Partnership” means the Exe Estuary Management Partnership;



“The Initial Term” means the period of one year from 1 April to 31 March;

“Intellectual Property Rights” means all intellectual property rights including but not limited to trademarks, service marks, patents, know-how, copyright, and database rights together with any applications to register any of the same anywhere in the world;

“Executive” means the Executive Steering Group.

“Partnership Committee” means the committee comprised of the signatories to this Agreement.

“Property” means all equipment provided by the Parties for use in connection with the Partnership;

1.2 For the purposes of this document:

1.2.1 Language and Gender: Words expressed in the singular include the plural, and vice versa. References to one gender include all genders.

1.2.2 Legal References: Any mention of a statute, regulation, or other legal instrument includes future amendments or replacements.

1.2.3 Definitions of "Person": The term “person” includes individuals, companies, and other legal entities.

1.2.4 Document References: References to clauses, schedules, or appendices are to those within this Memorandum of Understanding unless otherwise stated.

1.2.5 Headings: Section headings are for convenience only and do not affect the interpretation of the document.

1.3 The Schedule and Appendix form a core part of this Memorandum of Understanding and should be read alongside it.

1.4 If there is any conflict between the content of this document and the Schedule or Appendix, the main body of the Memorandum of Understanding will take precedence. For the purposes of this clause, “Memorandum of Understanding” refers to the document excluding the Schedule and Appendix.

2. General Principles and Partnership Framework



2.1 This document sets out the operating framework for the Exe Estuary Management Partnership and covers the following:

2.1.1 Establishment and purpose of the Partnership

2.1.2 Employment of the Exe Estuary Partnership Officer

2.1.3 Oversight and publication of plans, strategies, and communication tools (including the website and public-facing documents) that support the Partnership's objectives

2.1.4 Agreement and delivery of the Annual Delivery Plan

2.1.5 Coordination and participation in relevant meetings and events—including the Executive Steering Group, Partnership Committee, and annual Stakeholder Forum—as required to progress shared goals

2.1.6 Financial contributions and shared costs incurred in supporting the above activities

2.2 This Agreement begins on the Commencement Date 1st April 2026 and will remain in place for the agreed Initial Term. After this period, it will be automatically extended for 12-month periods unless ended in line with the termination procedures outlined in Clause 8.

3. Organisational Structure

3.1 The constitution for the Partnership and the Terms of Reference for the Partnership Committee, the Executive Steering Group and the Stakeholder Forum are set out in Schedule 1 to this Agreement. The Parties will establish and operate through the following organisational structure:

3.1.1 the Executive Steering Group, the Terms of Reference of which are set out in Schedule 1;

3.1.2 the Partnership Committee, the Terms of Reference of which are set out in Schedule 1;

3.1.3 the Forum, the Terms of Reference of which are set out in Schedule 1;

4. Financial Arrangements



4.1 Eligible costs shall include:

- 4.1.1 staff salaries, employers' national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with DCC conditions of service;
- 4.1.2 accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
- 4.1.3 office support services to include but not limited to financial and legal support, IT support and property services;
- 4.1.4 pay awards and inflationary increases;
- 4.1.5 maternity pay;
- 4.1.6 training;
- 4.1.7 travel and subsistence expenses;
- 4.1.8 any redundancy payment, contractually or legally due to a post holder employed by DCC exclusively for the purposes of the Partnership and where the post holder's entitlement to the said payment arises in circumstances envisaged in clause 4.5;
- 4.1.9 a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;
- 4.1.10 costs of establishing and running the Partnership;
- 4.1.11 costs associated with the production of the Management Plan;
- 4.1.12 advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs;
- 4.1.13 other project and activities necessary to deliver the core functions listed in Schedule 1.

4.2 The Costs of the agreed objectives of the Partnership shall be met in the first instance by DCC who shall act as financial manager of the monies to be contributed by the Parties as detailed under clause 4.9 below. DCC shall employ the Officer and any other employees required to deliver the objectives of the Partnership. All

materials and services agreed to be provided as part of the Partnership's work programme shall be purchased in the first instance by DCC in accordance with their policies, regulations and procedures unless it is agreed that these shall be purchased by another Party or any other body in which case that Party's or other body's policies, regulations and procedures shall apply. The purchaser of any materials shall not be obliged to insure these on behalf of the other Parties.

4.3 The costs will be met from the contributions of the Parties as described in Appendix 1. No Party shall be liable to costs in excess of its contribution unless agreed.

4.4 DCC will be responsible for the exercise of proper financial control and for collecting the contributions from the Parties annually in advance and where appropriate for collecting any monies due from external funding sources. The Parties shall pay their agreed contributions to DCC within such reasonable timescale as DCC shall prescribe. For the purposes of VAT, DCC as host authority will act as both accountable body and single lead body for the Partnership.

4.5 DCC on behalf of the Funding Partners shall establish a contingency fund by apportioning part of the jointly accrued funds and such contingency fund shall be kept under regular review.

4.6 The contingency fund shall, if required, be used to meet:

4.6.1 the costs associated with redundancy of any staff employed by an Employing Authority on behalf of the Partnership;

4.6.2 any discrepancies between the costs associated with maternity pay and that which an Employing Authority is able to reclaim and

4.6.3 any unexpected costs, expenses and liabilities of the Partnership or those arising from the employment of staff.

4.7 The amount held in the contingency fund shall be agreed by the Executive Steering Group on an annual basis or more frequently if required. The contingency fund shall be accrued by apportionment of agreed sums from the contributions of the Parties or by such additional agreed contributions as may be agreed in writing between the Parties or required in the event of the contingency fund not being Exe Estuary Management Partnership sufficient to cover the costs, expenses and liabilities.

- 4.8 A draft budget will be prepared by DCC for the approval of the Executive Steering Group alongside the annual Delivery Plan.
- 4.9 The budget will be agreed by the Executive Steering Group in March each year, to ensure alignment with the agreed Delivery Plan outlining the proposed activity to be undertaken in a detailed work programme based upon an estimate of actual Costs known at the time.
- 4.10 A statement of income and expenditure in comparison with the Partnership's annual budget shall be reviewed by the Executive Steering Group at each Executive Steering Group meeting and any significant concerns will be addressed by the Executive as soon as is practical within the financial year.
- 4.11 Each of the Funding Partners shall provide DCC, in writing, with:
- 4.11.1 accurate indication of its intended financial contribution to the Partnership for the Initial Term (acknowledging that this will be relied on by DCC) no later than the 31st of January 2026; and
- 4.11.2 indication of its intended financial contribution to the Partnership for the Extended Term (i.e. the financial year after the next financial year).
- 4.11.3 On or by 31st March each year, DCC will circulate to the other Parties a revised Appendix 1 (Confirmed Funding) reflecting the funding commitments of each Funding Partner for the next financial year, as provided to DCC pursuant to clause 4.9.1 (the Replacement Appendix 1) unless the other Parties have stated otherwise by giving not less than 6 months' written notice to the Chair of the Exe Estuary Management Partnership and Devon County Council, expiring on the 31st March (as set out in clause 8.1). The Parties agree that the Replacement Appendix 1, with effect from 1 April of the next Extended Term, shall be deemed to be incorporated into this Agreement and shall replace Appendix 1 (and/or any previous Replacement Appendix 1).
- 4.12 The contributions by the Parties to the Costs for Core Functions will in the first instance be cash contributions as set out in Appendix 1 or any Replacement Appendix or by separate agreement. If a new Party becomes a member of the Partnership, their contribution will be shown in a Replacement Appendix 1. In general Parties will be expected to maintain their contributions at the levels set out in Appendix 1 throughout the period of this Agreement, adding annually a figure, to be proposed by Devon County Council and agreed in writing by the Parties, for



inflation. The details of the Costs and funding will be set out in the annual Delivery Plan.

- 4.13 The annual Delivery Plan will determine the activity of the whole Partnership. From time to time, in addition to contributions made by Parties and if agreed by Parties, Exe Estuary Management Partnership any Party, member of the Partnership or any other body may contribute additional funding for projects.
- 4.14 The Partnership may, by agreement, apply for additional funding from other sources to augment its programme of activity. Applications for grant in aid, if not made by DCC, may be made on behalf of the Partnership by any of the other Partners or such other body as the Executive Steering Group shall agree. Applications for grant aid must be approved by DCC as the financial manager of the Partnership's budget, such approval not to be unreasonably withheld.
- 4.15 Each of the Parties shall ensure that it has in place insurances relevant to its participation and involvement in the Partnership, including in particular employer's liability and public liability insurance.
- 4.16 The Parties shall keep and maintain all appropriate and relevant records (including financial records) and documents in connection with their participation in the Partnership and each Party shall upon request make available the aforementioned records for inspection by another Party. All records shall be kept for a minimum of four years.
- 4.17 Any Party's contribution remaining unspent at the end of the financial year will be carried forward to form part of the following year's budget.

5. Intellectual Property and other Property

- 5.1 The Parties acknowledge that, unless expressly agreed otherwise between the Parties, it is intended that all and any Intellectual Property Rights arising in respect of any goods or materials generated for the purpose of the Partnership shall be owned jointly by the Parties. Each of the Parties shall do all things and enter into all documents reasonably necessary to facilitate this (including, without limitation, entering into any assignment or licence agreement in respect of such Intellectual Property Rights between the relevant Parties).
- 5.2 The Parties shall not use any Intellectual Property Rights arising in respect of any goods or materials generated by the Partnership for commercial gain.



5.3 The individual Parties will continue to own any intellectual property rights in all things made available to the other Parties for the purposes of the Partnership but hereby grant the other Parties non-exclusive licence to use such intellectual property for the sole purpose of the Partnership.

5.4 Each of the Parties hereby warrants that it has no knowledge of any infringement of intellectual property rights where such infringement relates directly to material supplied by that Party to the other Parties in relation to this Agreement and hereby indemnifies each of the other Parties in respect of such infringement occurring before or during the subsistence of this Agreement.

5.5 The Parties acknowledge that there is a presumption that all data and information collected on behalf of the Partnership should be placed in the public domain, unless so doing would compromise commercial confidentiality and/or security, or contravene the provisions of the Data Protection Act 1998.

5.6 All Property used in connection with the Partnership shall be used only for the agreed purposes of the Partnership, and for no other purpose whatsoever.

6. Communications, Press Releases & Publicity

6.1 Any press release issued on behalf of the Partnership must:

6.1.1 Reflect the agreed objectives, actions, and policies of the Exe Estuary Management Partnership.

6.1.2 Be approved in advance by the Chair (or a nominated representative) for any issue deemed significant or potentially controversial by the Officer.

6.1.3 Be developed in consultation with relevant Parties, ensuring fair and balanced representation.

6.1.4 Not be issued if any Party reasonably believes it would adversely affect their reputation or goodwill, unless their consent is given.

6.2 All materials produced on behalf of the Partnership—including websites, reports, and promotional content—must:

6.2.1 Clearly acknowledge the Exe Estuary Management Partnership as the issuing body.



6.2.2 Include reference to individual Parties where appropriate.

6.3 Participation in the Partnership does not imply endorsement of any specific product, service, or commercial activity.

7. Jurisdiction

7.1 The Law of England and Wales shall govern this Agreement.

8. Termination

8.1 Any of the Parties may, by giving not less than 6 months' written notice to the Chair of the Exe Estuary Management Partnership Chair and Devon County Council, expiring on the 31st of March, reduce its level of contribution to or terminate its participation in the Partnership. The remaining Parties will carry out a review of the viability of the continuation of the Partnership. Prior to any such notice taking effect, the Party giving notice shall continue to be responsible for its share of the expenditure incurred by the Parties pro rata to the extent of that Party's percentage contribution for the relevant financial year.

8.2 Following agreement by the Executive Steering Group, the business of the Partnership may be wound-up.

8.3 In the event of termination of the Agreement and so the dissolution of the Partnership, the Parties will be liable to meet all the net Costs or receive a financial refund (including income accrued after disposal of any Property belonging to Devon County Council purchased on behalf of the Partnership) in the same proportion as their percentage financial contribution to the Costs of the Partnership for the relevant financial year, but limited to a maximum of the value of the contributions made by each Party less any previously expended sums unless otherwise agreed.

8.4 In the event of the proposal of new arrangements for the management of the Partnership being made or required by legislation, the Parties shall continue, amend or terminate the Agreement in such manner as they deem appropriate.

9. Miscellaneous Provisions

9.1 Any equipment, materials, or supplies purchased by a Party for Partnership purposes remain the property of that Party. The purchasing Party is responsible for their maintenance and insurance, if they choose to insure them. Devon County



Council (DCC) does not assume responsibility for maintaining or insuring such items.

- 9.2 Parties will treat any non-public information acquired through the Partnership as confidential, unless disclosure is required under the Freedom of Information Act 2000. This clause does not override any statutory obligations under the Act.
- 9.3 Each Party agrees to cooperate fully and promptly with reasonable requests from other Parties to help them meet their obligations under the Freedom of Information Act.
- 9.4 Parties will use reasonable efforts to obtain any permissions, licences, consents, or approvals needed to participate in the Partnership.
- 9.5 This Agreement does not create a legal partnership, joint venture, or agency relationship between the Parties. No Party may act on behalf of or bind another Party in any way.
- 9.6 Each Party confirms that it has the legal authority to enter into this Agreement.
- 9.7 Staff recruitment for the Partnership will follow DCC's policies and procedures. DCC will have final approval of appointments but will not unreasonably reject recommendations for the Exe Estuary Management Partnership.
- 9.8 The Employing Party (Devon County Council) will be responsible for instructing and supervising staff to deliver the agreed work programme on behalf of the Exe Estuary Management Partnership.
- 9.9 The Exe Estuary Management Partnership is a non-statutory partnership. This Agreement does not affect any Party's ability to carry out its statutory functions, duties, or powers under any law, bylaw, or regulation.
- 9.10 Nothing in this Agreement should be interpreted as granting a statutory consent or licence from any Party that may be required for activities under the Agreement.
- 9.11 Parties will be released from their obligations under this Agreement if a national emergency, war, or other event beyond the reasonable control of the Partnership Committee makes it impossible to continue delivering the Partnership's work.
- 9.12 Any Party that is a registered charity is not required to participate in or fund any activity that conflicts with its charitable objectives.



9.12.1 If such a conflict arises, the Party may issue a written objection to the other Parties.

9.12.2 If the matter cannot be resolved to the Party's reasonable satisfaction, the Party may terminate its participation in the Partnership with 7 days' written notice to the Chair and Devon County Council.

9.12.3 That Party will not be liable for any costs incurred after the objection was raised but remains liable for prior commitments as outlined in Clause 8.

9.13 No part of this Agreement is enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

10. Spirit of Cooperation and Dispute Resolution

10.1 If differences arise regarding the direction or scope of the Partnership, all Parties will seek early and constructive resolution. To support this, Parties agree to:

10.1.1 Communicate in a constructive, timely, and transparent manner

10.1.2 Raise issues promptly, as they emerge

10.1.3 Work towards shared solutions that benefit the Partnership as a whole

10.1.4 Keep the Partnership's objectives and values at the heart of all discussions

10.2 If a dispute arises over the interpretation or application of this Agreement, or any related matter, Parties will:

10.2.1 Take reasonable steps to resolve the issue through negotiation, mediation, or other appropriate methods

10.2.2 Only pursue legal or arbitration proceedings if all genuine efforts to resolve the matter collaboratively have failed

10.2.3 Retain the right to seek legal action where necessary to prevent harm or protect legal rights



SCHEDULE 1

11. Purpose

11.1 The purpose of this document is to identify the governance arrangements for the Exe Estuary Management Partnership (the Partnership). It includes the membership, organisational and administrative structures, and Terms of Reference (ToR) for each Group, as agreed by the Partners to the Agreement. As such it forms part of the Agreement.

12. Objectives

12.1 The objective of the Partnership is to provide a strategic and coordinated framework for the integrated management of the Exe Estuary (the Estuary), fostering cooperation between statutory bodies, local authorities, stakeholders, and the community, and improving communication, transparency, and accountability in the Estuary's governance to:

12.1.1 Protect and enhance the natural environment of the Exe Estuary, with particular emphasis on safeguarding its internationally and nationally designated sites, including the Exe Estuary Special Protection Area (SPA), Exe Estuary Ramsar site, Exe Estuary Site of Special Scientific Interest (SSSI), and Dawlish Warren Special Area of Conservation (SAC). Ensure biodiversity and ecosystem health are at the heart of all management decisions.

12.1.2 Promote the sustainable use and long-term resilience of the Exe Estuary, supporting activities that are environmentally responsible, economically viable, and socially beneficial. Address potential conflicts between uses through collaboration and evidence-based decision-making.

12.1.3 Provide a strategic and coordinated framework for the integrated management of the Exe Estuary. Foster cooperation between statutory bodies, local authorities, stakeholders, and the community, and improving communication, transparency, and accountability in the estuary's governance.

13. Administration

13.1 For administrative purposes, Devon County Council hosts the Partnership. Coordination is provided by the Exe Estuary Officer, who also serves as the Council's Marine, Estuaries, and Coastal Officer. This role is based within the Climate Change,

Environment & Transport Directorate. This arrangement may change in the future if it becomes beneficial for the Partnership to be hosted by another organisation.

14. Protected Sites and Environmental Importance of the Exe Estuary

14.1 The Exe Estuary is a highly valued and environmentally significant estuarine system in the UK. Its ecological importance, together with the multiple statutory designations that safeguard it, were key factors in establishing the Exe Estuary Management Partnership.

14.1.1 Exe Estuary Special Protected Area (SPA)

14.1.1.1 Designated under the UK Habitats Regulations for its internationally important populations of overwintering and migratory birds, including species such as Brent geese, shelduck, avocet, and wigeon. The SPA underpins much of the estuary's conservation management and requires decisions to follow the Habitats Regulations Assessment (HRA) process.

14.1.2 Exe Estuary Ramsar Site

14.1.2.1 Recognised as a wetland of international importance under the Ramsar Convention, the estuary supports nationally significant eelgrass beds, intertidal mudflats, sandflats, saltmarsh, and diverse bird assemblages. The Ramsar designation emphasises the estuary's global significance and the need for international standard protection and sustainable use.

14.1.3 Exe Estuary Site of Special Scientific Interest (SSSI)

14.1.3.1 The SSSI covers the majority of the estuary and protects nationally important habitats, geological features, and species. It places legal obligations on relevant authorities and landowners to avoid damage, manage recreational pressures and maintain favourable condition.

14.1.4 Dawlish Warren Special Area of Conservation (SAC)

14.1.4.1 Designated under the Habitats Regulations, the SAC protects internationally significant dune habitats, sand flats, and associated species. These habitats play a key role in flood defence, biodiversity resilience, and coastal processes. Management requires careful balancing of recreation, shorebird disturbance, sediment dynamics, and habitat conservation.



14.1.5 Additional Local, Regional and Marine Designations

14.1.5.1 The estuary also forms part of wider landscape and coastal protection frameworks, contributing to the Nature Recovery Network, Marine and Coastal Access Act responsibilities, shoreline management policy areas, and locally designated nature conservation sites.

14.2 Purpose of the Partnership in Relation to Protected Sites

14.2.1 The extensive suite of designations presents overlapping legal responsibilities, complex ecological interactions, and pressures from recreation, tourism, climate change, sediment movement, and development. The Exe Estuary Management Partnership was created to provide a coordinated, integrated, and collaborative mechanism to:

14.2.1.1 Ensure the protection and enhancement of the estuary's designated features.

14.2.1.2 Support compliance with national and international obligations.

14.2.1.3 Reduce the risk of adverse impacts from activities and developments.

14.2.1.4 Provide a shared evidence base, consistent communications, and aligned management actions.

14.2.1.5 Bring together statutory agencies, landowners, user groups, and wider stakeholders in a structured, transparent framework.

14.3 This coordinated approach is essential to safeguarding the Exe's protected sites, meeting legal duties, and ensuring that the estuary's environmental, social, and economic values are sustained for the long term.

15. Geographical Extent

15.1 The activity of the Partnership is to include the Exe Estuary to its tidal limit and to the mouth of the river at Exmouth as defined by a line drawn from Langstone Rock to Orcombe Rocks and the immediate hinterland of the Estuary up to the 5m contour. The activity of the Partnership will have regard for the wider hinterland and terrestrial area that has an influence upon the environment of the Estuary and its communities.



15.2 5m AOD refers to 5 metres above Ordnance Datum (mean sea level).

15.3 This height is commonly used in coastal and estuarine mapping as a practical upper limit for areas influenced by tidal processes, flooding, or coastal change. The boundary was set at 5m AOD to provide a clear, databased line that captures the areas functionally connected to the estuary while avoiding subjective mapping boundaries.

16. Key Roles of the Partnership

16.1 The key roles of the Exe Estuary Management Partnership are to support sustainable development and use of the estuary by:

16.1.1 Providing strategic leadership in the protection, conservation, and enhancement of the Exe Estuary's natural environment, ensuring the estuary's ecological health and protected site designations are safeguarded for the future.

16.1.2 Enabling sustainable recreation and access, ensuring that leisure and tourism activities are compatible with the estuary's conservation objectives and do not compromise its environmental integrity.

16.1.3 Engaging and involving the wider estuary community — including residents, users, landowners, and local organisations — in shaping decisions, identifying priorities, and resolving issues through open dialogue and shared action.

17. Governance Structure

17.1 The Exe Estuary Management Partnership operates through a two-tier structure comprising an Executive Steering Group (the Executive) and a Partnership Committee (the Committee). These bodies work collaboratively to ensure effective decision-making, strategic direction, and coordinated action.

17.2 The lead body for the Partnership is the Executive Steering Group which provides the strategic leadership for the Partnership and has responsibility for securing resources, setting priorities through the Strategic Plan (formally Management Plan), and delivery. The Executive offers support to the Exe Estuary Officer in delivering the three-year Strategic Plan and annual delivery plan.

17.3 This Executive Steering Group is supported by the Partnership Committee whose role is to give additional advice and support to the Exe Estuary Officer in



delivering both the three-year Strategic Plan and the annual delivery plan. The Partnership Committee has the option to split into two sub-groups to aid in reporting and collaboration amongst partners. The local community and other stakeholders are engaged in the work of the Partnership through the Exe Estuary Stakeholder Forum (the Forum). Devon County Council is the host authority to the Partnership, employs the Exe Estuary Officer and is responsible for the day-to-day financial management of the Partnership as advised by the Executive Steering Group.

18. Executive Steering Group Terms of Reference

18.1 The Executive Steering Group is a smaller, core group drawn from the Partnership Committee. It is responsible for supporting the delivery of the Exe Estuary Management Partnership's strategic direction and overseeing day to day coordination of Partnership activities. Membership of the Executive is based on relevant knowledge, expertise, and a commitment to active participation, not simply financial contribution. Members of the Executive Steering Group are expected to actively represent their sectoral or organisational interests within the Exe Estuary. The Executive membership is reviewed annually.

18.2 Role and Responsibilities

18.2.1 Provide strategic oversight and direction for the Partnership.

18.2.2 Discuss and agree the Partnership's priorities, objectives, and key initiatives.

18.2.3 Review and endorse the Management action plans.

18.2.4 Provide operational guidance and support to the Exe Estuary Partnership Officer/Coordinator.

18.2.5 Monitor progress on delivering the Management Plan.

18.2.6 Advise on funding, project delivery, and emerging issues.

18.2.7 Consult with relevant user groups or stakeholders within their area of representation.

18.2.8 Feedback key issues, concerns, and updates to the Executive Steering Group.

18.2.9 Ensure two-way communication between their sector and the Partnership.



18.2.10 Contribute towards agendas and materials for meetings and ensure follow up actions.

18.2.11 Function as a sounding board between meetings for urgent matters requiring direction.

18.2.12 Elect the Partnership Chair.

18.3 Executive Membership

18.3.1 Individuals or representatives of organisations who:

18.3.1.1 Bring specialist knowledge in areas such as estuarine science, coastal management, biodiversity, community engagement.

18.3.1.2 Represent stakeholder groups with a direct and meaningful interest in the estuary (e.g. recreation, tourism, environmental NGOs, regulatory bodies, academic institutions, fishing or boating communities).

18.3.1.3 Membership is by invitation, based on active involvement and strategic relevance.

18.3.1.4 Members are expected to attend regularly and contribute to the delivery of agreed actions.

18.4 Key Criteria for Executive Membership

18.4.1 Demonstrated expertise or lived experience relevant to the estuary's management,

18.4.2 Willingness to engage constructively in partnership activities and decisions.

18.4.3 Commitment to collaborative, multi sector working,

18.4.4 Ability to function as a liaison between the forum and their wider network or organisation.

18.5 Meetings

18.5.1 The Executive meets three times a year or as required. Executive members are also required to attend the Exe Estuary Partnership Committee meetings (once a year).



18.6 *Chairing of the Executive Steering Group*

18.6.1 Chaired by the elected Exe Estuary Management Partnership Chair

18.7 This structure is designed to ensure that the Partnership benefits from broad, informed input across all interest areas. Executive members play a vital role in maintaining this connectivity and supporting the Partnership's collaborative approach.

19. Partnership Committee Terms of Reference

19.1 Role and Responsibilities

19.1.1 Facilitate collaboration, communication, and knowledge sharing between sectors.

19.1.2 Ensure the Partnership reflects the views and interests of the wider estuary community.

19.2 Partnership Committee Membership

19.2.1 For the purposes of this Agreement, the formal membership of the Partnership comprises those organisations listed in Appendix 1 and includes all organisations that:

19.2.1.1 Agree to adhere to the stated objectives, plans and strategies and any other relevant agreements of the Partnership, and

19.2.1.2 Make a significant contribution to the achievement of the objectives and actions as stated in plans and strategies and will be bound by the Memorandum of Agreement, and

19.2.1.3 Make a financial contribution to the Exe Estuary Management Partnership.

19.3 Guest Members are welcome on the Committee should they:

19.3.1 Agree to adhere to the stated objectives, plans and strategies and any other relevant agreements of the Partnership, and

19.3.2 Make a significant contribution to the achievement of the objectives and actions as stated in plans and strategies and will be bound by the Memorandum of Agreement.



19.4 Open to all organisations and stakeholders with a responsibility or interest in the estuary, including:

19.4.1 Local authorities

19.4.2 Statutory agencies

19.4.3 Conservation and user groups

19.4.4 Landowners and businesses

19.4.5 Academic institutions

19.4.6 Youth and Community Organisations

19.5 Membership is reviewed annually to ensure inclusive representation.

19.6 The Partnership Committee meets once per year.

19.7 Chairing of the Partnership Committee

19.7.1 Chairing of the Partnership Committee will be delivered by the Exe Estuary Management Partnership Chair.

19.8 Sub-Groups of the Exe Estuary Management Partnership

19.8.1 To support more effective delivery, strengthen engagement, and ensure that partner interests are fully represented, two new subgroups will be established under the Partnership. These groups will provide focused discussion, advice, and coordination within their respective sectors, reporting into the full Partnership.

19.9 Statutory Partners Sub-Group

19.9.1 This subgroup will provide a dedicated forum for statutory organisations with legal duties relating to the management, regulation, and stewardship of the Exe Estuary. It will allow these bodies to coordinate approaches, share regulatory updates, resolve cross boundary issues, and provide clear, aligned advice to the wider Partnership.

19.9.2 Membership (Statutory Partners)



19.9.2.1 Organisations with statutory responsibilities connected to the Exe Estuary, including but not limited to:

19.9.2.1.1 Environment Agency

19.9.2.1.2 Natural England

19.9.2.1.3 Devon County Council

19.9.2.1.4 East Devon District Council

19.9.2.1.5 Exeter City Council

19.9.2.1.6 Teignbridge District Council

19.9.2.1.7 Exeter Harbour Authority

19.9.2.1.8 Devon and Severn Inshore Fisheries and Conservation Authority

19.9.3 Functions

19.9.3.1 Coordinate statutory positions and regulatory advice.

19.9.3.2 Share updates on policy, compliance, planning, and licensing.

19.9.3.3 Identify and address risks and obligations.

19.9.3.4 Provide technical guidance to the full Partnership.

19.9.3.5 Ensure alignment with national, regional, and local frameworks.

19.10 Non-Statutory Sub-Group

19.10.1 This subgroup will bring together commercial, recreational, tourism and visitor economy stakeholders who use, benefit from, or contribute to the Exe Estuary. Its role is to champion sustainable recreation, responsible business practices, and positive visitor experiences while protecting the estuary's environmental integrity.

19.10.2 Membership



19.10.2.1 Organisations without statutory responsibilities connected to the Exe Estuary, but who represent users of the Estuary and surrounding areas. They include, but are not limited to:

19.10.2.1.1 Royal Yachting Association (RYA),

19.10.2.1.2 Powderham Estate,

19.10.2.1.3 Paddle UK,

19.10.2.1.4 Exmouth Marina Ltd.

19.10.3 Functions

19.10.3.1 Provide feedback from the recreation, tourism, and business communities.

19.10.3.2 Support development and implementation of codes of conduct.

19.10.3.3 Promote safe, responsible, and sustainable estuary use.

19.10.3.4 Identify opportunities for partnership working and events.

19.10.3.5 Feed into communications, education, and visitor management work.

19.10.3.6 Ensure economic and recreational perspectives are represented in decision making.

19.11 Governance and Reporting

19.11.1 Both subgroups will:

19.11.1.1 Appoint a Chair.

19.11.1.2 Meet a minimum of once per year.

19.11.1.3 Produce notes and recommendations for the main Partnership meetings.

19.11.1.4 Support delivery of the objectives set out in the Partnership's Management Plan and annual action plan.

20. Forum Terms of Reference



20.1 The Partnership organises and facilitates public forums focused on the Exe Estuary. These events are open to anyone with an interest in the estuary. These forums aim to encourage discussion and provide information on topical issues affecting the Estuary. They also serve as a platform for residents and stakeholders to engage with the work of the Partnership, voice concerns and discuss relevant estuary related topics. The forums may take the form of townhalls, workshops, online webinars, celebrations, festivals, and others (non-exhaustive list) and will be delivered on an ad hoc, by need basis throughout the year.

20.2 Purpose of the Forum

20.2.1 Facilitating Stakeholder Engagement

To provide a neutral space for diverse groups to share knowledge, voice concerns, and contribute to decision making processes regarding estuary management.

20.2.2 Promoting Sustainable Management Practices

By bringing together various stakeholders, the forum helps develop and implement strategies that balance environmental conservation with economic and social needs. This collaborative effort supports the sustainable use of estuarine resources.

20.2.3 Enhancing Public Awareness and Education

Raising awareness about the ecological importance of estuaries, the challenges they face, and the actions individuals and communities can take to support their health and resilience.

20.3 By bringing together a wide range of stakeholders, the forum helps develop, promote, and implement strategies that balance environmental conservation with economic and social needs. This collaborative effort supports the sustainable use of estuarine resources.

20.4 Events of the Forum are organised by:

20.4.1 The Marine, Estuaries and Coastal Officer

20.4.2 The Marine, Estuaries and Coastal Support Officer

20.4.3 Exe Estuary Management Partnership Chair



20.4.4 The Executive and Partnership will be drawn on to contribute themes and topics to be shared at the forum

20.5 The Exe Estuary Management Partnership Chair will deliver chairing of the forum. While most Forum events do not require an official Chair, the Partnership Chair will lead and provide direction at designated events. Where Forum events take the form of forum or townhalls, the Chair's role will be vital to:

20.5.1 Ensure the forum is productive, inclusive, and aligned with its environmental and community focused goals.

20.5.2 Set the tone, manage discussions, and facilitate collaboration.

20.5.3 Help organise the forum agenda, structure, and speaker line up, contributing to a coherent and engaging programme.

20.5.4 Chair the event, opening and closing the forum, guiding discussions, and ensuring sessions run smoothly and on time.

20.5.5 Promote the forum by supporting outreach efforts, encouraging diverse stakeholder participation, and acting as a visible advocate for the event and its purpose.

20.5.6 Facilitate dialogue, ensuring a balanced and respectful exchange of views among all participants.

20.5.7 Summarise key points and outcomes, reinforcing how the forum contributes to the estuary's long-term management and community engagement.



ANNEX I - Table of Members

* Partnership Chair

** Partnership Vice Chair

† EEMP & Devon County Council Officer

Organisation	Primary Contact Name	Email
....
Devon County Council	Chloe Nunn [†]	Chloe.nunn@devon.gov.uk
Devon County Council	Lauren Turner [†]	Lauren.turner@devon.gov.uk
Devon County Council	Kate Hind [†]	Kate.hind@devon.gov.uk