

Gardens and Landscape Publication XX/2001

Consultation draft issued 15 November 2001.

English Heritage would welcome your comments, advice, and ideas drawn from your own park and garden conservation management experience. English Heritage plans to release the final version of the guidance early 2002.

Please submit comments no later than 31<sup>st</sup> December 2001 to Gardens and Landscape, English Heritage (see address below).

**CONSULTATION DRAFT**  
**Conservation Management Plans**  
**for restoring Historic Parks and Gardens**  
  
**Guidance for owners and managers on plans**  
**and commissioning consultants**

Jenifer J. White

© English Heritage 2001

English Heritage  
Gardens and Landscape  
Room 332  
23 Savile Row  
London W1S 2ET  
Tel. 020 7973 3617  
Fax 020 7973 3608  
[jenifer.white@english-heritage.org.uk](mailto:jenifer.white@english-heritage.org.uk)

## Summary

Over the last 15 years conservation management plans for historic parks and gardens have become valued as tools for owners and managers restoring designed landscapes. This publication sets out what owners and managers – private, trusts or local authorities and other public organisations, and local communities - need to consider when preparing a conservation management plan for a historic park and garden.

These designed landscapes are very diverse. Plans are useful for all sites whether country estate parks and gardens or urban green spaces like cemeteries. As well as guiding the care and management of sites, plans can aid making decisions about changes and the historic interest and individual character, and enjoyment of the green space could be enhanced.

Landscape restoration projects usually require a plan to define what needs to be done and how. Owners and managers will need to think about what information they need to develop a conservation management plan for their own site. The publication provides a checklist of the range and type of information that could be required. The guidance can be copied and used as a brief for commissioning plans. It will need to be tailored for the individual park and garden, size and complexity of the site and its uses, and include the owner's or manager's own requirements and other commitments. A good plan will reassure a funding body that the owner is committed to the park and garden's long term care. The publication provides guidance on how to commissioning consultants to prepare these specialist plans and what grant making organisations now expect plans to cover.

## CONTENTS

|                                                      |    |
|------------------------------------------------------|----|
| <b>Introduction to conservation management plans</b> | 4  |
| <i>Two stage grant applications</i>                  | 4  |
| <i>The conservation management plan – a process</i>  | 4  |
| <i>Registered historic parks and gardens</i>         | 5  |
| <b>The plan</b>                                      | 5  |
| <i>Conservation statements</i>                       | 6  |
| <i>Conservation management planning</i>              | 6  |
| <i>Assessment</i>                                    | 7  |
| <i>Understanding the park and garden</i>             | 7  |
| <i>Site description</i>                              | 7  |
| <i>The history of park and garden</i>                | 7  |
| <i>Surveys and baseline information</i>              | 7  |
| <i>Developing an overview</i>                        | 8  |
| <i>Statement of significance</i>                     | 8  |
| <i>Issues and constraints</i>                        | 8  |
| <i>Vision and policies</i>                           | 9  |
| <i>Action</i>                                        | 9  |
| <i>Management prescriptions and work programme</i>   | 9  |
| <i>Business plan</i>                                 | 10 |
| <i>Monitoring and review</i>                         | 10 |
| <b>Commissioning consultants</b>                     | 10 |
| <b><i>Setting the brief</i></b>                      | 10 |
| <i>Introduction to the brief</i>                     | 10 |
| <i>Objectives in commissioning the plan</i>          | 11 |
| <i>Management and monitoring of the consultants</i>  | 11 |
| <i>Standard plan format</i>                          | 11 |
| <i>Illustrations and maps</i>                        | 12 |
| <b><i>Useful information for consultants</i></b>     | 12 |
| <i>Site description and lists of designations</i>    | 12 |
| <i>Existing documentation</i>                        | 13 |
| <i>Grant conditions</i>                              | 13 |
| <i>Access arrangements for the consultant</i>        | 14 |
| <b><i>Contract terms and conditions</i></b>          | 14 |
| <i>Timing</i>                                        | 14 |
| <i>Contract and payment terms</i>                    | 14 |
| <i>Intellectual property rights and copyright</i>    | 14 |
| <i>Site hazards</i>                                  | 14 |

|                                                             |    |
|-------------------------------------------------------------|----|
| <i>The tendering process</i>                                | 14 |
| <i>Tender documents</i>                                     | 15 |
| <i>Deadline for tenders and contract details</i>            | 15 |
| <i>Choosing consultants</i>                                 | 16 |
| <b>Funding for conservation management plans</b>            | 16 |
| <i>English Heritage</i>                                     | 16 |
| <i>Countryside Stewardship</i>                              | 17 |
| <i>Heritage Lottery Fund</i>                                | 17 |
| <i>Countryside Agency</i>                                   | 17 |
| <i>English Nature</i>                                       | 17 |
| <i>Local authorities and county garden trusts</i>           | 17 |
| <b>References</b>                                           | 18 |
| <b>Useful addresses</b>                                     | 20 |
| <b>Gazetteer proforma</b>                                   | 25 |
| <b>Landscape restoration work programme proforma</b>        | 26 |
| <b>Maintenance checklist for parks and gardens proforma</b> | 27 |
| <b>Burra Charter definitions</b>                            | 29 |



## **Introduction to conservation management plans**

Gardens and parks are dynamic, constantly changing, developing, maturing and with help regenerating. All sites need maintaining but designed landscapes need renewal. This continuous cycle is part of their appeal.

Changes that disrupt or undermine this pattern of maintenance and renewal eventually lead to degradation of the landscape design. With careful planning these historically important parks and gardens can be revived. Historic park and gardens restoration is about repair and renewal<sup>1</sup>.

In planning to restore a historic garden the owner or property manager needs to work out what needs to be done and how. In order to make such decisions the owner and manager will need to understand the history of the park and garden and the significance of the designed landscape. Conservation management plans offer a methodology for analysing and evaluating historic parks and gardens, defining the work to be done, and integrating other interests including business requirements.

The term *conservation management plans* has been adopted to illustrate the two stages in developing a plan. The conservation plan represents the analysis and evaluation stage, and the management plan the practical work programme.

The methodology used in conservation management plans draw on owners' and grant organisations' experience with historic park and garden plans over many years including restoration plans, heritage landscape management plans, site management plans and conservation plans. Conservation management plans reinvent park and garden owners' past tradition keeping records of their designed landscapes and their upkeep.

### ***Two stage grant applications***

Restoration of historic parks and gardens can be a complex process with many tasks and phases. To help owners and managers plan this work grant organisations will often offer support in two stages. The initial phase focuses on developing a full conservation management plan that defines what restoration work is needed and the most appropriate sources of funding. The second stage represents the implementation of the eligible grant aided work (as agreed through a formal offer of grant).

Simpler and low cost historic park and garden management schemes may not require a two stage application.

### ***The conservation management plan – a process***

The thinking and discussion involved in the analytical and evaluation work and development of policies is a valuable part of the plan preparation process. The full involvement of the owner, manager, estate staff (and other consultees if appropriate) in the plan process will help produce a better final plan. Many owners and managers make interesting and enlightening discoveries through preparing a plan and adjust their management accordingly. The research and analysis process may highlight the need for further information.

The local community has a special role in plans to be prepared for public parks and other green spaces such as cemeteries.

---

<sup>1</sup> Please note that reconstruction is unlikely to be supported by English Heritage as part of historic park and garden restoration.



The plan should enable future generations understand the basis of any landscape management decisions e.g. the replanting of an avenue and the need to carry out later phases including the pattern of selective felling to rejuvenate the avenue structure.

Many grant making organisations support owners and property managers in preparing plans for the long term value to be gained from guiding the conservation of historic parks and gardens, and any future changes to them, as well as helping secure other sources of funding. A good plan will reassure a funding body that the owner is committed to the long term care of the site.

### ***Registered historic parks and gardens***

Nationally important historic parks and gardens are included on the *Register of Parks and Gardens of Special Historic Interest in England*. There are over 1400 parks and gardens on the register ranging from privately owned landscape gardens to public parks, cemeteries, town squares and allotments.

The historic significance of parks and gardens is judged against the following criteria:

- Sites with a main phase of development before 1750 where at least a proportion of the layout of this date is still evident, even perhaps only as an earthwork;
- Sites with a main phase of development laid out between 1750 and 1820 where enough of this landscaping survives to reflect the original design;
- Sites with a main phase of development between 1820 and 1880 which is of importance and survives intact or relatively intact;
- Sites with a main phase of development between 1880 and 1939 where this of high importance and survives intact;
- Sites with a main phase of development laid out post-war, but more than 30 years ago, where the work is of exceptional importance;
- Sites which were influential in the development of taste whether through reputation or references in literature;
- Sites which are early or representative examples of a style of layout, or a type of site, or the work of a designer (amateur or professional) of national importance;
- Sites having an association with significant persons or historical events;
- Sites with strong group value.<sup>2</sup>

Historic parks and gardens may be of local significance even if they are not on the national register.

### **The plan**

Each conservation management plan needs to fulfil the needs of the particular historic park and garden. This section identifies all the research, surveys and issues that could be needed to develop a full conservation management plan for restoring and managing a historic park and garden.

Only through the assessment process of analysis and evaluation can a restoration philosophy and management requirements be teased out. In some cases a particular historic period or the work of a landscape designer may be of paramount significance however for many sites skilful management is needed to maintain and enhance their importance as a palimpsest of many features and other interests such as wildlife value.

---

<sup>2</sup> English Heritage (1998) *The Register of Parks and Gardens*.

### ***Conservation statements***

The scope of a plan and its detail needs to match its purpose. Extensive restoration proposals or complex parks and gardens with several phases of design development or conflicting interests will require detailed research. In contrast a Countryside Stewardship application for conservation management of an unimproved parkland may only need to be supported by a conservation statement.

Conservation statements are an outline version of a full conservation management plan. Conservation statements should follow the same principles set out below for plans.

Conservation statements can serve as the first step in conservation and management planning. They can bring together stakeholders. Conservation statements are unlikely to provide adequate information for a major funding bid.

### ***Conservation management planning***

The conservation management planning divides into (i) an appraisal and evaluation assessment of the historic park and garden and its future care and (ii) turning these restoration and management policies into action on the ground. The process is illustrated in the diagram below, and for each of these steps there is a list of issues that may need to be included in the conservation management plan.

---

The first stage in managing a site involves an assessment of what matters and why – usually a conservation plan. Specific management actions or detailed prescriptions can follow this but should not precede it. (from Kate Clark, 2001)

---

#### **ASSESSMENT**

- Understand site
- Assess significance
- Define issues
- Set vision and policy

#### **CONSERVATION PLAN**

#### **ACTION**

- Management programme including management prescriptions, work programme and maintenance checklists
- Budgets and action
- Option appraisal and feasibility study for new developments (if appropriate)
- Business planning
- Monitoring and review

#### **MANAGEMENT PLAN**



---

The conservation section of the plan should provide a robust set of policies that will stand the test of time. The management section of the plan is flexible and will inevitably need to be adjusted to in response to landscape management results, natural events, or shifts in available resources.



## *Assessment*

### *Understanding the historic park and garden*

The conservation management plan needs to provide an understanding of the park and garden. Three sets of information are needed to form an overview and to prepare a Statement of Significance – site description, a history of the park and garden, and surveys and baseline information.

### *Site description*

- An introductory site description of surviving historic park and garden;
- Ownership and occupancy details including leases, land managed under licence, trusts, acquisitions and sources of funding;
- Location and geographical information – Ordnance Survey grid reference, landscape description (including wider landscape setting and Countryside Character area) climate and rainfall, prevailing wind etc, geology and soils, geomorphology, topography and landform, hydrology and hydrography, soil characteristics;
- Services e.g. water mains;
- Current land use – farming and forestry types, MAFF (now DEFRA) agricultural land classification, other land uses, and land management agreements e.g. Countryside Stewardship
- Designations.

For public parks and open spaces it will be vital to consider the local community's many interests.

### *The history of the park and garden*

All land has a history. Parks, gardens and all green spaces, however small or insignificant almost always have documentary and surviving physical evidence. The assessment needs to include:

- History of ownership;
- History of the development of the landscape and garden design and layout. Historical research should follow guidance set out in *Researching a garden's History: A Guide to Documentary and Published Sources*<sup>3</sup>;
- History of the land management regimes – agriculture, forestry, horticulture;
- For public parks the plan should record how the site came into local authority ownership or management and its subsequent development and maintenance as a public space;
- History of visitor provision and development of visitor attractions for example 18<sup>th</sup> century carriage drives to contemporary play areas for children;
- Broader historical context for main phases of the site's development e.g. fashion, politics, technology.

### *Surveys and baseline information*

Key to developing policies is an appraisal of the extant designed landscape and related features, and its condition. These surveys will provide a valuable baseline information for monitoring change:

- Surveying and mapping of surviving features (from each historic period) and their condition, archaeological investigation, ecological surveys, tree survey, topographical survey, hydrological information etc;
- Gazetteer or inventory of historic park and garden features, buildings and structures, and condition survey - see *Informed Conservation*<sup>4</sup>. The gazetteer information should be summarised to draw together related features;

<sup>3</sup> D Lambert, P Goodchild and J Roberts (1995) *Researching a Garden's History: A Guide to Documentary and Published Sources*.



- Condition survey of historic and wildlife features and land management to use as baseline information.

#### *Developing an overview*

The research needs to be drawn together to develop an overview of the whole park and garden, its historical context and interests:

- A summary of chronological development of the historic park and garden up to present day with key dates and events highlighted;
- A summary of historic information not available and features which have been lost;
- Landscape design analysis including views and vistas, and relationship of existing historic park and garden with wider historic estate, "borrowed" features lying beyond land holding, the local community and principal house (see also section on the Register of Parks and Gardens);
- A character area assessment based on mapping of each distinct part of the park and garden layout;
- A summary of the park and garden in context of its wider landscape setting;
- Comparison of the landscape design in comparison with other similar historic parks and gardens.

#### *Statement of significance*

The information collated needs to be analysed and evaluated to assess the significance of the designed landscape and its features. The statement need be no more than one page but should provide an evaluation on the quality of the park and garden design, the landscape impact and visual significance, what the historic park and garden demonstrates, the importance of its current uses and why this site matters.

The Statement of significance<sup>5</sup> should include:

- Overall significance of the site;
- How its features and parts contribute to its overall importance.

#### *Issues and constraints*

The conservation management plan is a practical tool so issues and constraints need to be considered as well as historic interests. Each of these factors could impact on the significance of the site. Issues and constraints to consider include:

- Policy framework for the area including relevant local planning authority policies;
- Other policy documents such as the UK biodiversity habitat action plan for wood pasture and parkland;
- Public access and common rights;
- Other rights of access and wayleaves etc
- Field sports, licences and rights;
- Management principles such as environmentally sensitive farming and sustainability;
- Opportunities, issues and constraints – location, size, landscape setting, fragility, intactness, risks, legal obligations/limitations imposed by designations such as TPOs, grant conditions etc, lack of protective status, gaps in information or need for particular surveys, changes in land use, changes in landscape management, loss of skilled personnel, new developments, intrusive

---

<sup>4</sup> K Clark (2001) *Informed Conservation Understanding historic buildings and their landscapes for conservation*.

<sup>5</sup> JS Kerr (1996) *The Conservation Plan: a guide to the preparation of Conservation Plans for places of European cultural significance*.

Heritage Lottery Fund (1998) *Conservation Plans for historic Places*.



developments, split ownership, public access, visitor experience, rights of way, security, finance etc.

### *Vision and policies*

With an analysis and evaluation completed and the issues and constraints identified an overall vision and policies for restoration, repair, conservation, management and access can be prepared. The policies establish guidelines for determining what is appropriate for the individual park and garden and provide a framework for making decisions. Two types of policies will need to be developed – area specific and land management business related such as forestry or agriculture.

For a historic park and garden policies are likely to be needed for:

- Landscape repair and restoration policies – historic period(s), designer or palimpsest, extent of restoration, design principles where restoring or reinstating features e.g. fencing, planting, identifying further surveys/research needs.
- Land use policies - agriculture, forestry, wood pasture and veteran trees, horticulture, sport and recreation;
- Sustainability and environmentally friendly management policies – peat alternatives, recycling, reduced use of herbicides and pesticides, integrated crop management regimes etc.;
- Standards for restoration, repair and management work;
- Policy for plan led approach to handling any future development proposals and conservation led procedures for instructing for future work. Policies should be based on an impact assessment and mitigation table;
- Policies on visitor access and enjoyment of the historic park and garden – publicity and promotion, education initiatives, interpretation and information, visitor facilities, access by public transport, disabled access, public rights of way, permissive public access;
- Staff development – training and development of specialist skills;
- Longer term consultation procedures, and in the case of public spaces community involvement;
- Policies on maintaining the archive for the historic park and garden, and its further development e.g. maintaining a record of the restoration and management work;
- Heritage impact assessment for new developments. Proposed work will need to be assessed against significance of feature or fabric affected, the potential impact of the work, information from the conservation management plan and possible mitigation (see *Informed Conservation*<sup>6</sup>);
- Promotion of supporting policy framework in other strategic guidance e.g. the statutory Local Plan.

### *Action*

The management half of the conservation management plan sets out how to carry out the policies by defining and programming work needed and staff and financial resource requirements. The management prescriptions and work programme are the flexible parts of the plan. The programme should be realistic. This part of the plan will need to be monitored, adjusted, updated and rolled forward on a regular basis.

### *Management prescriptions and work programme*

- Management prescriptions for each policy;
- Restoration, maintenance and management work programme – 5 years, 10 years, 15 years, 20 years (see proformas) and the programme should set realistic time scales for developing projects, grant applications and securing of consents.

---

<sup>6</sup> K Clark (2001) *Informed Conservation*.



### *Business plan*

- Business plan for work programme – costs and staffing estimates – see Heritage Lottery Fund advice<sup>7</sup>, capital and revenue costs, professional fees, contingency sums for inflation and obtaining consents etc.

### *Monitoring and review*

- Monitoring and review arrangements – annual and quinquennial, any grant condition requirements including recording analysis during works and mitigation of losses;
- Details on who will be responsible for carrying out the monitoring work and updating the plan;
- Arrangements for submitting annual report to grant making body (if relevant).

## **Commissioning consultants**

Commissioning a plan does require some thought. It is important that the plan is specific for the park and garden and that it is sensitive to the owner and other stakeholders' need (including the local community in the case of public parks). Close working with the consultants throughout the plan process including programming the work will ensure a good plan. It is the role of the consultant to develop a holistic plan drawing in all relevant information and stakeholders.

There are two steps in commissioning consultants:

- Setting the brief for the commission including terms and conditions of contract;
- The tendering process including selection of consultants.

### *Setting the brief*

The brief sets out the task for the consultant and terms and conditions of the contract. The brief can be a useful tool for the owner or manager in monitoring the progress on plan preparation through to publication.

This publication can be used or adapted as the brief for a conservation management plan. The owner or property manager should agree beforehand with the grant body which elements of the assessment and action steps are needed for the historic park and garden plan. The relevant tasks could be selected or deleted from these checklists to form the basis of the site specific brief. The grant body's advisers like the English Heritage landscape architects will help owners and managers develop briefs for plans.

Briefs for conservation management plans need to cover the following five topics:

- An **introduction** to the task and the historic park and garden;
- The owner or manager's *objectives* in commissioning the plan;
- A **specification for the plan** contents, information and guidance required by the owner or manager;
- **Management and monitoring arrangements** for the consultant's work on the plan and the owner's or manager's requirements.

### *Introduction to the brief*

The introduction simply needs to:

---

<sup>7</sup> Heritage Lottery Fund (1998) *Preparing your business plan for a capital project*.

- Invite consultants to tender to prepare a conservation management plan for the historic park and garden (name and location of the site) as set out in the brief;
- Explain who (name, organisation) prepared the brief and whether if it was drawn up in consultation with others (name, organisation);
- State intended life span for the plan and its implementation e.g. a five year work programme; and lastly;
- Set date by when the plan is needed e.g. grant application.

#### *Objectives in commissioning the plan*

The brief must set out the purpose(s) of the conservation management plan and whom it is for, how it will be used, and any specific requirements.

For example the plan could be needed to:

- Inform and manage a programme of restoration and repair;
- Inform and guide day to day maintenance and management;
- Provide an informed basis i.e. a heritage impact assessment for preparing development proposals;
- Support a Heritage Lottery Fund Stage 2 application for grant aid;
- Support a Countryside Stewardship historic parklands option application and agreement;
- Support an application for English Heritage grant aid;
- A UK wood pasture and parkland habitat action plan initiative;
- Provide detailed guidance as part of a plan prepared for Inheritance tax conditional exemption;
- Create a new record of the park and garden and its upkeep and management decisions for future generations and in doing so continue past tradition of plans and records.

#### *Project management and monitoring*

The owner or manager needs to monitor the consultants work – both time spent and costs incurred to ensure that the plan is delivered on schedule and within budget. The grant body should be alerted if unforeseen costs and delays arise.

The brief needs to set out the owner's or property manager's requirements as to how the plan is prepared and the work supervised such as:

- Who needs to be involved in preparing the plan e.g. owner, owner's family, land agent, estate staff, other advisers, grant bodies, statutory consultees;
- Liaison with the consultant and reporting procedures including meetings;
- Consultation arrangements on analysis and evaluation and draft policies, and the draft conservation management plan.

#### *Standard plan format*

Well presented plans are a pleasure to use. Illustrations, maps and plans are invaluable in conservation management plans for historic parks and gardens (see below). Funding bodies may require that the plan is in a standard format e.g. A4.

It is good practice to:

- Ensure final and draft versions of plans are clearly labelled with full explanatory title, their status and date;
- Acknowledge all people and organisations involved in developing the plan;
- All facts (including dates) properly referenced;
- A full bibliography, reference and archive sources;



- Include appendices with useful information e.g. SSSI list of potentially damaging operations, protected species, surveys, buildings gazetteer etc ;
- Include useful contact names and addresses.

The brief should include information on:

- Presentation and format of the draft and final versions e.g. summary document, A4/portrait, draft in black & white and final version in full colour, illustrations, photographs, maps and plans, acknowledgements and logos of funding organisations;
- Number of copies required;
- Distribution of the final version including depositing of copies in archives and county record office, and grant organisation.

### *Illustrations and maps*

Archive and contemporary photographs, plans and maps will help the reader understand the plan and create an attractive document to use. Licences are needed to reproduce Ordnance Survey maps and other documents.

Useful reference information can be collated as appendices. Some topics such as land use may be better presented as maps. Conservation management plans are expected to include:

- Illustrations of maps from each historic period (i.e. regression illustrations and overlays) to show the evolution of the landscape design;
- Extracts of the relevant historic maps e.g. 1st Edition Ordnance Survey 25" or 6" maps;
- A land ownership map;
- A land use map;
- A landscape design analysis map with vistas and views to describe how the design works;
- A master plan showing character areas and restoration proposals.

### *Useful information for the consultants*

#### *Site description and list of designations*

The brief should provide an outline description of the site, and if possible additional information to guide the consultants as to what is already available and what needs to be researched e.g. a list of any designations. Useful information that could be included in the brief:

- Location;
- Local authority area – county/unitary/district/parish council;
- Ownership and occupancy details such as tenure – freehold, leased or managed under licence;
- English Heritage Register of Parks and Gardens of Special Historic Interest in England<sup>8</sup> description and map;
- Any local historic park and garden type designation;
- Conservation Area;
- Tree Preservation Orders (TPOs) or veteran trees;
- Scheduled monuments;
- Listed buildings;
- Area of Outstanding Natural Beauty (AONB);
- National Park;
- Green Belt;

---

<sup>8</sup> The register description and map can be obtained from , English Heritage Designed Landscapes Team Room 210, 23 Savile Row, London W1S 2ET tel. 020 7973 3542.

- Countryside Character area<sup>9</sup>;
- Site of Special Scientific Interest (SSSI) and other nature conservation designations;
- National Nature Reserve;
- Protected species and their habitats e.g. bats and water voles
- Other nature conservation designations such as SINCs (site of nature conservation interest);
- Public rights of way and national trails;
- Other designations such as common land;
- Environmentally Sensitive Areas, Nitrate Sensitive Areas and other farm land zoning;
- EC structural fund areas and other socio-economic areas such as Less Favoured Areas.

#### *Existing documentation*

The consultants will need to be briefed on existing surveys and plans that will be useful such as:

- Guide books and leaflets;
- Published histories of the site or family e.g. Country Life articles;
- Estate archives, relevant historic estate surveys and maps and landscape paintings and where they are held;
- Current land ownership map;
- Ecological surveys e.g. phase I or II habitat surveys;
- Tree surveys;
- Measured plans of buildings;
- Earlier restoration or conservation plans, heritage landscape management plans, whole farm plans for the historic park and garden and other property e.g. historic house;
- Feasibility studies;
- Condition surveys or quinquennial inspections;
- Visitor and traffic surveys.

#### *Grant conditions*

The consultants will need to be briefed about any relevant grant conditions. The grant conditions may influence the tendering procedure and selection of consultants, consultation procedures and phasing of the work, and the format and presentation of the final plan. Grant bodies are likely to require that their funding is acknowledged in the plan e.g. inclusion of the grant organisation's logo on the front cover.

Grant conditions may also require cross compliance with:

- Public access to the property;
- Access for the disabled;
- Public rights of way statutory duties;
- Provision for educational initiatives;
- MAFF (now DEFRA) codes of good agricultural practice on air, water, soil;
- SSSI management plan and list of potentially damaging operations;
- Management of field boundaries;
- Grazing management to avoid damage by overgrazing or poaching;
- Protection and on-going conservation management of permanent semi-natural pasture and other habitats and their features such as veteran trees;
- Low input management systems regarding use of fertilisers and lime, herbicides, and pesticides, supplementary feeds, modification to or installation of drainage systems, and rolling or chain harrowing;

---

<sup>9</sup> Countryside Commission (1998) *Countryside Character* volumes.



- Scheduled Monument agreements.

#### *Access arrangements for the consultant*

Information on access arrangements will help consultants estimate their fees:

- Access to historic parks and garden (and car parking);
- Location of and access to archives;
- Liaison with estate staff;
- Contact names, addresses and telephone numbers.

#### *Contract terms and conditions*

The following section sets out checklists for contract terms and conditions.

#### *Timing*

The contract will need to run in conjunction with any grant offer. Grant conditions may require the grant body's approval of the brief, and chosen consultant. Costs incurred before grant offer is formally accepted may not be eligible for grant aid. Similarly the grant offer is likely to have an expiry date so the work should be completed well before this date to allow submission of grant claims.

#### *Contract and payment terms*

The brief should define how any variation in terms and conditions will be handled, and termination of the contract. Through the tendering procedure the owner or manager and consultant will need to establish payment terms e.g. what costs will be paid on satisfactory completion of each stage of the plan preparation and any retention sum to be held back until final plan submitted. Grant organisations usually pay in arrears on proof of receipted invoices and they are unlikely to offer grant aid for retrospective costs. The consultant must fulfil all relevant legal obligations and by-laws. The owner or manager should establish terms for publicity, announcements including advertisements and erection of signs on site.

#### *Intellectual property rights and copyright*

Copyright for the plan rests with the author but the contract should specify that the historic park and garden owner and the grant body have a licence to use and reproduce the plan. The consultant will need to be instructed to make sure that copyright for any illustrations, maps or other material is cleared.

The owner may wish to separate sections of the conservation management plan to hold as confidential documents if they contain sensitive business information.

#### *Site hazards*

- The consultant and their employees must comply with the Health and Safety at Work Act 1994;
- The grant applicant or site owner is expected to carry adequate insurance cover for all possible claims;
- The owner should carry appropriate public liability insurance.

#### *The tendering process*

Competitive tendering is recommended to secure the best services and prices. Tendering procedures should ensure fair competition and "like" consultants should be invited to tender. The tendering appraisal should be designed to consider best proposal for preparing the plan and best value for money. The consultants will be pricing their fees and expenses against the plan brief.

Single source tendering may be appropriate for low cost projects where there are benefits in continuity of work or site experience, for technical or artistic reasons (and exclusive rights) and where additional work or service was not included in the original contract and was unforeseeable.

Tendering can be problematic. For complex sites it may be useful to give a provisional budget allocation for the plan to encourage meaningful bids. The grant body specialist officers should be advise on likely costs of individual plans.

Each grant body will have specific tendering requirements and it is strongly recommended to check that the proposed tendering procedure conforms.

The tendering process involves seven stages:

- Preparation of a brief and planning timetable for tendering and letting of contract;
- Drawing up a prospective list of suitable consultants to invite to tender (including checking with consultants to see if they would be interested in tendering);
- Agreeing the brief and list of consultants to invite to tender with the grant body if appropriate;
- Issuing invitations to tender (with brief for the plan);
- Appraisal of the tenders both for the quality of the project proposal and value for money;
- Interviews with consultants;
- Appointment and issue of formal contract.

#### *Tender documents*

The brief will need to set out what information is required in the tender documents submitted by the consultants. In order to appraise the tenders the owner or manager will need to ask the consultants to provide the following information:

- Proposed methodology for preparing the plan;
- Consultation arrangements;
- Programme and timetable for the work;
- Time allocation for each stage of work;
- Time input by each member of the consultant's team;
- Range of professional skills offered;
- Names and CVs for individuals who will prepare the plan;
- Details of any subcontractors;
- Total cost + VAT;
- Day rates for each member of the consultant's team;
- Travel and related expenses;
- Other expenses;
- Plan report production costs;
- Professional indemnity insurance details.

#### *Deadline for tenders and contact details*

The brief will need to specify:

- Closing date for tenders;
- Tender submission procedure;
- Tender appraisal – methodology, quality, suitable experience, costs etc.;
- Author (and organisation) of the brief;
- Contact details if any queries;
- Date of the brief.



### *Choosing consultants*

In selecting consultants to invite to tender for the plan the owner or manager will want to consider individuals or firms with the appropriate complement of skills for the site and type of plan. As illustrated in the brief a wide range of skills could be required. The consultant may need to form a team of in-house experts or subcontracted specialists. The lead consultant should be experienced in organising a multi-disciplinary team. The list below shows the range of expertise that could be needed:

- Garden and designed landscape history;
- Archaeology (including specialist garden archaeology);
- Architectural history;
- Conservation landscape design and new landscape design;
- Conservation engineering;
- Building conservation and new design;
- Ecology and wildlife conservation;
- Land management - agriculture and forestry;
- Heritage management and interpretation;
- Conservation planning;
- Public consultation;
- Community involvement.

The professional bodies such as the Landscape Institute keep lists of registered consultants and firms. The grant bodies may be able to help identify specialist consultants but they will not be able to recommend individual practices. English Heritage can provide a list of consultants who have had experience in drafting and implementing conservation management plans. Please note that as a Government body English Heritage cannot recommend individual consultants.

Other specialists may be needed both in advising on the preparation of the plan, and during implementation stages. For example, an archaeologist may need to be retained on a watching brief on earth working and an horticulturist for advice on detailed planting specifications.

Conservation management plan consultants could also be retained to provide longer term monitoring of the plan, standard of restoration work and independent advice.

### **Funding for conservation management plans**

Further information on these grant schemes can be obtained from the relevant organisations (see useful addresses section).

#### ***English Heritage***

English Heritage offers grants for conservation management plans. Large scale and complex landscape restoration projects will require a two stage approach with a conservation management plan prepared first.

Grants are also available for survey work and park and garden features like grottoes, statues, water features and ornamental structural planting.

### ***Countryside Stewardship***

Countryside Stewardship offers owners a 10 year management agreement with a programme of grant aided capital works. There is a special option for historic parkland. Eligible costs can include restoration plans.

### ***Heritage Lottery Fund***

The Heritage Lottery Fund will offer grant aid towards the cost of preparing a plan as part of an application for restoring parks and gardens. For large scale and complex restoration projects the Heritage Lottery Fund encourages a two stage application. There is a special Urban Parks Programme.

### ***The Countryside Agency***

Grant aid towards plans is sometimes available for sites such as heritage landscapes.

### ***English Nature***

Grants are available for plans to help manage sites of special scientific interest and features such as veteran trees.

### **Local authorities and county gardens trusts**

For parks and gardens of local significance the relevant local authority and county gardens trust may be able to offer advice on the site, its restoration and sources of funding.



## References

Australia ICOMOS Inc. (1999) *The Burra Charter – the Australia ICOMOS Charter for Places of Cultural Significance*.

Kate Clark (1999) *Conservation Plans in Action. Proceedings of the Oxford Conference*. London: English Heritage.

Kate Clark (2001) *Informed Conservation. Understanding historic buildings and their landscapes for conservation*. London: English Heritage.

Hazel Conway (1996) *Public Parks*

CAG Consultants and Land Use Consultants (2001) *Quality of Life Capital. Managing environmental, social and economic benefits*. A joint Countryside Agency, English Heritage, English Nature, Environment Agency publication. See *Application guide. Managing change on individual sites*. Cheltenham: Countryside Agency.

Countryside Commission (1998) *Countryside Character* volumes. Cheltenham: Countryside Commission, now Countryside Agency.

Countryside Commission (1998) *Guidelines for Countryside Recreation Project Appraisal. Working Paper*. Cheltenham: Countryside Commission, now Countryside Agency

English Heritage (1998) *The Register of Parks and Gardens*. London: English Heritage.

English Heritage (2001) *Enabling development and the conservation of heritage assets*. London: English Heritage.

English Nature. (1998) *UK Biodiversity Group Tranche 2 Action Plans Volume II –terrestrial and freshwater habitats*. Includes Lowland wood-pasture and parkland habitat action plan. Published on behalf of the UK Biodiversity Group. Peterborough: English Nature.

Fieldfare Trust (1997) *BT Countryside for all. Standards and Guidelines. A good practice guide to disabled people's access in the countryside*. Sheffield: Fieldfare Trust.

Jeanette Hall (2000) *Veteran Trees. A guide to grants*. A Veteran Trees Initiative publication. Peterborough: English Nature.

Heritage Lottery Fund (1998) *Conservation Plans for historic Places*. London: Heritage Lottery Fund.

Heritage Lottery Fund (1998) *Preparing your business plan for a capital project*. London: Heritage Lottery Fund.

David Lambert, Peter Goodchild and Judith Roberts (1995) *Researching a Garden's History: A Guide to Documentary and Published Sources*. Reigate: Landscape Design Trust.

James S. Kerr (1996) *The Conservation Plan: a guide to the preparation of Conservation Plans for places of European cultural significance*. 4<sup>th</sup> edition. Sydney: The National Trust of Australia (NSW).

Sheena Mackellar Goulty (1993) *Heritage Gardens. Care, Conservation and Management*. London: Routledge.

MAFF, now DEFRA (revised 1998) *Code of Good Agricultural Practice of Air, Water, and Soil*. London: MAFF, now DEFRA.

Helen Read (1999) *Veteran Trees – a guide to good management*. A Veteran Trees Initiative prepared by English Nature, English Heritage and the Countryside Agency. Peterborough: English Nature.

Spon (2001 and annual updates) *Landscape and external works price book*. SMM7 London: Spon Ltd.

Woudstra, J. and Fieldhouse, K (editors) (200) *The regeneration of public parks*. Reigate: Landscape Design Trust.

Tom Wright (1982) *Large Gardens and Parks. Maintenance, Management and Design*. London: Granada.



## Useful addresses

### *English Heritage*

English Heritage  
23 Savile Row  
London W1S 2ET  
020 7973 3000  
020 7973 3001

Gardens and Landscape Team Room 332  
[aris.georgiou@english-heritage.org.uk](mailto:aris.georgiou@english-heritage.org.uk)

Designed Landscape Team Room 210  
[david.conway@english-heritage.org.uk](mailto:david.conway@english-heritage.org.uk)

### *English Heritage Regional Landscape Architects:*

London: Drew Bennellick  
23 Savile Row  
London SW1S 2ET  
Tel. 020 7973 3488  
Fax. 020 7973 3792  
[drew.bennellick@english-heritage.org.uk](mailto:drew.bennellick@english-heritage.org.uk)

South East: Virginia Hinze  
195-205 High Street  
Guildford  
Surrey GU1 3EH  
Tel. 01483 252043  
Fax 01483 252061  
[virginia.hinze@english-heritage.org.uk](mailto:virginia.hinze@english-heritage.org.uk)

South West: Kim Auston  
29/30 Queen Square  
Bristol BS1 4ND  
Tel. 0117 975 2296  
Fax 0117 975 0701  
[kim.auston@english-heritage.org.uk](mailto:kim.auston@english-heritage.org.uk)

East and West Midlands, East of England: Kunigunda Gough  
112 Colmore Row  
Birmingham B3 3AG  
Tel. 0121 625 6840  
Fax 0121 625 6821  
[kuni.gough@english-heritage.org.uk](mailto:kuni.gough@english-heritage.org.uk)

North East, North West, and Yorkshire: Andrew Wimble  
37 Tanner Row  
York YO1 6WP  
Tel. 01904 601970  
Fax 01904 601999  
[andrew.wimble@english-heritage.org.uk](mailto:andrew.wimble@english-heritage.org.uk)

For English Heritage grants and insurance advice publications please see *Catalogue of Free Conservation Publications*

English Heritage Customer Services  
PO Box 569  
Swindon SN2 2YR  
Tel. 01793 414910  
Fax 01793 414926  
<http://www.english-heritage.org.uk>



CABE  
Commission for the Built Environment  
The Tower Building  
11 York Road  
London SE1 7NX  
Tel. 020 79760 2400  
Fax 020 7690 2444  
<http://cabe.org.uk>

The Countryside Agency  
John Dower House  
Crescent Place  
Cheltenham  
Gloucestershire GL50 3RA  
Tel. 01242 521381  
Fax 01242 584270

<http://www.countryside.gov.uk>

The Countryside Agency Publications  
PO Box 125  
Wetherby  
West Yorkshire LS23 7EP  
Tel. 0870 1206466  
Fax 0870 1206467

Department for Environment, Farming and Rural Affairs (DEFRA) Publications  
Admail 6000  
London SW1A 2XX  
Tel. 08459 556000  
<http://www.defra.gov.uk>

English Nature  
Northminster House  
Peterborough PE1 1UA  
Tel. 01733 455000  
Fax 01733 568834  
<http://www.english-nature.org.uk>

English Nature publications  
PO Box 1995  
Wetherby  
West Yorkshire LS23 7XX  
Tel. 0870 1214 177  
Fax 0870 1214 178  
[English-nature@twoten.press.net](mailto:English-nature@twoten.press.net)

Sport England  
116 Upper Woburn Place  
London WC1H 0QP  
Tel. 0845 764 9649  
<http://www.sportengland.org>

Cadw  
Cathays Parks  
Cardiff CF10 3NQ  
Tel. 029 2050 0200  
Fax 029 2082 6375  
<http://www.cadw.wales.gov.uk>

Historic Scotland  
Longmore House  
Salisbury Place  
Edinburgh EH9 1SH  
Tel 0131 668 8600  
<http://www.historic-scotland.gov.uk>

Heritage Lottery Fund  
7 Holbein Place  
London SW1W 8NR  
Tel. 0207591 6000  
Fax 020 7591 6001  
<http://www.hlf.org.uk>

Local Government Association  
Smith Square  
London SW1P 3HZ  
Tel. 020 7664 3000  
Fax 020 7664 3030  
<http://lga.gov.uk>



Association of Garden Trusts  
70 Cowcross Street  
London EC1M 6BP  
Tel. 020 7251 2610  
<http://www.gardentrusts.co.uk>

Garden History Society  
70 Cowcross Street  
London EC1M 6BP  
Tel. 020 7608 2409  
Fax 020 7490 2974  
<http://www.gardenhistorysociety.org.uk>

Fieldfare Trust  
67a The Wicker  
Sheffield S3 8HT  
Tel. 0114 270 1668  
<http://fieldfare.org.uk>

ILAM  
Institute of Leisure and Amenity Managers  
ILAM House  
Lower Basildon  
Reading RG8 9NE  
Tel. 01491 874800  
Fax 01491 874801  
<http://ilam.co.uk>

ICOMOS-UK  
International Committee on Monuments & Sites  
10 Barley Mow Passage  
London W4 4PH  
Tel. 020 8994 6477  
Fax 020 8994 8464  
<http://www.icomos.org>

Landscape Design Trust  
13a West Street  
Reigate  
Surrey RH2 9BL  
Tel. 01737 225374  
<http://www.landscape.co.uk>

## Gazetteer proforma

|                                                             |  |
|-------------------------------------------------------------|--|
| <i>Name of HISTORIC PARK AND GARDEN</i><br><b>GAZETTEER</b> |  |
| <i>Number/location reference:</i>                           |  |
| <i>Feature:</i>                                             |  |
| <i>Description</i>                                          |  |
| <i>Date (if known)</i>                                      |  |
| <i>Dcoumentary history/designer</i>                         |  |
| <i>Condition and current management levels</i>              |  |
| <i>Integrity</i>                                            |  |
| <i>Significance</i>                                         |  |
| <i>Issues</i>                                               |  |
| <i>Sources</i>                                              |  |



## Landscape restoration work programme proforma

| <i>Name of HISTORIC PARK AND GARDEN</i><br><b>LANDSCAPE RESTORATION PROGRAMME: Years 0-5</b>                                     |                                                                              |                                  |          |          |          |          |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------|----------|----------|----------|----------|
| Year 0 = 20__ / __<br>Year 1 = 20__ / __<br>Year 2 = 20__ / __<br>Year 3 = 20__ / __<br>Year 4 = 20__ / __<br>Year 5 = 20__ / __ |                                                                              |                                  |          |          |          |          |
| <i>Map<br/>Ref.</i>                                                                                                              | <i>Character area<br/>Description of tasks and projects to be undertaken</i> | <i>Proposed<br/>project year</i> |          |          |          |          |
|                                                                                                                                  |                                                                              | <i>1</i>                         | <i>2</i> | <i>3</i> | <i>4</i> | <i>5</i> |
|                                                                                                                                  |                                                                              |                                  |          |          |          |          |
|                                                                                                                                  |                                                                              |                                  |          |          |          |          |
|                                                                                                                                  |                                                                              |                                  |          |          |          |          |
|                                                                                                                                  |                                                                              |                                  |          |          |          |          |
|                                                                                                                                  |                                                                              |                                  |          |          |          |          |

# Maintenance checklist for parks and gardens proforma

| Name of HISTORIC PARK AND GARDEN                                                                               |                                                                                                                                                             |                               |   |   |   |   |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---|---|---|---|
| LANDSCAPE MAINTENANCE CHECKLIST: Years 0-5                                                                     |                                                                                                                                                             |                               |   |   |   |   |
| Year 0 = 20__/_<br>Year 1 = 20__/_<br>Year 2 = 20__/_<br>Year 3 = 20__/_<br>Year 4 = 20__/_<br>Year 5 = 20__/_ |                                                                                                                                                             |                               |   |   |   |   |
| Establishment and maintenance of landscape features                                                            | Schedule of maintenance operations                                                                                                                          | Maintenance programme by year |   |   |   |   |
|                                                                                                                |                                                                                                                                                             | 1                             | 2 | 3 | 4 | 5 |
| Trees, specimens, avenues, woods                                                                               | % healthy growth, epicormic growth, weed control, protection, watering, thinning, pruning, felling, stump treatment, tree surgery, health or safety checks  |                               |   |   |   |   |
| Shrubberies, hedging, other ornamental planting                                                                | % healthy growth, staking, weed control, protection, watering, thinning, pruning, clean out dead wood and rubbish from base of shrubs and hedges            |                               |   |   |   |   |
| Grass swards – short, medium, long                                                                             | % healthy growth, weed control (ragwort, bracken, Japanese Knotweed, thistles, Alexanders ( <i>Smyrniolum olusatrum</i> ), cutting, mowing, grazing regimes |                               |   |   |   |   |
| Boundaries – fences, walls, balustrades, ha-has, hedges etc                                                    | Tensioned, rails and posts maintained or replaced, painted, stock proof, walls upright, capping, hedges established, cut or laid                            |                               |   |   |   |   |
| Paths, drives, steps, ramps etc                                                                                | Surfaces even, stable, level or to falls, safe, clean, pointed, performance of drains or gulleys or edging, base sinking or heaving or cracking             |                               |   |   |   |   |



|                                                                                                       |                                                                                                                                                 |  |  |  |  |  |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| Animal control                                                                                        | Control of rabbits, squirrel, deer, water fowl, moles etc to agreed levels or sufficient to enable establishment of plants or swards            |  |  |  |  |  |
| Drainage                                                                                              | Performance of land or surface water drains, gulleys, ditches, silt traps, etc                                                                  |  |  |  |  |  |
| Lakes, ponds and pools                                                                                | Water supply and levels, marginal slumping, leaking, weed growth on margins or in the water, silting, water quality                             |  |  |  |  |  |
| Water features – fountains, cascades etc                                                              | Water supply and volume, inlets, outlets, nozzles, pumps, switching etc                                                                         |  |  |  |  |  |
| Decorative features – ornamental and un-roofed garden structures                                      | In situ, fixed or upright, structure sound, clean of graffiti                                                                                   |  |  |  |  |  |
| Roofed garden buildings – including glass houses                                                      | Separate maintenance checklist for buildings<br><br>Quinquennial inspection                                                                     |  |  |  |  |  |
| Security – wardens, barriers, systems, lighting, health and safety at work issues, safety of visitors | Systems in place and operating, statutory duties carried out, levels of vandalism controlled, use and storage of pesticides, working conditions |  |  |  |  |  |
| Public access                                                                                         | Opening times and access areas promoted and signed, public rights of way statutory duties carried out, car parks, litter                        |  |  |  |  |  |
| Staff development and training                                                                        | Formal training and other opportunities                                                                                                         |  |  |  |  |  |

## DEFINITIONS

### Extract from *The Burra Charter*

### *The Australia ICOMOS Charter for Places of Cultural Significance*

## Articles

### Article 1. Definitions

For the purposes of this Charter:

1.1 *Place* means site, area, land, landscape, building or other work, group of buildings or other works, and may include components, contents, spaces and views.

1.2 *Cultural significance* means aesthetic, historic, scientific, social or spiritual value for past, present or future generations.

Cultural significance is embodied in the *place* itself, its *fabric*, *setting*, *use*, *associations*, *meanings*, records, *related places* and *related objects*.

Places may have a range of values for different individuals or groups.

1.3 *Fabric* means all the physical material of the *place* including components, fixtures, contents, and objects.

1.4 *Conservation* means all the processes of looking after a *place* so as to retain its *cultural significance*.

1.5 *Maintenance* means the continuous protective care of the *fabric* and *setting* of a *place*, and is to be distinguished from repair. Repair involves *restoration* or *reconstruction*.

1.6 *Preservation* means maintaining the *fabric* of a *place* in its existing state and retarding deterioration.

1.7 *Restoration* means returning the existing *fabric* of a *place* to a known earlier state by removing accretions or by reassembling existing components without the introduction of new material.

1.8 *Reconstruction* means returning a *place* to a known earlier state and is distinguished from *restoration* by the introduction of new material into the *fabric*.

1.9 *Adaptation* means modifying a *place* to suit the existing *use* or a proposed use.

1.10 *Use* means the functions of a place, as well as the activities and practices that may occur at the place.

1.11 *Compatible use* means a *use* which respects the *cultural significance* of a *place*. Such a use involves no, or minimal, impact on cultural significance.

1.12 *Setting* means the area around a *place*, which may include the visual catchment.

1.13 *Related place* means a *place* that contributes to the *cultural significance* of another place.

1.14 *Related object* means an object that contributes to the *cultural significance* of a *place* but is not at the place.

1.15 *Associations* mean the special connections that exist between people and a *place*.



1.16 *Meanings* denote what a *place* signifies, indicates, evokes or expresses.

1.17 *Interpretation* means all the ways of presenting the *cultural significance* of a *place*.

*Landscape maintenance* is the routine, day to day or week by week operations involved in the upkeep of gardens and parks such as grass mowing, or the clipping and pruning of hedges and shrubs. (Tom Wright, 1982)

*Landscape management* is concerned with the longer term planning and policies and the organisation of staff and equipment to achieve efficient maintenance. Long term decisions about vegetation e.g. replanting of avenues will also be a factor (Tom Wright, 1982)



## HISTORIC ROYAL PALACES

With compliments  
Hampton Court Palace, Surrey KT8 9AU



# ELIZABETH THE SECOND

by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Our other Realms and Territories Queen,  
Head of the Commonwealth, Defender of the Faith:

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING!

WHEREAS it has been represented to Us that there should be established an independent body with the objects of managing Our Fortresses and Palaces at the Tower of London, Hampton Court, Kensington, Kew and Whitehall:

AND WHEREAS it has been represented to Us that for the purpose of carrying out the said objects it is expedient that the said body should be incorporated:

AND WHEREAS We, having taken the said representations into Our Royal Consideration, are minded to grant a Charter containing such provisions as seem to Us right and suitable:

NOW THEREFORE KNOW YE that We, by virtue of Our Prerogative Royal have of Our especial grace, certain knowledge and mere motion willed and ordained and by these Presents do for Us, Our Heirs and Successors will and ordain as follows:-

1. The Fortresses and Palaces to which this Our Charter refers (hereinafter referred to as "the Palaces") are:
  - (a) the Tower of London;
  - (b) Hampton Court Palace;

- (c) the State Apartments and Orangery at Kensington Palace;

- (d) the Banqueting House, Whitehall; and

- (e) Kew Palace with Queen Charlotte's Cottage

together with their associated gardens, lands and contents other than the collection of the Royal Armouries.

2. (1) The Chairman and other trustees hereinafter mentioned and their successors appointed in accordance with this Our Charter are hereby constituted and from henceforth for ever shall be one Body Corporate under the name of the "Historic Royal Palaces" (hereinafter referred to as "the Trust").  
(2) The Trust shall have perpetual succession and a Common Seal, with power to break, alter and make anew the said Seal from time to time at its will and pleasure and by its name shall and may sue and be sued in all courts and in all manner of actions and suits.
3. (1) The objects of the Trust shall be, for the benefit of the nation:
  - (a) to administer, conserve, renovate, repair, maintain and improve the Palaces to a high standard consistent with their status as buildings of Royal, historic and architectural importance; and



- (b) to educate and inform the understanding of the public about the Palaces and the skills required for their conservation by providing public access, by exhibition, by the preparation of records, catalogues and inventories, by research and by publication and by such other means as are appropriate.
- (2) In the event that objects (a) and (b) above are not capable of being carried out by the Trust or where a surplus of income exists beyond that required to achieve objects (a) and (b) there shall be the secondary object, namely, to conserve, maintain and assist in the presentation for the benefit of the nation at large of any other land, palace, building, artefact or collection of Royal and historic or architectural importance held in Right of the Crown by such means as the Trustees decide are appropriate.
4. In furtherance of its objects the Trust shall be entitled to –
- (a) generate income from entrance charges, fees, subscriptions, commercial activities or any other lawful method;
  - (b) provide education, instruction and advice;
  - (c) promote and carry out research;
  - (d) publish and distribute gratuitously or otherwise any books, pamphlets, leaflets, advertisements or other literature and to hold public meetings, lectures, exhibitions and entertainments;
  - (e) enter into contracts and other agreements;
  - (f) appoint officers and employ staff;
  - (g) acquire and dispose of land and other property, save that the Palaces themselves may not be alienated other than to any extent permitted by the Crown Lands Acts;
  - (h) insure property and take out policies in respect of statutory insurance obligations;
  - (i) accept gifts and bequests of money or any property including property upon special trust;
  - (j) establish companies and enter into trusts;
  - (k) set aside reserves of capital for special purposes, deposit or invest money;
- (l) delegate investment discretion to investment managers and invest in the names of nominees;
  - (m) meet the costs of forming the Trust;
  - (n) co-operate with other bodies in furtherance of its objects;
  - (o) borrow money and give security with the consent of Our Secretary of State, save that no security may be given over the Palaces themselves; and
  - (p) generally do all matters and things incidental or appertaining to a charitable corporation.
5. Subject to Article 8, all moneys and property howsoever received by the Trust including any moneys voted by Parliament shall be applied solely towards the promotion of the objects of the Trust and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the trustees.
6. (1) The Trust shall consist of a Chairman and eight other trustees.  
 (2) The Chairman shall be appointed by Us acting on the advice of Our Secretary of State.  
 (3) Three other trustees shall be appointed by Us.  
 (4) Five other trustees shall be appointed by Our Secretary of State provided that one of those appointed by Our Secretary of State shall be, by virtue of his office, the Constable of the Tower of London for the time being.  
 (5) In appointing trustees We and Our Secretary of State expect to have regard to the desirability of the person's having knowledge or experience of the Palaces and their heritage, the conservation of historic buildings and pictures and works of art, the management and presentation of historic buildings, the promotion of tourism and marketing, finance and business and the management of industrial relations or any other experience which may be useful to the Trust in discharging its functions.
7. (1) Trustees shall hold and vacate office in accordance with the terms of their appointment, as may be determined by the Appropriate Person. Each trustee will be appointed for a period of up to three years and may be reappointed, although reappointments are not automatic and the



performance of post-holders should be reviewed before any decision is taken. Second reappointments should be made only exceptionally.

- (2) Every new or reappointed trustee shall, before acting as a trustee of the Trust, sign in the Minute Book of the Trust a declaration of acceptance and willingness to act or to continue to act in that capacity.
- (3) A trustee may at any time by notice in writing to the Chairman of the Trust and the Appropriate Person resign from office.
- (4) Notwithstanding the provisions of Clause (1) above and the terms of his or her appointment, a trustee may at any time by notice in writing given under the hand of the Appropriate Person be removed as a trustee if he or she:
  - (i) has become bankrupt or made an arrangement with his or her creditors (or in Scotland has had his or her estate sequestrated or has made a trust deed for the behoof of creditors or a composition contract);
  - (ii) has been absent from meetings of the trustees for more than half the trustees meetings in the twelve month period immediately preceding the notice;
  - (iii) is found guilty of a criminal offence involving dishonesty; or
  - (iv) in the opinion of a two-thirds majority of the trustees, is medically unfit or otherwise unable to discharge the functions of a trustee or is unsuitable to continue as a trustee.
- (5) In this Article references to "the Appropriate Person" are, in respect of:
  - (a) trustees appointed by Us, Ourselves;
  - (b) trustees appointed by Our Secretary of State, Our Secretary of State; and
  - (c) the Chairman, Ourselves acting on the advice of Our Secretary of State.
8. The Trust shall not make to trustees any payment by way of remuneration for their services as a trustee except
  - (a) expenses reasonably incurred in the performance of such services; and

- (b) to any trustee who possesses specialist skills or knowledge required by the Trust for its proper administration, of reasonable charges for work of that nature done by him or her, or by his firm or her firm, when instructed by the Trust to act on its behalf, provided that at no time shall a majority of the trustees benefit under this provision, and the trustee shall withdraw from any meeting whilst his or her own instruction or remuneration, or that of his or her firm, is being discussed, and shall have no vote on the matter.

9. (1) The Trust may act notwithstanding a vacancy among its trustees and the validity of any proceedings of the Trust shall not be affected by any defect in the appointment of a trustee.
- (2) Subject to Article 16, the Trust shall have a quorum of four trustees present at a meeting provided that the Chairman or both a trustee appointed by Our Secretary of State and a trustee appointed by Ourselves are present.
10. (1) Subject to Article 9(2), the Trust may regulate its own procedure.
- (2) In doing so, it may make arrangements for any of its functions to be discharged by committees.
- (3) Any committee shall be appointed, and may be dissolved, by the Trust and may include as members persons who are not trustees, but at least two of the members (including the committee's chairman) must be trustees.
- (4) A committee shall act and conduct its business in accordance with such directions as the Trust may make from time to time.
- (5) Anything done by a committee under the arrangements shall have effect as if done by the Trust if the arrangements so provide and a trustee was present at the meeting at which the committee resolved to do that thing.
11. (1) The Trust shall appoint a Chief Executive, who shall be the principal administrative officer of the Trust, and who may appoint such other officers and take into the Trust's employment such other persons as he or she may from time to time consider necessary for the efficient performance of the Trust's functions and transaction of its business. The approval of Our Secretary of State in respect of the individual appointed as Chief Executive shall be required.



- (2) The Trust may
- (a) pay to its officers and other persons employed by it such remuneration as it may from time to time determine; and
  - (b) as regards any officers or other persons employed in whose case it may be determined by the Trust pay to or in respect of them such pensions, allowances or gratuities as may be so determined, make such payments towards the provision of these matters, or provide, maintain or support such schemes (whether contributory or not) for the payment of the same as may be so determined.
12. The Trust shall keep proper accounts and other records, and shall prepare for each financial year statements of account in such form as Our Secretary of State with the approval of the Lords Commissioners of Our Treasury may direct and submit these statements of account to Our Secretary of State at such time as Our Secretary of State may direct in order that these statements of account may be laid before both Houses of Parliament.
13. The Trust shall make to Us and to Our Secretary of State in such form and at such time as Our Secretary of State may direct a report on the exercise and performance by the Trust of its functions during that year and of plans for its future activities and performance.
14. The application of the Seal of the Trust shall be authenticated by the signatures of the Chairman or of some other trustee authorised generally or specially by the Trust to act for that purpose, and of one of such officers of the Trust as may be so authorised by the Trust so to act.
15. The records of the Trust generated by its fulfilment of the objects referred to in Article 3(1) of this Our Charter shall be treated as public records under the

terms of the Public Records Act 1958 as amended or re-enacted from time to time.

16. Subject to Article 9(2), the Trust may by resolution in that behalf passed at a meeting of the Trust by a majority of not less than three-quarters of the trustees present and voting (being an absolute majority of the whole number of the trustees) add to, amend or revoke any of the provisions of this Our Charter, and such addition, amendment or revocation, when allowed by Us, Our Heirs or Successors in Council, shall become effectual, so that this Our Charter shall thenceforward continue and operate as though it had been originally granted and made accordingly, provided that such amendment, addition or revocation shall not enable the funds of the Trust to be applied for non-charitable purposes. This provision shall apply to this Our Charter as added to or amended in the manner aforesaid.
17. In this Our Charter
- (a) references to We, Ourselves and Us include Our Heirs and Successors;
  - (b) references to Our Secretary of State are to Our Secretary of State for Culture, Media and Sport;
  - (c) words importing the singular include the plural and vice versa;
  - (d) the word "person" includes bodies corporate and firms.

IN WITNESS whereof We have caused these Our Letters to be made Patent.

WITNESS Ourselves at Westminster the                      day of  
the                      year of Our Reign.

in

BY WARRANT UNDER THE QUEEN'S SIGN MANUAL



FINANCIAL MEMORANDUM BETWEEN THE DEPARTMENT FOR CULTURE, MEDIA AND  
SPORT AND HISTORIC ROYAL PALACES

| Contents                                                                | Page |
|-------------------------------------------------------------------------|------|
| INTRODUCTION.....                                                       | 2    |
| DEFINITIONS.....                                                        | 2    |
| EFFECTIVE DATE AND REVIEW DATE.....                                     | 3    |
| THE DEPARTMENT FOR CULTURE, MEDIA AND SPORT ACCOUNTING OFFICER....      | 3    |
| THE ACCOUNTING OFFICER FOR THE TRUST.....                               | 4    |
| GENERAL RESPONSIBILITIES OF THE BOARD.....                              | 6    |
| PLANNING, CONTROL AND REPORTING.....                                    | 6    |
| GRANT-IN-AID.....                                                       | 7    |
| ANNUAL REPORT AND ACCOUNTS.....                                         | 7    |
| PROCUREMENT OF GOODS AND SERVICES.....                                  | 8    |
| FINANCE - GENERAL.....                                                  | 8    |
| EMPLOYMENT OF STAFF.....                                                | 11   |
| REVIEWS.....                                                            | 11   |
| INFORMATION.....                                                        | 12   |
| REVISION, COMPLIANCE AND INTERPRETATION.....                            | 12   |
| ANNEX: ADDITIONAL CONDITIONS IN YEARS IN WHICH GRANT-IN-AID IS PAID.... | 13   |

# FINANCIAL MEMORANDUM FOR HISTORIC ROYAL PALACES

## INTRODUCTION

1. This Memorandum sets out the financial arrangements for Historic Royal Palaces ("the Trust") as agreed with the Secretary of State for Culture, Media and Sport. The Secretary of State has contracted out his responsibility for the Historic Royal Palaces under the Crown Lands Act 1851 by means of a Contract for services in respect of the care, conservation and presentation to the public of the Historic Royal Palaces by virtue of an Order under Section 69 of the Deregulation and Contracting Out Act 1994. Performance targets are agreed annually with the Secretary of State and included in a Corporate Plan.

## DEFINITIONS

2. In these financial arrangements:

"the Accounts" means the Trust's annual accounts

"the Board" means the Board of Trustees of the Trust

"the Contract" means the contract made between the Secretary of State (1) the Trust (2) and Historic Royal Palaces Enterprises Limited (3) for the provision of services in respect of the care, conservation and presentation to the public of the Historic Royal Palaces

"the DCMS" means the Department for Culture, Media and Sport

"the Royal Charter" means the Royal Charter establishing the Trust as a body corporate

"the Secretary of State" means the Secretary of State for Culture, Media and Sport

"the Trust" means Historic Royal Palaces



"Grant-in-Aid" means the cash allocation of moneys voted by Parliament

"Year" means a period of 12 months beginning on 1 April and ending on the following 31 March.

3. The provisions set out below do not alter any functions, duties, powers or restrictions imposed on the Board by legislation. They are in addition to, and not in substitution for, the Royal Charter and the Contract.

4. References to the Trust throughout this Memorandum assume the allocation of responsibilities between the Board, the Chief Executive as Accounting Officer, and other staff of the Trust as appropriate.

#### **EFFECTIVE DATE AND REVIEW DATE**

5. These financial arrangements shall be read in conjunction with the Royal Charter and the Contract and, subject to the requirements of those documents, shall have effect from 1 April 1998 until such time as the DCMS shall give notice to the Board in writing. These arrangements will be reviewed periodically, but no later than 31 March 2003.

#### **THE DEPARTMENT FOR CULTURE, MEDIA AND SPORT ACCOUNTING OFFICER**

6. The Permanent Secretary for the DCMS is appointed by HM Treasury as the Department's Accounting Officer (the 'DCMS Accounting Officer') and as such is responsible to the Secretary of State and accountable to Parliament for the proper application of the resources of the Trust generated from public assets. The DCMS Accounting Officer is also responsible for satisfying himself that the financial and other management controls applied by the DCMS are appropriate and sufficient to safeguard public funds; that those being applied by the Trust conform to the requirements of propriety and of good financial management; and that there is an adequate statement of the relationship between the DCMS and the Trust (set out in this Memorandum). He is also responsible for monitoring

compliance with the conditions relating to any Grant-in-Aid paid to the Trust. He is liable to be summoned to appear before the Committee of Public Accounts (PAC) at hearings when matters concerning the Trust are being discussed.

## THE ACCOUNTING OFFICER FOR THE TRUST

7. The Chief Executive is appointed by and responsible to the Board and is designated by the DCMS Accounting Officer as Accounting Officer ("the Trust's Accounting Officer") because of his responsibility for public assets. The Chief Executive will act in accordance with the terms of this Memorandum and of the prevailing edition of the Treasury Memorandum "The Responsibilities of a NDPB Accounting Officer". The Chief Executive will also seek to ensure that there is a high standard of financial management in the Trust; that financial systems and procedures promote the efficient and economical conduct of business and safeguard financial propriety and regularity throughout the Trust; and that the Board takes fully into account, in framing and reaching decisions and in their execution, any possible consequences to the Exchequer. In particular the Chief Executive will:

- i) advise the Board on the discharge of their responsibilities under this Memorandum;
- ii) ensure the economic, efficient and effective management of the Trust's assets and operations in a way which is appropriate for the achievement of its objectives and priorities;
- iii) inform the DCMS Accounting Officer as advised in paragraphs 15 to 18 of the Accounting Officer Memorandum if the Board is contemplating a course of action involving a transaction which he considers would infringe the requirements of propriety or regularity (including the provisions of this Memorandum, any management statement, or other documents setting out the financial duties of the Trust or of "Government Accounting" or other rules governing the conduct of the body);



- iv) personally sign the Accounts, cause records to be maintained relating to the Accounts and make arrangements for internal audit in accordance with the advice set out in the Government Internal Audit Manual and with references to the Board's Audit Committee;
- v) ensure that all funds in the Board's charge are safeguarded and applied only to the purposes of the Trust as set out in the Royal Charter;
- vi) comply with the principles in "Government Accounting", and take account of relevant guidance that the Treasury, Cabinet Office or the DCMS may from time to time issue and any recommendations of the PAC or other Parliamentary Select Committee accepted by the Government;
- vii) ensure that conflicts of interest are avoided, whether in the proceedings of the Board or in the actions or advice of its staff, including himself. In the event of a conflict he should inform the DCMS;
- \* viii) observe all relevant guidance in the booklet "Non-Departmental Public Bodies: A Guide to Departments", and in any successor documents;
- ix) give evidence, when called, to the PAC on matters relating to his responsibilities;
- x) liaise with the DCMS Accounting Officer on matters which arise before the PAC.

8. The Board may delegate to the Trust's Accounting Officer such of their functions under this Memorandum as they deem appropriate. The Trust's Accounting Officer may be assisted in the exercise of his functions by employees or agents of the Trust, but will not assign absolutely to any other person the responsibilities in paragraph 7 above.

## GENERAL RESPONSIBILITIES OF THE BOARD

9. The Board shall take account of any relevant recommendations of the PAC or other Parliamentary authority which are accepted by the Government, whether specific to the Trust or of more general application.

10. The Board shall follow the principles of Government Accounting especially in relation to the NDPB Guide and any other relevant guidance note issued by the DCMS from time to time, particularly in respect of:

a. ensuring that an appropriate system of financial management is introduced and maintained in the light of the guidance given in the NDPB Guide, or successor documents;

b. the provision of adequate access by and collaboration with NAO and the DCMS in the conduct of periodical financial reviews, including financial management surveys.

c. establishing an Audit Committee as a committee of the Board to ensure that proper internal audit arrangements have been put in place within the Trust and to consider reports by its internal and external auditors in accordance with paragraph 21(b) below.

## PLANNING, CONTROL AND REPORTING

11. The Trust will comply with such arrangements for corporate planning and associated matters as set out in the Contract.

12. The Trust will also send to the DCMS any such other information about its existing or proposed activities as the DCMS may from time to time require.

13. All matured and properly authorised invoices must be paid in accordance with the terms of contracts or within 30 days, as provided for in paragraph 21.2.6 of "Government Accounting". The Trust should follow the principles of the "prompt payment" initiative referred to in paragraph 21.2.8 of "Government Accounting".



## GRANT-IN-AID

14. In any year in which Grant-in-Aid is paid to the Trust by the Secretary of State, the conditions in the Annex to this Memorandum will apply.

## ANNUAL REPORT AND ACCOUNTS

15. The Trust shall send to the Secretary of State, not later than a date to be determined each year by the Secretary of State, ten copies of the Annual Report of its proceedings and activities in a form suitable for submission to Parliament by the Secretary of State. The Secretary of State will lay copies of the Annual Report in the libraries of both Houses of Parliament. The Annual Report will include the Trust's audited Accounts.

16. The Trust will keep proper books and other records in relation to the accounts and prepare in respect of each of its financial years, ending on 31 March, a statement of accounts as required by Article 12 of its Royal Charter and following the requirements of the Statement of Recommended Practice for Charities.

17. The Accounts shall give a true and fair view of:

- i the state of the Trust's affairs at the end of the financial year; and
- ii all income of the Trust's and all expenditure for Trust purposes from that income during the financial year.

18. The Accounts specified above shall be examined and certified by the Comptroller and Auditor General save for any element relating to a company established by the Trust which shall be certified by an appropriate external auditor. The Comptroller and Auditor General or persons authorised by the Secretary of State shall have access to all books, documents or papers of the Trust that relate to the accounts. The Comptroller and Auditor General may carry out examinations into the economy, efficiency and effectiveness with which the Trust has used its resources in discharging its functions.

## PROCUREMENT OF GOODS AND SERVICES

19. All purchases of works, equipment, goods and services shall be based on value for money i.e quality, fitness for the purpose and delivery against price. Procurement should be made on the basis of at least three competitive quotations unless there are convincing reasons to the contrary. The Trust shall take steps to appraise the financial standing of potential suppliers. Advice on the application of these principles is contained in the latest guidelines issued by HM Treasury Central Unit on Procurement. The Trust shall inform the DCMS whenever they propose to take single tender action in relation to a contract, the value of which exceeds £25,000, with an explanation of the reasons.

20. The Trust shall, in the light of Treasury's Fees and Charges Guide and Government policy on selling services into wider markets, seek, as far as is possible, to maximise receipts where this does not interfere with its main functions or proposals set out in its corporate plan and Government policy.

## FINANCE - GENERAL

21. The following general provisions will apply:

### Internal controls

- a The Trust will ensure that it maintains an effective framework of internal controls: to provide adequate safeguards against fraud, theft, waste, loss, inefficiency, irregularity or impropriety; to ensure that the Board obtains best use of resources available to it and in securing value for money in all areas; and to ensure that the Trust operates with full regard for efficiency, effectiveness and economy, including that of manpower and resources;

### Audit

- b The Trust is responsible for making suitable arrangements for the provision of internal audit in a manner which represents best value for money. The



objectives, standards and practices of internal audit in the public sector are set out in the Treasury's Government Internal Audit Manual and further guidance is provided in the Government's Information Systems Audit Manual. Following their approval by the Accounting Officer, the Board and the Audit Committee, the Trust will forward to the DCMS copies of its internal auditor's audit needs assessment strategy, annual audit plans and annual internal audit reports on past activity;

### Fraud

- c The Trust should make suitable arrangements to prevent theft and fraud. It will, immediately upon discovery, report to the DCMS any case of attempted, suspected or proven fraud irrespective of the amount involved, and provide an annual report to the Department by end April following the relevant year in the form specified in the annex to Chapter 37 of "Government Accounting";

### Losses and special payments.

- d The Trust shall ensure that a register of all special payments and losses is kept, and that all losses sustained or special payments made are brought to the attention of the DCMS and suitably recorded in the Accounts for each financial year;

### Maintenance of inventories

- e The Trust will ensure that there are arrangements for adequate inventories to be maintained, that adequate stock and stores records and accounts are kept, giving sufficiently detailed information in respect of the objects, stores and equipment;

### Insurance

- f The Trust will ensure that it has the minimum level of insurance required by law and that it is in compliance with Chapter 27 of "Government Accounting";

#### Disposal of land or buildings or other capital assets

- g For situations not covered by the requirements of the Contract, the Trust will follow the guidance in "Government Accounting" and in DAO(GEN)11/96 and paragraph 39 of DAO 3/89 and in any successor documents;

#### Gifts

- h The Trust shall make no gifts unless approved in accordance with the requirements of charity law. Such gifts should not be financed from Grant-in-Aid;

#### Borrowing and lending

- i The Trust may not borrow or lend money, or charge any asset as security, without the consent of the Secretary of State, given with the consent of the Treasury. Any consent may include conditions;

#### Banking

- j The Chief Executive of the Trust is responsible for ensuring that the Trust's banking arrangements are in accordance with the requirements of "Government Accounting" and carried out efficiently, economically and effectively. The Trust should therefore ensure that these arrangements are suitably structured, represent value for money and are reviewed at least every two years, with a review of the entire money handling arrangements, usually leading to competitive tendering, at least every three to five years. The Trust is



responsible for providing such information about banking arrangements as is required to enable the DCMS Accounting Officer to satisfy his responsibilities;

### Indemnities

- k The Trust will ensure that no indemnity is offered in respect of loans of objects except in accordance with the conditions laid down by the DCMS in the Government Indemnity Scheme. Indemnities for the purposes of the scheme may only be issued by the Secretary of State under the terms of the National Heritage Act 1980. It will also ensure that no guarantee, letter or statement of comfort is offered or issued nor any contingent liability (as described in Government Accounting) incurred without the approval of the DCMS, given with the consent of the Treasury;

### Reserves and Surpluses

- l The Trust shall be free to build up reserves and apply surpluses within the parameters set down in the Charter and the Contract. Grant-in-Aid shall not be put into reserves.

### **EMPLOYMENT OF STAFF**

22. The Trust will determine the terms and conditions of employment of its staff and may employ staff in such grades and numbers as it judges fit except that in respect of the performance of the Contract staff will have regard to public sector pay policy as set down from time to time by the Treasury, and subject to paragraphs (vii) and (viii) of the Annex to this Memorandum in the circumstances in which that Annex applies. The Trust will supply the DCMS annually with details of its pay settlements and of the percentage of the total paybill taken up by staff earning £40,000 or more.

## REVIEWS

23. The DCMS may, from time to time, in agreement with the Trust, initiate management reviews, staff inspections and organisation and methods, or similar reviews. Draft reports will be discussed with officers designated by the Trust in order to ensure factual accuracy. The DCMS will expect the Trust to implement the final report recommendations on which the DCMS and the Trust are agreed. It is a requirement of the Cabinet Office and the Treasury that executive NDPBs are reviewed on a formal basis through Financial Management and Policy Reviews at least every five years.

## → INFORMATION

24. The Trust shall provide the DCMS with such information as it may from time to time request, about the organisation and operation of financial control and of its effects. The DCMS shall have the rights of inspection of the Trust's documents at all reasonable times.

## REVISION, COMPLIANCE AND INTERPRETATION

25. After consultation with and the agreement of the Trust, and with the concurrence of Treasury as appropriate, the DCMS may from time to time revise, revoke or add to any of the conditions in this Memorandum.

SIGNED



DATE

1.4.98

for the Department for Culture, Media and Sport

SIGNED

DATE

for Historic Royal Palaces



## ANNEX

Subject to the payment of Grant-in-Aid by the Secretary of State to the Trust, the following conditions will apply in addition to the paragraphs in the main body of the Memorandum in any year in which Grant-in-Aid is paid:

- i. The Trust will submit to the DCMS, by 1 April of the financial year in question and in a format agreed with them, profiles of forecast expenditure from the Grant-in-Aid by month for the following year. These profiles will be updated quarterly and at any time when information emerges that indicates that the spending pattern will be different from that forecast.
- ii. The DCMS will notify the Trust of any Grant-in-Aid allocated for a particular financial year as soon as possible. The amount notified will be subject to Parliamentary approval and will represent a cash limit, subject to any subsequent Voted provision. At the same time the DCMS will give the Trust any such indicative figures as are available for the Grant-in-Aid in future years for the purpose of corporate planning.
- iii. The Trust may incur expenditure out of the Grant-in-Aid without further reference to the Department, subject to any restrictions in this Memorandum.
- iv. Requests for instalments of Grant-in-Aid will be submitted in a form prescribed by the DCMS and will include a signed certification by an official authorised for that purpose by the Trust's Accounting Officer in the following terms:

"I certify that the conditions applying to the Grant-in-Aid have been duly observed in the expenditure of money received to date."
- v. Unless otherwise agreed, payment of Grant-in-Aid shall be by the DCMS in monthly instalments on request, in accordance with need, having regard to the forecast profile provided by the Trust, and to any cash balance available.

vi. Any part of any Grant-in-Aid provision in respect of a particular financial year which has not been paid by the DCMS to the Trust by 31 March in that year will lapse except that under certain circumstances, the capital element of any unissued Grant-in-Aid may be available on application to the DCMS to be carried forward into the next financial year under the End of Year Flexibility (EYF) scheme. The Trust may, subject to need, carry over from one financial year into the next any unexpended balance of the issued Grant-in-Aid as a working balance provided that that unexpended balance does not exceed 2 per cent of that year's Grant-in-Aid.

vii. The annual pay negotiating remit will be subject to the approval of the DCMS, and of the Treasury.

viii. The proportion of the total paybill taken up by those senior managers receiving more than £40,000 will be subject to the agreement of the DCMS.



THIS AGREEMENT is made between:

- (1) The Secretary of State for Culture, Media and Sport ("the Secretary of State")**
- (2) Historic Royal Palaces ("the Trust")**
- and
- (3) Historic Royal Palaces Enterprises Limited ("the Company")**

together referred to as "the Parties"

WHEREAS the body known as the Historic Royal Palaces has been created by Royal Charter for the express purpose, *inter alia*, of managing the historic unoccupied royal palaces as defined in Section 2

AND WHEREAS the Secretary of State having responsibility under the Crown Lands Act 1851 for the care, conservation and presentation to the public of the Palaces has contracted out this responsibility by virtue of an order made under Section 69 of the Deregulation and Contracting Out Act 1994

AND WHEREAS the Trust intends to carry out certain of its functions through the Company, a wholly owned subsidiary of the Trust

**IT IS AGREED THAT**

1. This Form of Agreement (Section 1) together with the attached Conditions (Section 2) and Schedules (Section 3) are the documents which collectively form "the Contract" as defined in Section 2.
2. The Trust hereby contracts with the Secretary of State to manage the Palaces on his behalf under the terms of this Contract and in furtherance of the primary objects set out in the Charter and by virtue of the powers given to the Trust in the Charter.
3. This Contract sets out more particularly the obligations of the Parties in respect of the management of the Palaces and this Contract together with a Financial Memorandum agreed between the Secretary of State and the Trust constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes all prior negotiations, representations or understandings whether written or oral.

SIGNED

For the Secretary of State:

Signature:   
Full name: NIGEL PITTMAN  
Date: 1.4.98

For the Trust:

Signature:.....  
Full name:.....  
Position:.....  
Date:.....

For the Company:

Signature:.....  
Full name:.....  
Position:.....  
Date:.....



## **SECTION 2: CONDITIONS OF CONTRACT**

1. INTERPRETATION
2. DURATION OF CONTRACT
3. SERVICES TO BE PROVIDED
4. STANDARDS OF SERVICES
5. PROVISION OF INFORMATION
6. INTELLECTUAL PROPERTY RIGHTS
7. CONFIDENTIALITY
8. RIGHTS OF OCCUPATION
9. TRANSFER OF ASSETS AND LIABILITIES
10. INDEMNITY AND INSURANCE
11. CORRUPT GIFTS AND PAYMENTS OF COMMISSION
12. UNLAWFUL DISCRIMINATION
13. HEALTH AND SAFETY
14. TRANSFER AND SUB-CONTRACTING
15. SERVICE OF NOTICE AND COMMUNICATIONS
16. SEVERABILITY
17. WAIVER
18. VARIATION
19. NOVATION
20. EVENTS OF DEFAULT
21. INTERMEDIATE REMEDIES
22. TERMINATION OF CONTRACT
23. TRANSFER OF UNDERTAKINGS
24. RE-NEGOTIATION
25. DISPUTE RESOLUTION
26. LAW AND JURISDICTION
27. THE COMPANY

## **SECTION 3 SCHEDULES**

- A. DESCRIPTION OF THE BUILDINGS AND LAND WHICH COMPRISE THE HISTORIC ROYAL PALACES
- B. PERFORMANCE INDICATORS AND TARGETS
- C. CALCULATION OF NET ASSET VALUE

1. INTERPRETATION

1.1 In this Contract:-

"Charter" means the Royal Charter which created the Trust as identified in Section 1.

"Commencement Date" means the date on which Section 1 of the Contract is signed by the Parties.

"Condition" means a condition within the Contract.

"Contract" means this agreement between the Secretary of State, the Trust and the Company which consists of the Form of Agreement (section 1), these Conditions (section 2) and the associated Schedules (section 3).

"Contract Period" means the period of the duration of the Contract in accordance with Condition 2.

"Event of Default" means those events listed at Condition 20.

"Intellectual Property Rights" means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of the above rights, copyright, trade or business names or other similar rights or obligations whether registrable or not in any country including but not limited to the United Kingdom.

"Net Asset Value" means the value given to the assets transferred under this Contract by the formula set out in Schedule C to the Contract.

"Palaces" means the the Tower of London, Hampton Court Palace, the State Apartments and Orangery at Kensington Palace, the Banqueting House, Whitehall and Kew Palace with Queen Charlotte's Cottage as more particularly described and identified by the plans attached at Schedule A.

"Parties" means the Secretary of State, the Trust and the Company as identified in Section 1.

"Person" where the context allows, includes a corporation or an unincorporated association.

"Personnel" means persons directly employed by the Trust or the Company.

"Premises" means land or buildings where the Services are performed.

"Services" means the services set out in Condition 3.



"Trustee" means any individual appointed to serve under the Trust identified in Section 1 of this Contract and includes the Chairman where appropriate.

"Variation" means a properly executed variation to the Contract in compliance with Condition 18.

- 1.2 Where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.

## 2. DURATION OF CONTRACT

The Contract shall take effect on the Commencement Date and shall continue until such time as it is terminated by the terms of this Contract or by operation of law.

## 3. SERVICES TO BE PROVIDED

- 3.1 The Services which the Trust undertakes to provide either directly or through the Company in order to fulfil the responsibilities of the Secretary of State under the Crown Lands Act 1851 are:

- a) the upkeep and maintenance of the Palaces as buildings of state to a standard of repair consistent with the royal, architectural and historic status of the buildings and in a manner which ensures value for money;
- b) the presentation to the public of the Palaces including the provision of visitor services, interpretative aids and other such materials designed to enrich the public's appreciation and understanding of the Palaces in their historical context to a standard consistent with best practice in the public and private sectors;
- c) the provision of adequate security arrangements to preserve the physical integrity of the buildings and grounds which constitute the Palaces (as defined in Schedule A) and the contents therein and to protect against unauthorised entry.

- 3.2 In return for the Services the Secretary of State hereby grants to the Trust and the Company exclusive rights in the management of the Palaces and the receipt of the revenues therefrom, save for income (if any) which qualifies as part of the hereditary revenues of the Crown and is required thereby to be surrendered to the Consolidated Fund.

- 3.3 The Secretary of State warrants to the Trust and the Company that the responsibilities set out in Condition 3.1 are those of the Secretary of State and that he is entitled to grant to the Trust and the Company the rights set out in Condition 3.2.

- 3.4 Income generated by the Trust or the Company in the course of the performance of this Contract shall be applied in furtherance of the objects of the Trust at the discretion of the Trustees provided that at all times the Trustees shall fulfil the Secretary of State's responsibilities arising under the Crown Lands Act 1851 in accordance with Condition 3.1.

#### 4. STANDARDS OF SERVICES

- 4.1 The Trust and the Company shall perform the Services with all due care, skill and diligence.
- 4.2 The Secretary of State shall agree with the Trust each year performance targets covering the following specific matters:
- a) visitor satisfaction
  - b) financial liquidity
  - c) conservation of the fabric
  - d) any other target as shall from time to time be mutually agreed by the Secretary of State and the Trust.
- 4.3 The assessment of the standards of performance of the Contract by the Trust and the Company shall be as set out in the performance indicators and performance targets specified in Schedule B to this Contract. Schedule B may be amended each year.
- 4.4 The Trust shall, on an annual basis, provide the Secretary of State with reports relating to the operational effectiveness of the security arrangements and the health and safety arrangements for the Palaces in the preceding year.
- 4.5 This Condition 4 applies subject to the requirement that the Secretary of State shall not require the Trust to act in any way which conflicts with its charitable status.

#### 5. PROVISION OF INFORMATION

- 5.1 The Trust shall prepare each year a corporate plan covering the following:
- a) an initial appraisal of the previous year's performance
  - b) a business plan for the year immediately ahead
  - c) planning proposals for the subsequent 2 years
- 5.2 A copy of the corporate plan shall be sent to the Secretary of State by 1 April each year.
- 5.3 The Trust shall provide the Secretary of State with such other reports as are required under the provisions of the Charter.



## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Secretary of State assigns to the Trust and the Company for the lifetime of the Contract such Intellectual Property Rights held by him as are necessary for the performance of the Contract.
- 6.2 On termination of the Contract the Trust and the Company shall assign to the Secretary of State all Intellectual Property Rights generated by the Trust and/or the Company in the performance of the Contract as are required for the performance of the obligations of the Secretary of State under the Crown Lands Act 1851 and shall waive all moral rights relating to such material.
- 6.3 The Trust and the Company shall indemnify the Secretary of State against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities arising from or incurred in the use by the Trust and/or the Company of any material other than material referred to in Condition 6.4 which involves any infringement or alleged infringement of the Intellectual Property Rights of any third party.
- 6.4 The Secretary of State shall indemnify the Trust and the Company against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities arising from or incurred in the use by the Trust and/or the Company of any material supplied to them for use by the Secretary of State which involves any infringement or alleged infringement of the Intellectual Property Rights of any third party.
- 6.5 Where any claim is made by a third party in respect of material referred to in Condition 6.3 or 6.4, the Party which is required to provide an indemnity under those provisions shall have the right to conduct, or take over the conduct of, the defence to the claim and to any proceedings or action brought by the third party.

## 7. CONFIDENTIALITY

### 7.1. Each Party -

- a) shall treat as confidential all information obtained from the other Party under or in connection with the Contract;
- b) shall not disclose any of that information to any third party without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract; and
- c) shall not use any of that information otherwise than for the purposes of the Contract.



- 7.2 The provisions of the foregoing Condition 7.1 shall be subject to any requirements to make information available to the relevant bodies for the purposes of Parliamentary scrutiny or by law or under the terms of the Charter.

## 8 RIGHTS OF OCCUPATION

- 8.1 The Secretary of State hereby licenses the Trust and the Company through their Personnel to enter and occupy the Palaces for the purposes of this Contract and only for so long as this Contract subsists.

- 8.2 The Secretary of State further authorises the Trust or the Company (as appropriate) to grant contractual sub-licences to all third parties who require entrance to and occupation of the Palaces in pursuance of contractual agreements with the said third parties made by the Trust or the Company in furtherance of their obligations under this Contract or with a view to raising funds for that purpose.

## 9. TRANSFERS OF ASSETS AND LIABILITIES

- 9.1 All existing assets, liabilities and contractual obligations which are held or owed by or to the Secretary of State in connection with and for the purposes of the Palaces and their management will be transferred to the Trust and the Company with effect from the Commencement Date in accordance with Schedule C to this Contract. The effect of termination of the Contract on assets, liabilities and contractual obligations existing at the time of termination is as set out in Conditions 22.3 and 22.4 of this Contract. For the avoidance of doubt, the assets owned by the Secretary of State do not include:

- a) that part of the Royal Collection which is kept in the Palaces;
- b) items in the Royal Ceremonial Dress Collection kept in the Palaces on loan from the Queen's Private Office, The Queen Mother's Private Office and Central Chancery; and
- c) items in the Royal Ceremonial Dress Collection or otherwise kept in the Palaces on loan from other persons and bodies.

- 9.2 The Net Asset Value as at the Commencement Date ("the Initial Net Asset Value") shall be calculated in accordance with the formula set out in Schedule C to this Contract.

- 9.3 The Secretary of State agrees to grant to the Trust upon the Commencement Date the sum of £3,000,000 and to grant to the Company upon the Commencement Date the sum of £500,000.



- 9.4 The Trust agrees to observe the provisions of the Financial Memorandum agreed between itself and the Secretary of State ("the Financial Memorandum").

10. INDEMNITY AND INSURANCE

- 10.1 The Trust or the Company (as appropriate) shall indemnify the Secretary of State to the extent of their insurance cover under Condition 10.2(a) below against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury, or loss of or damage to property, which is caused directly or indirectly by any act or omission of the Trust or the Company or arises howsoever on the Premises managed by the Trust and the Company.
- 10.2 The Trust or the Company (as appropriate) shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of:
- a) risks which may be incurred by the Trust or the Company, arising out of the Trust's and/or the Company's performance of the Contract, in respect of death or personal injury, or loss or damage to property of third parties other than the Sovereign due to the wilful default or negligence of the Trust and/or the Company as set out in the Financial Memorandum subject to the overall maximum liability specified in the Financial Memorandum; and
  - b) such other risks in relation to such property and to such standard as may from time to time be specified in the Financial Memorandum.
- 10.3 The amount of the maximum liability specified in Condition 10.2 (a) shall be the subject of a review every three years and the Secretary of State and the Trust shall negotiate in good faith with a view to reaching agreement on any necessary revisions to the amount.
- 10.4 The Trust and the Company shall hold employer's liability insurance in respect of Personnel in accordance with any legal requirement for the time being in force.
- 10.5 The Trust and the Company shall produce to the Secretary of State's authorised representative, on request, copies of all insurance policies referred to in this Condition or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.



## 11. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 11.1 The Trust and the Company through their Personnel or agents shall not offer, give or agree to give any servant of the Crown any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with the Crown, or for showing or not showing favour or disfavour to any Person in relation to this or any other contract with the Crown;
- 11.2 The Trust and the Company through their Personnel or agents shall not offer, give or agree to give any third party any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of any contract with any third party or for showing or not showing favour or disfavour to any Person in relation to any contract with any third party other than legitimate payments for services necessarily rendered in the ordinary course of business.

## 12. UNLAWFUL DISCRIMINATION

- 12.1 The Trust and the Company shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Act 1975 and the Disability Discrimination Act 1995 or any statutory modification or re-enactment of those Acts relating to discrimination in employment.
- 12.2 The Trust and the Company shall take all reasonable steps to secure that all servants, employees or agents of the Trust and/or the Company and all sub-contractors employed in the performance of the Contract do not unlawfully discriminate as set out in Condition 12.1.

## 13. HEALTH AND SAFETY

The Trust and the Company shall take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, orders, regulations and codes of practice relating to health and safety, which apply to Personnel in the performance of the Services.

## 14. TRANSFER AND SUB-CONTRACTING

- 14.1 The Trust and the Company shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the written consent of the Secretary of State.
- 14.2 For the avoidance of doubt, the Trust and/or the Company does not require the written consent of the Secretary of State to contract with such third parties as the Trust and/or the Company deem it necessary or expedient in order to carry out the Services and otherwise comply with the terms of the Contract.



15. SERVICE OF NOTICE AND COMMUNICATIONS

15.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

15.2 Any notice or other communication which is to be given by the Secretary of State to the other two parties or by either of the other two parties to the Secretary of State shall be given by letter, or by facsimile transmission or electronic mail confirmed by letter.

15.3 For the purposes of Condition 15.2 the addresses of the Parties shall be:

a) For the Secretary of State:

Department for Culture, Media and Sport  
2-4 Cockspur Street  
London, SW1Y 5DH

Tel: 0171 211 6000

Fax: 0171 211 2006

b) For the Trust and the Company:

Historic Royal Palaces  
Hampton Court Palace  
Surrey  
KT8 9AU

Tel: 0181 781 9752

Fax: 0181 781 9754

15.4 Any Party may change its address for service by notice given in accordance with this Condition.

16. SEVERABILITY

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

17. WAIVER

- 17.1 The failure of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 17.2 No waiver shall be effective unless it is communicated to the other Parties in writing.
- 17.3 A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

18. VARIATION

The Contract shall not be varied unless such Variation is in writing and signed by all Parties. The Contract shall remain effective and unaltered except as amended by such Variation and words and expressions in any Variation shall have the meanings given to them in this Contract.

19. NOVATION

- 19.1 The Secretary of State, the Trust and the Company shall each take all such action as may be required to maintain any contracts with the Secretary of State in relation to the Services ("the Contracts") and to give the Trust and/or the Company the benefit of the Contracts.
- 19.2 If any of the Contracts are not assignable without the consent of another party or cannot be novated, this Contract shall not constitute an assignment or an attempted assignment if such assignment or attempted assignment would constitute a breach of the Contracts. The Secretary of State will, at the request of the Trust, use all reasonable efforts to obtain the consent of the other party to the assignment or novation. Pending such assignment or novation the Secretary of State shall continue to be responsible for the completion and discharge of the Contracts on behalf of the Trust and/or the Company provided that:
- a) the Secretary of State shall not incur any liability in respect of the Contracts and the Trust or the Company (as appropriate) shall indemnify the Secretary of State accordingly;
  - b) the obligations of the Secretary of State under the Contracts shall be performed by the Trust and/or the Company in accordance with their respective terms;
  - c) in consideration of such performance the Secretary of State shall direct or procure that all payments due to him under the Contracts in respect of work carried out by the Trust and/or the Company after the Commencement Date shall be paid to the Trust or the Company (as appropriate); and



- d) the Secretary of State shall on behalf of the Trust and/or the Company take such action and enforce all claims arising under the Contracts against third parties on receiving the written request of the Trust to do so together with an indemnity from the Trust and/or the Company in terms reasonably satisfactory to the Secretary of State against all costs, claims or losses arising or incurred by the Secretary of State in respect of such action and claims.

## 20. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a) failure to meet the performance targets set out in Schedule B as assessed on a six-monthly basis;
- b) unauthorised assignment or transfer of the Contract by the Trust or the Company;
- c) failure to effect adequate insurance as required by Condition 10 of this Contract;
- d) failure to observe the terms of the Financial Memorandum as required by Condition 9.4 of this Contract;
- e) any fundamental breach of contract.

## 21. INTERMEDIATE REMEDIES

If in the opinion of the Secretary of State an Event of Default has occurred which he further believes is capable of remedy he must notify the Trust and he may request the Trust in writing to:

- a) in the case of 20(a) to submit within six weeks of the request a written statement setting out the reasons for failure to meet performance targets and a detailed strategy for securing measurable improvements in performance at the earliest opportunity and no later than such reasonable period as the Secretary of State shall specify;
- b) in the case of 20(b), (c) and (d) to remedy the defect within one month of notification from the Secretary of State.

## 22. TERMINATION OF CONTRACT

- 22.1 The Secretary of State may terminate the Contract or terminate the provision of any part of the Services, by written notice to the Trust with immediate effect if an Event of Default has occurred and:

- a) the Event of Default has not been remedied in accordance with Condition 21 of this Contract; or
- b) the Event of Default is not capable of remedy; or
- c) the Event of Default is a fundamental breach of the Contract.

22.2 The Trust or the Secretary of State may terminate the Contract by giving one year's notice to the other Parties of its intention to do so save that termination under Condition 22.2 shall not be permissible within the first five years of the Contract's duration.

22.3 On termination of this Contract the responsibilities of the Trust and the Company under this Contract together with the liabilities and contractual obligations entered into in the proper execution of the provisions of this Contract existing at the time of termination shall revert to the Secretary of State.

22.4 On termination of this Contract a new Net Asset Value as at the date of termination ("the Revised Net Asset Value") will be calculated in accordance with the formula set out in Schedule C as adjusted by any subsequent material changes in accounting policy agreed with the National Audit Office ("NAO") or other statutory auditors. The Net Asset Value to be transferred back to the Secretary of State in the event of termination of the Contract will be whichever is the lower of

- a) the Initial Net Asset Value as adjusted as a result of any subsequent material changes in accounting policy agreed with the NAO or other statutory auditors and increased or decreased in proportion to the increase or decrease in the 'all Items' index figure of the Index of Retail Prices published by the Office of National Statistics since the Commencement Date

or

- b) the Revised Net Asset Value.

## 23. TRANSFER OF UNDERTAKINGS

23.1 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 1981 apply in respect of the award of the Contract and that for the purposes of those Regulations the undertaking concerned, or any relevant part of the undertaking, shall transfer to the Trust or the Company on the Commencement Date.

23.2 The Trust or the Company (as appropriate) shall indemnify the Secretary of State against any claim made against the Secretary of State at any time by any person currently or previously employed by the Secretary of State or by the Trust or the Company for breach of contract, loss of office, unfair dismissal,



redundancy, loss of earnings or otherwise (and all damages, penalties, awards, legal costs, expenses and any other liabilities incurred by the Secretary of State) resulting from any act or omission of the Trust or the Company on or after the Commencement Date, except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise) by the Secretary of State arising or accruing before the Commencement Date.

- 23.3 For the avoidance of doubt, it is stated that the Personnel of the Trust and the Company shall cease to be civil servants and shall not be entitled to membership of the Principal Civil Service Pension Scheme ("the PCSPS") but that their rights and entitlements built up under the PCSPS shall be maintained. The Trust undertakes by the Commencement Date to have in place for all existing Personnel alternative pension arrangements which are broadly comparable with those which are available under the PCSPS.

24. RE-NEGOTIATION

This Contract or parts of it may be re-negotiated at any time at the request of the Secretary of State or the Trust and by the agreement of all Parties.

25. DISPUTE RESOLUTION

The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

26. LAW AND JURISDICTION

This Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

27. THE COMPANY

- 27.1 The Trust covenants with the Secretary of State to procure the observance and performance by the Company of the terms and conditions of the Contract and any Financial Memorandum agreed between the Secretary of State and the Trust.
- 27.2 The Company covenants with the Trust and the Secretary of State to observe and perform the terms and conditions of this Contract.

## SCHEDULE A

The Buildings Land and appurtenant rights which comprise the Historic Royal Palaces are those parts of the Tower of London, Hampton Court Palace, the State Apartments and Orangery at Kensington Palace, the Banqueting House, Whitehall and Kew Palace with Queen Charlotte's Cottage that were the responsibility of the Historic Royal Palaces Agency immediately prior to the Commencement Date including those parts, to assist with identification, described below, together with all rights of access and any other rights enjoyed in connection therewith.

### 1. Tower of London

A plan of the Tower and its environs is included for the purposes of identification only in this Schedule.

Notes to map:

- (a) The exact boundary of this Palace is subject to legal clarification. The Trust will take over the Secretary of State's responsibility for establishing the exact boundary of this Palace.
- (b) The boundary of the Palace at the eastern edge is up to and including the revetment wall (even where this occurs under Tower Bridge).
- (c) The boundary includes the following space within the arches under Tower Bridge, starting from the north bank of the Thames and progressing north:
  - East gate (currently used for vehicular access)
  - Three arches (currently occupied by catering concession)
  - Excludes next arch (currently property of Corporation of London)
  - Next three arches (currently used for stores).
- (d) The southern boundary by the River Thames is at the river wall.
- (e) The structure of the arches under Tower Bridge is the responsibility of the Corporation of London.



- (f) The Royal Fusiliers building Ground Floor and above is excluded from the Trust's responsibility.

2. Hampton Court Palace

A plan of this Palace including Home Park is included for the purposes of identification only in this Schedule.

Notes to map:

- (a) The boundary at the River Thames is at the high water mark of medium tides.
- (b) The boundary on the road (from Kingston Bridge to Hampton Court Bridge, but excluding properties at Kingston Bridge which are not part of the property) is at the edge of the verge onto the road. It includes the pavement.
- (c) The Trust is to be responsible for the following buildings:

|                      |                     |
|----------------------|---------------------|
| Hampton Court Palace | Ice House           |
| Tijou Screens        | Real Tennis Court   |
| Park and Garden Wall | Banqueting House    |
| Georgian House       | Trophy Gates        |
| Tiltyard Tower       | Barrack Block       |
| Lower Orangery       | Flower Pot Gate     |
| Wilderness House     | Kingston Gate Lodge |

- (d) The following properties within Home Park are excluded from the responsibilities of the Trust:

Stud House  
The Pavilion  
Ivy Cottage  
Rose Cottage  
Laurel Cottage

- (e) Kingston Gate Lodge at Kingston Bridge is the only building in the group of buildings to the west of the access road to Kingston Bridge which is on the Palace land.

- (f) Kingston Bridge and its access road on the north side of the River Thames are not included in the Palace land. However, part of the Palace land is to the east of this access road (see map).

3. Kensington Palace

The following plans of the parts of the Palace, the Orangery and the land which are the responsibility of the Trust are included for the purposes of identification only in this Schedule.

- (a) Plan of Land and Orangery
- (b) Ground Floor Plan
- (c) First Floor Plan
- (d) Second Floor Plan
- (e) Roof space and Upper Parts
- (f) Upper Roof Space

The Trust requires a right of way through Kensington Gardens (Royal Parks) to gain access to Kensington Palace.

4. Whitehall Banqueting House

The Trust will be responsible for the building and for the entrance area enclosed by iron railings.

5. Kew Palace and Queen Charlotte's Cottage

The Trust will be responsible for the buildings only.

The Trust requires a right of way through Kew Gardens to gain access to both buildings.



## SCHEDULE B

### PERFORMANCE INDICATORS AND TARGETS

#### 1. VISITOR SATISFACTION

Visitors average ratings of :

|                            |            |
|----------------------------|------------|
| Value for Money            | 0.7 -1.0   |
| Enjoyment                  | Above 1.4  |
| Helpful and friendly staff | Above 1.45 |

(2.0 = extremely good; 1.5= very good; 1.0 quite good; 0 = OK; -1.0= quite poor; -2.0 = very poor)

#### 2. FINANCIAL LIQUIDITY

On 31.3.99 the combined cash balance of the Trust and the Company to be not less than £215,000 (as stated in the Business Plan).

#### 3. CONSERVATION OF THE FABRIC

To carry out quinquennial buildings condition surveys and prioritise and carry out works identified therein.

To complete the installation of an automatic fire detection system in all Palaces

To complete one hour fire compartment lines at Hampton Court Palace and Kensington Palace.

## SCHEDULE C

### CALCULATION OF NET ASSET VALUE

The NET ASSET VALUE on the Commencement Date to be the NET ASSET VALUE at 31 March 1998 included in the audited accounts of Historic Royal Palaces Agency for 1997/98. Supporting schedules detailing the assets and liabilities will be available for review by the National Audit Office during their year end audit.

Assets and Liabilities will be valued in compliance with the Accounts Direction issued by the Treasury and in accordance with prevailing applicable UK accounting standards.

Total Net Assets will be transferred to the Company and the Trust in accordance with paragraphs A and B.

#### **A Transfer to the Company**

TOTAL NET ASSETS for Retail, Functions, Catering Concessions and Other Events included in the NET ASSET VALUE at 31 March 1998.

##### Fixed Assets

- Tangible Fixed Assets
- Capital Works in Progress
- Deferred Expenditure on Buildings and Estate

##### plus Current Assets

- Stocks
- Debtors and Prepayments
- Cash in Hand

##### less Creditors

- Amounts falling due within one year
- Amounts falling due one year plus

equals NET ASSET VALUE to transfer to the Company

#### **B Transfer to the Trust**



Total NET ASSET VALUE at 31 March 1998 less Total NET ASSET VALUE for  
Retail, Functions, Catering Concessions and Other Events at 31 March 1998.

## **HISTORIC ROYAL PALACES**

### **BOARD OF TRUSTEES**

#### **Sir Nigel Mobbs – Chairman ( since 1<sup>st</sup> January 2003)**

Sir Nigel Mobbs is Chairman of Slough Estates plc (Chairman since 1997 and Chief Executive 1976-1996), a property investment and development business in the UK, USA, Canada and Europe, which he joined in 1960. He is also Chairman of Bovis Homes Group plc and a non-executive director of Barclays plc and Howard de Walden Estates Limited.

He is also a Trustee of National Army Museum, Director of Royal Artillery Museum, Chairman of Stowe House Preservation Trust, a Commissioner of The Royal Hospital, Chelsea and Member of the Advisory Committee on Business and the Environment. Treasurer of The Airey Neave Trust, Member of Council of the Royal Veterinary College, President of Council of St John in Buckinghamshire, Chairman of Corporate Health Limited and Slough Social Fund.

He is the Lord-Lieutenant for the County of Buckinghamshire (1997 -) and was High Sheriff for the county in 1982-3. He is an Honorary Member of the Royal Institution of Chartered Surveyors and a past Master of the Worshipful Company of Spectacle Makers. He is Honorary Colonel No: 1 (Royal Buckinghamshire Yeomanry) Signal Squadron (Special Communications).

#### **Field Marshal the Lord Inge of Richmond GCB DL (Deputy Chairman)**

Lord Inge is Deputy Chairman of the Board. He was Chief of the Defence Staff. Lord Inge was the 157<sup>th</sup> Constable of the Tower of London until succeeded by General Wheeler. He was President, Army Benevolent Fund 1997-2001. He is Chairman of the Windsor Leaders' Trust, Commissioner Royal Hospital Chelsea.

#### **Sir Hugh Roberts KCVO FSA**

Hugh Roberts is Director of the Royal Collection and Surveyor of The Queen's Works of Art. He was a member of the Secretary of State's Advisory Group on the Historic Royal Palaces Agency from 1990 to 1998.

#### **General Sir Roger Wheeler GCB CBE**

158<sup>th</sup> Constable of the Tower of London. Chief of the General Staff 1997-2000, prior to which Commander in Chief Land Forces. He is a non executive director of Thales Plc and Affinitas. He is also a Trustee of the Royal Armouries and is Vice-President of Sandes Homes, a Services' welfare organisation, and President of Combat Stress, the ex-Services' Mental Welfare Society.



### **Angela Heylin OBE**

Angela Heylin retired as the UK President of BSMG Worldwide in December 2001, one of the UK's best-known public relations companies and has worked extensively for over twenty years in marketing and corporate public relations. She is presently Deputy Chairman of the House of St Barnabus-in-Soho, a shelter for homeless women.

### **Simon Jones LVO**

Simon Jones is Managing Director of Gardiner & Theobald - Project Management and Construction consultants. He is a member of the Arts Council Architectural Lottery Advisory Committee. He was the Project Director for the Windsor Castle Fire Restoration between 1993 and 1997. He is also a member of the Order of St John of Jerusalem Property Committee.

### **Gillian Wolfe MBE**

Gillian Wolfe is Head of Education at Dulwich Picture Gallery since 1984 and Advisory Teacher for Southwark. The Education Department at Dulwich has won 14 national and international awards since 1987. She has written several award-winning children's art books, contributed to a book on museum education, a children's encyclopaedia and reviews children's books for national newspapers. She also acts as a Specialist Advisor to the Clore Foundation, Commissioner for CABI, the Commission for Architecture and the Built Environment,

### **Alan Reid**

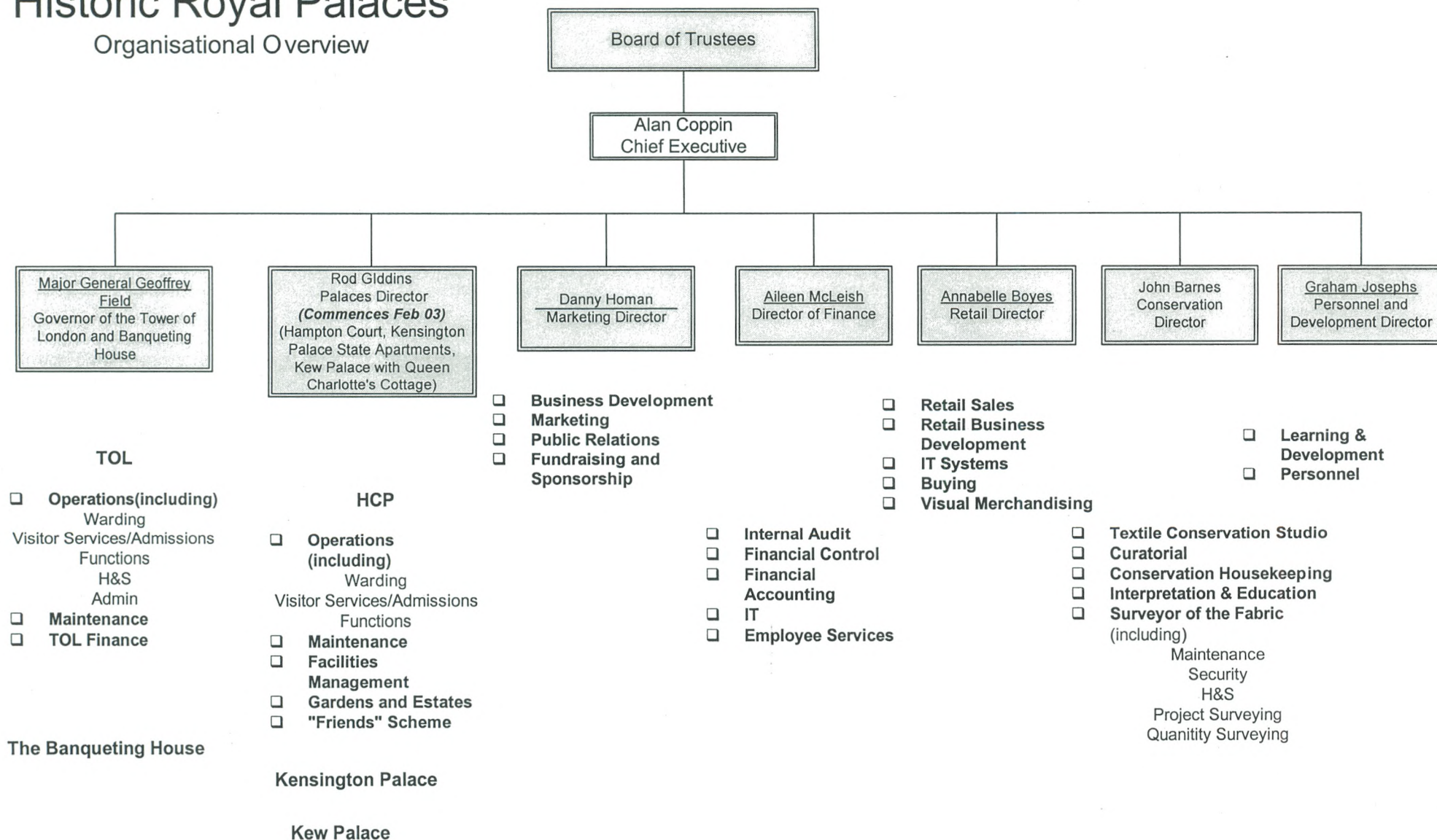
Appointed Keeper of the Privy Purse in August 2002, Alan Reid was previously Chief Operating Officer for KPMG in the UK. Mr Reid worked for Commercial Union Assurance in the UK, USA and Canada and for Price Waterhouse in Paris before joining Thompson McLintock (now KPMG) as an international tax partner. Mr Reid's career at KPMG has included being Global Chairman for Management Consulting and Global and European Chief Financial Officer.

### **Dr Bridget Cherry FSA**

Editor ; Buildings of England, since 1983; Buildings of Scotland, Ireland and Wales, since 1991.; Res. Asst to Sir Nikolaus Pevsner, Buildings of England, 1968-83. Mem., Royal Commn on Historical Monuments of England, 1987-94; English Heritage: Comr, 1992-2001; Mem., London Adv. Cttee, 1985-99; Mem., Historic Buildings Adv. Cttee, 1986-. Trustee, Sir John Soane's Museum. Publications; Reviser or part author, of 2<sup>nd</sup> edns, Buildings of England Series and articles and reviews on architectural subjects.

# Historic Royal Palaces

## Organisational Overview



Chief Executive assumes responsibility over Palaces Group until new Palaces Director commences on 25 Feb 03.



## **Conservation Management Plans for Public Parks – a Guide (HLF draft 24 February 2003)**

These guidelines are to help you to prepare a conservation management plan to conserve, and widen the public enjoyment of public parks, gardens, squares, promenades and cemeteries of national, regional or local historic significance. This plan will help you in preparation for a main application to the Heritage Lottery Fund (HLF) for a grant award through the Public Parks Initiative (PPI).

Our experience and evaluation of park projects has shown the importance of the planning process and in particular the considered preparation of a Conservation Management Plan. This plan will provide the background and policies to enable you to define a future vision for your park which conserves the best designed landscapes from the past and builds on this excellence to provide well used public spaces for the future.

All PPI main applications for whole park projects, or practical conservation works to individual park features, are required to provide a conservation management plan prepared using this guidance.

### **Getting started – a team approach**

To prepare a successful plan you will require the co-operation of a wide range of stakeholders within and associated with the local authority and/ or managers and users of the site. You are also likely to need specialist external consultants to help you.

#### **Project Champion**

A senior member of staff and/or elected member or trustee should be nominated as project champion for the delivery of the plan and any subsequent outcomes. This will ensure that the plan is driven with the overall support from the organisation and develops in-line with other current high level policies and programmes. The project champion will usually be the person who signs the Declaration and any contracts provided in the PPI application pack.

#### **Project Board**

The project should be managed and delivered by a project board. This board should draw together either within the core group, or from time to time, all those who have an interest in the site for example parks, landscape, countryside, leisure, transport, estates, planning, social services, police, education, finance, voluntary, youth and community groups. It is important that the board fairly represents these stakeholders and takes the opportunity to consult widely, particularly with minority groups, before reaching decisions. The board may be supported by a number of other working groups who meet more frequently.

#### **Project Officer**

The project officer will be responsible to the project board for the day-to-day organisation and delivery of the plan to standards and timetable set by the board. The person will be the main focus for the planning work and will usually be the named main contact with HLF in the PPI application. If your organisation is not a local authority we can support the costs of employing a Project officer through a Project Planning Grant of up to £50,000. We cannot support existing staff or core costs of your organisation.

### **Consultants**

You must decide what knowledge and skills are required to complete each section of the plan for your park. Where these skills are not available from within your organisation you will need to employ consultants to help you. For example you may need help with specialist surveys, historic assessment, community consultation, landscape design and cost estimates. You will also need a method of managing this flow of information to complete a co-ordinated report which has resolved potentially conflicting opinions.

The consultant or consultant team should demonstrate that they have the expertise required and the ability to work with you. They must be selected by competitive tender to a brief prepared by you.

On occasion you may be able to use volunteers to provide survey information. This may be a way of engaging local people in the planning process. These 'un-paid' consultants may require expenses, donations, facilities or other support to help them to help you. It may also be more cost effective to hire part-time staff to carry out for example the survey work or community consultation.

The paid and un-paid consultants or short term new staff should be directed by the project board, through the project officer. To successfully find the information required they are all likely to need access to a wide range of relevant individuals, files and records.

There may be other things and other costs you may have to do directly related to planning your project and completing your Conservation Management Plan. These may include for example costs of materials, public meetings, exhibitions, small publications or special consultations or presentations.

We can help support the employment of external consultants, short term staff and other costs through a Project Planning Grant of up to £50,000. We cannot support existing staff or core costs of your organisation.

### **Structure and contents of the plan**

What you include in your plan will depend on the type and complexity of your project and whether it covers a whole park or park feature or features. It may be only 10-20 pages or may run to several volumes. This planning process should provide you with the information you require to make a PPI application for a main grant. You should therefore also read the PPI Application Pack Guidance carefully.



For whole park plans, all areas of the site must be considered. Where a mansion remains within the historic site, outline information must also be given about its long term needs and its relationship to the landscape, even where it is not in the same current ownership or occupancy. Where both the mansion and the park are currently owned and managed by the same organisation, but perhaps managed by different departments, we would expect these departments to be working together to prepare a long term vision and integrated management strategy for the whole site. It may on occasion therefore be necessary to align this plan for the park with similar conservation management plans for the major historic building, museum or collections.

The plan for your park, feature or site must provide sufficient information to show:

|                |                                                     |
|----------------|-----------------------------------------------------|
| Understanding  | <i>What have we got now ?</i>                       |
| Significance   | <i>Why do we value it as part of our heritage ?</i> |
| Vision         | <i>What do we want it to be like in the future?</i> |
| Implementation | <i>How do we get there ?</i>                        |

## **1. UNDERSTANDING THE RESOURCE**

The plan must be based on thorough knowledge and understanding of all elements and activities within the site, park or associated with the feature, both past and present. Survey and research to collect this information is therefore very important and will require:

- consulting local, regional or national archives
- full access to all areas of the site;
- full access to local authority records and current files;
- discussion with a range of internal staff involved directly or indirectly with the park;
- discussions with relevant conservation agencies
- meetings with external stakeholders.

Though the quantity and depth of information you require will depend on the park and the project you are planning, the following show the types of information we expect under the four main headings, Site Information, Heritage, Community and Management.

### **a. Site Information**

This is 'desk-top' work which gathers basic current information about your park. Information collected should include:

- name of site: current and historic if different;
- name[s] and address of owner, contact name and position; also name of current managers if different;
- location of site [plan], size in hectares, topography, soils and climate
- list of existing surveys or documents relating to the site
- conservation designations both natural and cultural

- government or European designations for deprivation, regeneration etc. particularly where they have relevance to sources of potential funding.
- extracts from current local authority green space, planning, economic or community strategies relating to public parks, landscape, historic buildings, and to social or economic regeneration in the immediate area of the site;
- details and extent of any separate private ownership or long leaseholds for example of lodges, buildings or other facilities.
- any other legal interests, short term leases, licences, covenants etc. relating to the site
- live or existing planning permissions, development of adjoining sites, associated regeneration or civic improvement projects
- relevant overarching council programmes and initiatives

## b. Heritage Value

In this section you will examine the history of the park, describe its character, and the condition of what has survived. It will enable you to understand what is important and valued and prepare a statement of significance (see next section). The work will in part be studying the records and old maps and partly recording and locating the features that have survived on the ground. This will include:

*prepare statement of significance*  
*—* *main report*  
*consultation documents*

- documentary research into relevant sources including archives, historic maps, archaeological records, published articles and pictures, photographs and aerial photographs
- specialist surveys and assessment of built and natural heritage
- assessment of character and different character areas and relationship of park to its surroundings (setting), or to other adjoining areas.
- changes, both accidental and deliberate, and the positive and negative effects of change on the structure, use and quality of the site

This work should be demonstrated in the plan by providing a :

**Chronology** : listing in date order the important events relating to the development or decline of the park up to the current year. Copies of associated historic maps and documents should be put in an appendix.

*—* *Explan*

**Gazeteer** : recording the main individual natural and built features and/or character areas, giving for each feature or area its type, size, heritage designation (if any), and current condition; include photographs where suitable. The location of each feature must be shown on the Survey Plan.

**Survey Plan** : to identify and locate existing and lost landscape, features and character areas, built structures, gateways, planting, and any other things mentioned in the text. This plan will be a 'snap shot' of what the park is like today. It should be the same size and presentation as the Master Plan, which will show what you hope it will look like in the future (see section below).



### **c. Community Benefit**

People can be engaged and involved with your park in many different ways: as visitors or users of services and facilities; as participants in events or education programmes; as staff or volunteers; as members of a Friends group or of a governing body; as enthusiasts or local residents. However large or small your park, there is always scope to do more to attract and retain people's interest and engagement, and to help them to learn about and enjoy their heritage.

You may already have completed a separate Audience Development Plan, if so please summarise the information here. If not you should :

- develop a sound understanding of your existing audiences so that you can identify who is involved and who is not;
- develop a clear understanding of the barriers which prevent people from visiting the park or taking part in your heritage activities and programmes;
- understand the needs and interests of different groups of people from within the residential or business area surrounding the park, and also those potentially visiting from outside the area (tourists), for example young people, business people, families, people with disabilities, people without transport, schools, people from different social and cultural backgrounds;
- investigate and decide what you might be able to offer to different audiences;
- set priorities and target audiences for development work later and identify the resources you will need: time, skills, money, facilities;
- identify other organisations who might be partners in these new developments
- decide how you will measure success;
- work out how you will sustain the audience development work you undertake;
- create an Action Plan for each target audience, for example young people, weekend tourists, first time visitors, local unemployed.

We can provide you with general guidance on audience development plans to help you complete this section.

### **d. Management**

Poor management and a decline in resources for maintenance has been identified as a primary cause for the decline in public parks. Your plan needs to consider what the current responsibilities and resources are, and what special threats or opportunities there are to improving this management and maintenance in the future.

If you will be requesting that the costs of increased maintenance for up to 10 years are included within your main project (see Question 33y in PPI Application Pack) then you must supply accurate information here about current costs. If you are awarded a grant or Stage 1 pass you will be expected to prepare a 10 Year Management & Maintenance Plan

(10Y M&M) for the park or feature(s). This current information will therefore be useful in developing and detailing this work later. Further guidance on preparing 10Y M&M plans is available from HLF.

The type of information we require includes :

- existing management and maintenance structures and practices for landscape, buildings and services; identifying all relevant departments, staff , contracts, maintenance facilities on and off site, and relevant Best Value Reviews;
- location and condition of current maintenance yards and facilities for the park;
- existing direct or indirect annual expenditure from any relevant budgets, including salaries, contracts, building maintenance, services, security, events, interpretation;
- income earned annually itemised from commercial or community activities, rents, licences etc. and how this income is apportioned to support the service;
- existing utility services, electricity, gas, water, foul and land drainage and their potential capacity;
- existing or potential health and safety issues;
- levels and types of vandalism and misuse;
- current security arrangements, methods and speed of response.
- particular local issues which impact on current or future management and use.

## **2. SIGNIFICANCE**

Having collected and studied the information in Section 1 you now have the knowledge to discuss and assess what is of value and importance to your park both locally and nationally, what features or practices are valued by communities or experts and must be conserved, or what could be restored, or could be changed within the overall resources available. This is known as the significance of the site, park or feature. Try to be as objective as possible and involve a wide range of people in the discussions, and consider all views. Some views will be based on academic research, others will be sheer passion and feelings and may not be articulated clearly. It will never be possible to reflect all views. In the end, it will be the project board who must listen, evaluate and agree the significance and be confident enough with those decisions to champion the statements made in the plan to others.

Within the plan you should provide (where relevant to your project) :

- a general statement of significance of the site, park or feature including design, build, natural and cultural heritage.;
- a detailed statement identifying:
  - elements that are crucial to this significance, and are of particular importance or sensitivity and cannot be lost or compromised or could be replaced;
  - elements that are intrusive to the overall significance, or past their useful life and purpose and should be removed or replaced;



- elements that are underused and/ or have a potential for development or change including further access, use and enjoyment by wider audiences.

### **3. VISION & POLICIES**

With this knowledge, understanding and value judgement of 'significance' you can now take the opportunity given by PPI and other grant or regeneration schemes to carry out a wide ranging and visionary review of the needs and potential of the park both within the portfolio of green spaces and to the wider communities they serve. The project board should examine existing priorities and practices for the park that may have restricted or undervalued the site's resources, and consider opportunities for change which could develop the potential of the site in the future. This should include wide ranging and cross cutting discussions between board members including other local government departments such as leisure, planning, health, youth services, economic development, tourism, education and social services. You should consider how resources may be better aligned together or used more effectively, and how the park could help you meet bigger government agendas or community strategies.

In the plan should identify a new vision and a unique character and future purpose for the site, set firmly within context of wider green-space and other government and local authority strategies. It should identify a wide range of site policies which seek to deliver this vision over the next 10 years, including policies which:

- conserve and restore the historic significance
- develop potential for community use and benefit
- raise standards of care and management

### **4. PROPOSALS**

From Sections 1-3 you will have agreed a 'vision' and policies for what you want to achieve in the future, and be satisfied that you have the background and understanding to support these policies. Now you must find ways of achieving this vision. This will mean action and change: changes for example in how you value and therefore commit resources to the site, park or feature; changes to structures or facilities; changes in attitude and perception; changes to use; changes in management.

This is the section of your plan which may itself also change through discussion by the project board, or include options for wider consultation. It may contain sensitive or confidential information about possible future budgets, management or staff changes. It may therefore be sensible for some projects to present this information as a separate report within the plan. Before you make a PPI application for funding you must have agreed and costed an implementation action plan, in outline for a Stage 1 pass or in detail for a full award.

All whole park projects are recommended to use the two stage process and apply for Development Funding to help detail the project. For a Stage 1 pass you may still be considering some options. For example your audience development work may suggest that re-instating boating on the lake would bring increased benefits and is a priority. You will have decided on the size and type of boat-house in character with the park and likely demand. You may still be considering options on the siting of this facility, which will depend on further detailed investigation you intend to do around the lake edge during the development period to Stage 2.

We allocate your PPI funding at Stage 1 and agree a list of work and activities you propose (approved purposes of your grant). It is therefore very important that your costs at Stage 1 are robust. If options are still included in your proposals, pending more detailed investigations, you should include the highest cost option at Stage 1, or increase the contingencies to cover the risk in this area.

## **a. Capital Works**

### **Masterplan**

The conservation management plan must include a drawn plan which shows all the physical changes and work you intend to carry out to achieve your 'vision'. This is called a Masterplan. It shows what you expect the park to look like in 10 years time. It must be informed by the needs and policies you have identified in Sections 1-3. The Masterplan should be the same size and presentation as the Survey Plan, so that it is easy to compare what the park is like now to what you intend it to be like in the future. If you are still including options for say the location of a new building you should indicate all the location of all options

You should also include a written statement briefly describing the items of conservation or regeneration work, why they are required and linking these back to your condition survey, significance and policies.

### **Designs**

For a PPI application we will see designs for all capital works, in outline (sketch designs) at Stage 1 and in detail (RIBA Stage E) for a full award/ Stage 2. We therefore suggest that the project board discusses and agrees these as part of the planning process. At Stage 1 we need to know your approach to design for different elements, for example: modernist or historic restoration; the types and colours of materials you might use; the scale of the works in size or impact. You may provide this information as annotated illustrations, design guides or written descriptions. You must tell us what trade, professional or advisory standards you will be using to guide this work

## **b. Activities**



All proposed new activities must be informed by the needs and opportunities identified by your historic survey and audience development work in Section 1, and the policies you have agreed in Section 3. These new activities may be wide ranging and include:

- recording and monitoring;
- increasing gardening opportunities ;
- decreasing vandalism;
- celebrating the physical or cultural heritage;
- engaging new volunteers for practical work or wardening;
- developing 'friends' groups or community liaison
- learning and training;
- raising more income to directly benefit the park;
- providing new opportunities to enjoy the park.

You should include within your plan what activities you propose to do, why you need to do them, and their expected target outputs or outcomes. Please note that PPI projects receiving a grant of £1 million or more are required to prepare a Training Plan, and include training benefits within the project. Further guidance on Training Plans is available from HLF.

### **c. Management**

The project board will need to discuss and propose a future management and maintenance structure for the park. Though it is unlikely that many parks will be self sustaining in terms of balancing overall income and expenditure, this is the time for some 'blue skies' thinking. The vision for the park will not be achieved or sustained without creative and effective long term management. If you do not put this management into place, on completion of the project the park will again slide into decline.

Existing management structures should be challenged. Parks have more visitors and bring wider benefits than any leisure centre or museum, but park managers rarely have the same status as managers of these other community facilities. A thriving, well maintained, busy park needs a top quality manager. This park manager should not only have skills in amenity horticulture but should also communicate effectively with the public and within wider senior management.

To sustain the increased resources required to manage the new vision for your park you will need to show that you have considered what further income could be generated, and how this income could be ring fenced for the benefit of the park. This income could come for example from rents, licences, events, parking, concessions, fund raising, sponsorship, or Section 106 agreements.

An outline statement of proposed future management and maintenance costs and income must be agreed by the project board for PPI application at Stage 1, and must be confirmed through a fully costed 10Y M&M Plan for a full award/ Stage 2.

Indicate in the plan the type of management, maintenance and staffing that it is hoped will be established for the site. This may include directly employed staff such as park manager, gardeners, wardens or WC attendants; indirect contracts; management through a trust; public-private partnerships; volunteer support.

You should also provide a chart showing the intended new management structure and identifying which may be new posts, and in particular which post will be responsible to the community for day to day delivery of service in the park to the quality standards expected.

#### **d. Cost Plan**

Provide a schedule of capital works and revenue activities with outline estimate of costs at current rates (excluding VAT). This is usually best done using a computer software Spreadsheet package.

You are strongly recommended to itemise the cost estimates for these works and activities using a unique identification code for each item linked to the gazetteer, or master-plan, or activity action plan, and to organise this schedule so costs can be easily summarised for the financial information required in Section F of the PPI Application Pack

If costs rise during your project you may well have to meet these costs from within your own organisation as later grant increases are difficult to secure. It is therefore very important that your cost estimates are as accurate as possible. Indicate how these costs have been calculated for example by a quantity surveyor, other professional adviser, or quotations or where they are provisional sums. Give costs per unit where possible.

#### **e. Development Costs**

If you intend to use the two stage process for a PPI application please include within your plan a separate list of other specialist surveys or investigations which will be required during development to detail your project to stage 2. This may include for example: topographic or archaeological surveys, visitor use, tree condition or water quality. Consult again the check list and guidance in the main PPI application pack.

Projects receiving a Stage 1 pass of £1 million or more are required to prepare a Training Plan. Major building or enterprise schemes will require a separate Business Plan. You will also need to detail your 10Y M&M Plan. Further guidelines on how to prepare these plans are available from HLF.

Please say why this extra work is required, who broadly is expected to carry it out and how much it is estimated to cost at today's prices.

#### **f. Timetable**



Your timetable for carrying out your proposals is your own (up to maximum of 5 years from start date). If you receive an award we will confirm your timetable and expect the work and costs to be spread over the years as described.

It is important that the project board discuss and agree the period over which the PPI project will take place. We recommend that the period should be as short as possible within the constraints of construction time and management resources. Increasing the period increases overhead costs and the benefits to the community are not as rapidly visible. The board should consider whether there would be significant benefits in closing parts or all of the park for one season/ year and fast tracking the work, rather than cause protracted disturbance and public nuisance over a number of years.

HLF will consider phased applications, but cannot guarantee funding for future phases. In principle we would prefer to see your project completed within 3 years, but recognise that this is not always possible. If following discussion, the project board agrees that the capital works period must take place over more than 3 years, please explain why this is necessary.

## **5. REPORT PRESENTATION**

You should allow for a sufficient period of discussion and consultation between the project board, consultants, working groups and the wider community to ensure that there is general understanding and agreement on the statements of significance, policies and programmes included, before the report is finalised.

The final report, as presented to HLF should be loose leaf ring bound (preferably A4 format) complete with photographs, maps and illustrations. You should also request the written information in an agreed digital format so that you can use or transfer it easily elsewhere for your own purposes including a PPI application..

Detailed survey information should be bound separately as appendices or separate volumes if necessary.

The Survey Plan and Master-plan should both be at the same scale and comparable. For larger sites, these plans may be folded into a document wallet attached at the end of the report.

For your own purposes of management and consultation you may also require an executive summary of the plan, or a illustrated report in plain English, or translations into other languages. You may also want to allow for other costs for example a graphic designer, a travelling exhibition, or public meetings, and time from the consultants to attend to these or other meetings.

Lorna McRobie

HLF policy Adviser : Parks & Landscape

March 2003



# HLF Public Park Initiative

## 10 Year Management & Maintenance Plan Guidelines (HLF draft – January 2003)

### Introduction

These guidelines are for completing a 10 year Management and Maintenance Plan (MMP) required by the Heritage Lottery Fund (HLF) under the Public Parks Initiative. The guidelines may also be useful in other situations.

These guidelines are in two parts A and B. Part A is a general introduction to the purpose of the plans, their audience, how they should be prepared and reviewed. Part B is based on a typical table of contents of a plan and contains specific guidance on what might be included in each section. Throughout the guidelines the owners/managers of parks are referred to as the local authority reflecting the fact that the large majority of public parks are in local authority ownership. It is recognised that other organisations such as local groups, trusts and even companies may own public parks and in the context of the guidelines the term local authority should be taken to mean all park owners.

### A. Preparing the Plan

#### *Why do I need a plan?*

Ideally every park and area of public open space in the United Kingdom should have a written management and maintenance plan [MMP]. The HLF requires such a plan to be prepared covering a 10 year period before a full grant award is offered or at Stage 2 for a whole park or a for a project which involves the conservation of individual features or items. The MMP is where :

- the manner and method of managing and maintaining a park to safeguard its values are developed and costed;
- the various areas of responsibility within a local authority for managing the park are described;
- issues relating to conflicts of interest between user groups or between expectations and available resources are expressed and resolved;
- all information relating to a park can be kept and regularly updated.
- all interested parties agree to standards; and
- benchmarks are set against which delivery and performance can be measured;

A MMP should be a maintained document, constantly referred to; regularly updated and revised and periodically reviewed and rewritten. The preparation and formal updating process of a MMP should provide the opportunity and forum for:

- reviewing the objectives for a park;
- reviewing the nature and performance of the management structure;
- bidding for the resources required to deliver the objectives;
- involving all stakeholders officers, elected members

MMP will form the basis for measuring the success of a project and the compliance by the local authority with the HLF contract. HLF wishes to see that the local authority understands their obligation to protect the capital investment made in the park, and that it has prepared a plan that will do so.



### *Who is the plan intended for?*

You are likely to have many audiences for a MMP and many participants in the MMP preparation process depending on the complexity and use of the park. However, the MMP is expected by HLF to be prepared and used by two main groups:

- those who have direct responsibility for maintaining standards of care within the park, including elected members;
- those with an interest in the park, including user groups, specialist interest societies, community groups and park neighbours as well as bodies such as the police, social services, health care trusts and relevant government agencies.

### *When Do We Prepare a Plan?*

It is very important that consideration is given to the resources required for future management and maintenance during the period when capital works are being designed and developed. Work on outlining the plan will therefore begin early, some discussions will be ongoing as you develop your proposals through the Conservation Management Plan. There is little point in restoring features or including new features if have not secured, even in principle improvements to management or improved revenue resources and budgets. The full plan will therefore be based upon the brief outline given at a Stage 1 and be prepared during the development period, together with the detailed designs for the capital works for submission at Stage 2.

The process of preparing the plan is equally as important as the eventual document. The process of preparation allows the identification of user and interest groups and seeks discussion and debate and a common consensus. This forum may be the same as that used to develop the earlier Conservation Management Plan and capital works for the park. If no forum for debate currently exists the preparation of the MMP may be just the catalyst required for their formation. The plan process is also the forum where the problems and issues faced by the park from whatever source are documented and jointly resolved.

One individual will have responsibility for delivering the plan, but it is important that the plan is owned and agreed by other local authority departments and community groups with an interest in the park. This will involve preparing a list of all those which will need to be consulted and selecting key stakeholders from that list to form a Working Group. Other people should be co-opted as required – for example if security is a major issue then it may be sensible to co-opt the community police officer on to the group.

### *What period is covered by the plan?*

The MMP will cover a ten year period starting from the completion of the grant aided works. However, it will be reviewed, revised and rewritten to coincide with the completion of the restoration works – this will mark the start of the ten year period covered by the plan – and again during the fifth and tenth years post completion of the restoration works. The period between when the plan is first written and the completion of the capital works, whilst not part of the ten year period covered by the MMP, is a very important period in the life of the park. This is the period when there is likely to be significant upheaval associated with the restoration works and a necessity to plan for parts of the park being closed and other areas serving temporary functions. The initial MMP, written at the time of the Stage 2 application, should deal with these issues and also with the process whereby changes to management and maintenance will be implemented.



### *Who should prepare the plan?*

The preparation of the MMP through the Working Group must be led by someone from the local authority who will take ownership of the MMP and deliver the document to programme and be responsible for its delivery over subsequent years. It is recognised that the key person to undertake the task is the park manager and that this individual may not yet be in post. In the absence of a park manager a senior person in the department responsible for the park should be appointed to the role. It is desirable that different elements of the plan should be prepared by different people according to their eventual role in delivering the plan. However, the role of the park manager is crucial in managing and directing the overall MMP preparation and in editing the plan.

### *The Role of External Advisors*

It is recognised that preparing an MMP is a time consuming exercise if it is to be done properly and sufficient resources must be made available within local authority staff. The use of consultants is perfectly acceptable but their role should be clearly confined to specific tasks and to the collection and analysis of data. Consultants should not be engaged to prepare the MMP but rather to assist local authorities in the process as advisors and enablers. HLF can provide funding for this consultant support as part of the Development Grant, and training [through the Urban Parks Forum] for local authorities to assist with the MMP preparation process.

### *What should be covered by the plan?*

The MMP is yours and it should reflect the needs of your park. The MMP must cover all aspects of the park including horticulture, arboriculture, built structures, facilities, services, activities and events. Identified in the detailed section below are the items that HLF would expect to be included. It is important to remember that for grants awards for whole park projects or features, involving practical capital works the MMP must cover the whole area of the park, not just to the part of the park that is the subject of the current HLF grant or any phase of the grant.

## **B. Plan Contents**

### *The main plan and appendices – what sensibly goes where?*

Obviously the size and complexity of the park will govern the size and complexity of the plan. The golden rule is that the plan should contain the overall management and maintenance strategy and the details of who will do what, why they will do it, when they will do it and at what cost. All other information and all of the information collected to enable the plan to be prepared should go into the appendices. The size of the document will dictate whether the plan and appendices are bound separately or together. Wherever possible plans should be used and are essential for items such as defining park ownership, the boundaries of landscape character areas and the location of different maintenance features. When the capital works have been completed then as 'built drawings' should be referenced in the MMP. Section 10 identifies typical material that might sensibly go into an appendix.

The following paragraphs describe the typical sections that might make up a MMP. The actual contents of the MMP should reflect the park they are written for.

## **0.     *Frontispiece***

Every MMP must contain an appropriately signed statement from the local authority, in the form of a resolution, passed by the relevant council cabinet, executive or committee, indicating that the council has:

- formally adopted the MMP for the park;
- agreed to uphold the standards of management and maintenance indicated in the plan
- recognised the financial resources required to implement the MMP on an annual basis and supports any requisite additional funds for a minimum period of ten years after the completion of the restoration scheme.

## **1.     *Introduction***

This section contains a brief description of the structure of the MMP. The chapter must also contain brief details of who the plan is prepared for, the process whereby the plan was prepared, the period covered by the plan and when and how the plan will be reviewed. In order to indicate the breadth of approach adopted in preparing the MMP this section should also include details about membership of the MMP working group, membership of any park forum and the sources of advice received from both within and outside the local authority while preparing the MMP.

## **2.     *The Existing Park***

There is a tendency for these sections to be long – brevity is the key word here. A summary of the relevant section of the Conservation Management Plan is all that is required. There needs to be sufficient information that the MMP is a stand alone document such that there is no need to refer to other detailed documents on a day-to-day basis but they should be referenced and readily available when required.

### *A Brief History*

Who designed the park, when was it built, when it opened, and the major developments during its history to date.

### *Significance of the park*

An assessment of the significance of the park explaining the different ways in which it is important. Identify, and show the boundaries on a plan of all statutory and non statutory designations and indicate what each of the designations add to the significance of the park. Parks recognised as of national heritage significance; for example those included on the English Heritage *Register of Parks and Gardens of Special Historic Interest*; or those with other statutory designations for example nature conservation designations or Scheduled Ancient Monuments or Listed Buildings have wider responsibilities and are likely to attract more external interest and development control – for instance with regard to the placement of advertising hoardings signage.

### *Ownership*

A plan showing the precise area of the park and who owns what, including all boundaries and significant adjoining owners.

### *Policies and Strategic Context*



Identify the key local authority planning policies that relate to the park. In addition identify the key policies that apply to the park from strategy documents such as Parks and Green Spaces Strategy, Local Agenda 21, Biodiversity Action Plans, Crime and Disorder Strategy, Local Cultural Strategy and the Community Strategy.

#### *By-laws*

A very short review of the current by-laws, the current attitude to their review and enforcement.

#### *Leases and Covenants*

Describe any significant constraints etc. that are contained in any leases, licences or covenants given or held on the park land, including dates

#### *Existing Management and Maintenance*

Describe how the park is currently managed and maintained, identifying all relevant departments and staff. Describe any existing contracts for management or maintenance and any facilities that exist either within the park or elsewhere for maintenance. Describe any major items of maintenance equipment located within the park. Indicate the results of the most recent Best Value Review of the management and maintenance of the park and any changes resulting from this review.

#### *Why Does the Park Need Restoring?*

Ideally a properly managed and maintained park should not need major restoration or capital works. Features and structures will be well looked after, repaired as required and replaced as they become over mature. The reality is rather different and it is the aim of the MMP that some of the more obvious problems can be avoided in the future. This section should contain a review of the past management and maintenance of the park with regard to the issues and problems that have led to the past decline. The review must address whether or not the same problems still apply and, if they do, how they will be tackled to prevent a recurrence.

#### *The Current Restoration Proposals*

Describe briefly the current restoration or capital works to be carried out. Identify whether or not there are further areas of the park that it is desirable to restore and indicate any phasing of future restoration that may exist.

### **3. *Issues and Their Resolution***

The articulation and resolution of issues and conflicts is a key task for any working group that has been formed to prepare the MMP. It may be helpful to consider outside assistance such as your specialist advisor or a skilled facilitator at meetings of the group when particularly contentious issues are being discussed. Broad headings for consideration might include:

- major problems faced by the park
- social problems relating to vandalism, security, safety etc?
- non use either of the park or by particular groups of people?
- conflicts between different types of users? e.g. dog walkers and cyclists, anglers and boaters etc.;
- resource issues with regards to money, specialist management or maintenance skills, or particular items of maintenance equipment;

This section should briefly articulate the issue and identify the plan of action to overcome the problem or conflict. It is important that all parties 'buy in' to the proposed course of action and that alternatives are considered should the adopted procedure fail to achieve the desired result.

#### **4. *Vision and Objectives***

This section is where you review and confirm the vision and objectives identified in Conservation Management Plan and the initial Stage 1 application. In addition you should indicate under the various headings how compliance will be achieved with other local authority strategies for example: Best Value, Local Agenda 21, Biodiversity, Crime and Disorder,. Typical headings for this section will include the following, there may be additional headings that you may also wish to use.

- 2 *Community Involvement*
- x *Standards of Care*
- x *Health and Safety*
- x *Security*
- x *Landscape Character*
- x *Conservation*
- x *Accessibility*
- x *Opening hours*
- Relationship to Other Parks*
- x *Relationship to the Surrounding Neighbourhood*
- x *Education and Interpretation*
- x *Volunteers*
- x *Revenue Generation*
- x *Events*
- x *Further Developments*

In addition you should indicate how you plan to meet the relevant targets in the Best Value performance plans for continuous improvement.

#### **5. *Proposed Management***

At this stage of the plan you will have reviewed the current state and condition of the park; identified, discussed and resolved the key problems and issues and; identified your desired vision and management objectives for the future. This is the section where you identify the management structure and management responsibilities that will allow you to deliver the plan for the park. Please remember that the MMP must cover all aspects of the park including horticulture, arboriculture, built structures, facilities, services, activities and events.

The management of parks today requires new skills in addition to the traditional expertise in horticulture and contract management. Today's managers need to be much more aware of the requirements of the public, to be able to consult and communicate, to run parks forums and to have highly developed people management skills. There is a need for parks managers to think in a new way and the roles, responsibilities and training requirements of the management and maintenance team must reflect these changing demands.

##### *Organogram*

You must include an organisational chart showing the proposed management structure for the park. Clearly identify existing posts, new posts and posts funded by the HLF; the relationships between individuals and the hierarchy of responsibility. The chart must also show how the park management relates to the community and user and interest groups. Any



additional costs of the proposed structure over the current structure (new and/or upgraded posts) must be clearly identified.

Describe the processes of change made to the current structure, showing how the new structure will deliver clearer lines of responsibility and improved management; and how the benefits of bringing staff presence back to the park has been achieved.

#### *Annual Management Programme*

In this section you will create an annual management programme (similar to the annual maintenance programme required in section 6). For each heading specified in the Vision and Objectives section you should indicate exactly what the targets are for each year of the plan and what management tasks will be undertaken in order to meet the targets. It is very important that all of the tasks and management operations specified in this section are also covered in the individual job descriptions below i.e. there is someone available in the management team able and qualified to undertake all of the required management tasks. Be particularly clear about how any leases will be let and supervised and how any contracts will be let and supervised and for what period they will run. Briefly describe arrangements for the termination of leases and contracts in the event of unsatisfactory performance.

#### *Job Descriptions*

For each position in the organogram you should include a summary job description to identify the key skills required to undertake the work involved. The job description should be specific to the requirements of the park. The description should include the roles and responsibilities of the post and you should cross reference from the job descriptions back to the management standards and tasks identified above and ensure that there is someone in the team to undertake all of the tasks.

For extra HLF funded posts you must also define the specific outputs that will result from the employment of the individual during the funding period.

#### *Training and Continuing Professional Development (CPD)*

Identify the need for any specific and ongoing training and CPD as a consequence of the new management structure and those people identified to fill the posts.

### **6. *Proposed Maintenance***

For large parks with distinctly different areas it may prove sensible to divide the park into different 'character zones'. Each character zone would be briefly described with regard to its function and appearance and their location shown on a plan of the park. Within each 'character zone' the landscape should be broken down into its discrete components – both hard and soft, and structures and buildings. The plan should be at a scale that enables areas and lengths of components to be accurately measured.

#### *Maintenance Programme*

For each component describe the objective of the maintenance programme, the **annual** maintenance tasks, their frequency and timing and their unit and total annual costs. Alternatively present the detailed performance specification if this is the type of contract/approach that you are using. Present the results in the form of an annual maintenance table or planned maintenance schedule. A possible model for this table is presented below; there may well be more than one maintenance task for each component. It is anticipated that:



- the objective for each component will not change over the period of the MMP
- the performance specification is unlikely to change over the period of the MMP
- the schedule will change in response to events over the period of the MMP

Regardless of whether you are using a method or performance based specification for contracted work you must specify and describe **regular** maintenance operations that are required but that are not performed annually for each component. This list would include all items undertaken every other year or once every three, four, or five years. Identify the costs of these operations and indicate how these costs will be included in the annual budget for the park – typically either by a sinking fund or an annual capital works programme but ideally as line item entries in the annual programme of works.

Regardless of whether you are using a method or performance based specification for contracted work you must identify the likely **periodic or intermittent** maintenance that will be required for each component. Examples would be the painting of boundary fences say once every 10 years or the removal of silt from a pond or lake every 25 or 30 years. Identify the costs of these operations and indicate how these costs will be included in the annual budget for the park – typically either by a sinking fund or an annual capital works programme but ideally as line item entries in the annual programme of works.

Typically regular and periodic maintenance operations are forgotten and often get delayed due to a lack of planned funding. The MMP must be used to identify these types of funding requirements and to plan for this expenditure. Failure to undertake this type of planning often means that these tasks are neglected or funds diverted from annual maintenance tasks to pay for them. Either way neglect of financial planning for these operations can easily be the start of maintenance decline and once started the process is difficult to reverse.

Identify how the maintenance will be undertaken, by staff specific to the park, by local authority staff, by contractor etc. Describe the type and nature of service procurement for any works contracted out:

- is the contract performance or method based ?
- is it a PFI-type contract where the contractor brings in some capital funding ?
- is it one single, all-purpose, maintenance contract or is it specialist e.g. separate contracts for different tasks such as arboriculture ?
- will any part of the park maintenance be part of a wider contract for maintenance of a geographical area including other parks and green spaces ?
- is there a mechanism for the public to be involved in tender evaluation or contract monitoring?
- describe any other local authority departments letting and monitoring contracts, not under the full control to the park manager.

### *Job Descriptions*

For each of the maintenance staff you should include a summary job specification to identify the key skills required to undertake the work involved. This should be specific to the requirements of the park. The description should include the roles and responsibilities of the post and you should cross reference from the job descriptions back to the maintenance tasks identified and ensure that there is someone in the team to undertake all of the tasks.

For extra HLF funded posts you must also define the specific outputs that will result from the employment of the individual during the funding period.



## *Training*

Identify the need for any specific and ongoing training

## *Materials*

Consider the problems of supply of specialist materials and what may be required to repair a park component – the purchase and store of a reserve of certain materials may be highly desirable.

## *Sample Annual Maintenance Programme*

| Component           | Objective(s) | Maintenance Tasks | Period of Year | Frequency | Area or Number | Cost per unit | Total annual cost |
|---------------------|--------------|-------------------|----------------|-----------|----------------|---------------|-------------------|
| <i>Annual</i>       |              |                   |                |           |                |               |                   |
|                     |              |                   |                |           |                |               |                   |
|                     |              |                   |                |           |                |               |                   |
| <i>Regular</i>      |              |                   |                |           |                |               |                   |
|                     |              |                   |                |           |                |               |                   |
|                     |              |                   |                |           |                |               |                   |
| <i>Intermittent</i> |              |                   |                |           |                |               |                   |
|                     |              |                   |                |           |                |               |                   |
|                     |              |                   |                |           |                |               |                   |

## *Performance Specification*

This part of the plan is where you identify, in plain English capable of being understood by the general public, what the implementation of the plan will mean for the park. For each component of the park describe what the effect of management tasks and maintenance specifications will be – what will each component look like when it is being properly cared for. For example the annual maintenance specification may specify the frequency with which particular areas of grass will be cut – the performance specification will state the maximum height that the grass will reach. This performance specification should include all aspects of the park management and maintenance. For example details should be provided with regard to how long will elapse between a complaint being received and the complainant notified of what action will be taken; how long after graffiti has appeared will it be before it will be removed etc. Much of what is included in the performance specification will be capable of easy adaptation into Best Value Performance Indicators.

The intention is for the performance specification to be used by all parties to monitor actual performance against the proposals of the MMP (see section on monitoring). It is envisaged that one of the management tasks will be to inspect and ensure compliance with the performance specification.

## **7. Financial Plan**

It is likely that only a specific element of the park will require the preparation of a separate business plan, for example: a new museum, cafe or education or recreation facility.

You must complete a financial plan for the park. Local Authority accounting procedures should allow for the construction of an income and expenditure budget for the park as a 'stand alone' operation or cost code centre. All budgets should be prepared at current day values with no allowance for inflation and should account for Value Added Tax in line with local



government procedures. The budgets should be prepared on an annual basis for each of two five year periods. Year zero should give as much information as is available on actual budget costs in these areas for the current year.

Inflation should be added at the end depending on the estimated year of completion of capital works, or phases of capital works

### *Income*

All potential sources of income must be identified. Historic data, where available, should be presented in the appendices. Future revenues must be projected forward for each of the five years and any significant variations from previous performance must be explained. Sufficient information must be supplied to give confidence that each proposed source of revenue will be realised. For example, if income from rentals or concessions are expected to rise over the period of the plan then data supporting the corresponding rise in visitor numbers must be provided. Typical sources of revenues might include grants, local authority funding, tenancies, leases, concessions, rentals, cafes, shops, weddings, parking, entrance charges, filming, events and sponsorship.

### *Expenditure*

All items of expenditure must be identified under broad headings. A typical breakdown for expenditure might include: salaries including all associated costs such as national insurance and pensions; annual maintenance contract costs; materials and equipment; sinking/reserve/capital works programme; contingency fund. Details of any proposals to market the park, particular facilities or events should be included in this section together with the likely costs of implementing the marketing strategy.

If funds are permitted to be carried from one year to the next then the budgets must show that the park is cash positive or neutral at the end of the five year period. Should cash flow over the period indicate that the park will be cash negative for any period then there must be an indication from the authority that they are aware of the shortfall.

If the increase in annual maintenance costs are to be included in the grant application as part of the overall costs of the whole park project and offered as match funding by the local authority then it must be clearly demonstrated in this section how the increase in costs are derived.

## **8. *Monitoring and Plan Review***

In order to be successful a management plan should be continually reviewed, updated and rewritten. The desired cycle is to Plan – Operate – Monitor – Review – Plan. The performance specification is the basis for monitoring. The performance specification must identify how all components of the park are intended to be managed and how they will appear. It is recommended that the local authority establish its own in-house monitoring and undertakes periodic reviews of the results – altering management and maintenance as a consequence of the findings. Equally the park must be capable of external scrutiny and in this sense the performance specification can be regarded as a ‘contract’ for delivery of a particular standard of management and maintenance between the local authority and the community of users. Accordingly it is intended that the performance specification can be used by external bodies, such as user or interest groups, to monitor the performance of the local authority. Finally the performance specification will be used by the HLF, together with the review of the MMP at year five and year ten, to monitor contract compliance. Site level Performance Indicators may also be of assistance in monitoring the delivery of the MMP.



In addition it is recommended that the local authority should establish a system for measuring the success of the park by determining the levels and nature of public use and satisfaction with the park and its services and facilities. Regular visitor surveys would be a central element in the system.

#### *Example Profit and Loss Spreadsheet*

|    |                                      | Year 0   | Year 1   | Year 2   | Year 3   | Year 4   | Year 5   |
|----|--------------------------------------|----------|----------|----------|----------|----------|----------|
|    | <b>INCOME</b>                        |          |          |          |          |          |          |
| 1  | Leases, rents                        | 0        | 0        | 0        | 0        | 0        | 0        |
| 2  | Events                               | 0        | 0        | 0        | 0        | 0        | 0        |
| 3  | Licences etc                         | 0        | 0        | 0        | 0        | 0        | 0        |
| 4  | Sponsorship or grants                | 0        | 0        | 0        | 0        | 0        | 0        |
| 5  | Miscellaneous – fundraising, etc.    | 0        | 0        | 0        | 0        | 0        | 0        |
| 6  | Local authority funding              | 0        | 0        | 0        | 0        | 0        | 0        |
|    | <b>Total Income</b>                  | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
|    | <b>EXPENDITURE</b>                   |          |          |          |          |          |          |
|    | <i>Management Costs</i>              |          |          |          |          |          |          |
| 7  | Permanent staff salaries             | 0        | 0        | 0        | 0        | 0        | 0        |
| 8  | Temporary staff salaries             | 0        | 0        | 0        | 0        | 0        | 0        |
| 9  | Consultants                          | 0        | 0        | 0        | 0        | 0        | 0        |
| 10 | Recruitment & training               | 0        | 0        | 0        | 0        | 0        | 0        |
| 11 | Rent and Rates                       | 0        | 0        | 0        | 0        | 0        | 0        |
| 12 | Other office costs – equipment/IT    | 0        | 0        | 0        | 0        | 0        | 0        |
| 13 | Cost of events/ community liaison    | 0        | 0        | 0        | 0        | 0        | 0        |
| 14 | Graphics, interpretation, publicity  | 0        | 0        | 0        | 0        | 0        | 0        |
| 15 | Miscellaneous expenses               | 0        | 0        | 0        | 0        | 0        | 0        |
| 16 | Central overhead recharges           | 0        | 0        | 0        | 0        | 0        | 0        |
|    | <b>Total Management Costs</b>        |          | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
|    | <i>Maintenance Costs</i>             |          |          |          |          |          |          |
| 16 | Annual contract landscape            | 0        | 0        | 0        | 0        | 0        | 0        |
| 17 | Annual contract buildings &          | 0        | 0        | 0        | 0        | 0        | 0        |
| 18 | Annual contract services             | 0        | 0        | 0        | 0        | 0        | 0        |
| 19 | Permanent maintenance staff salaries | 0        | 0        | 0        | 0        | 0        | 0        |
| 20 | Temporary/ seasonal maintenance      | 0        | 0        | 0        | 0        | 0        | 0        |
| 21 | Equipment (lease, hire or            | 0        | 0        | 0        | 0        | 0        | 0        |
| 22 | Materials                            | 0        | 0        | 0        | 0        | 0        | 0        |
| 23 | Volunteer expenses                   | 0        | 0        | 0        | 0        | 0        | 0        |
| 24 | Training of staff and volunteers     | 0        | 0        | 0        | 0        | 0        | 0        |
|    | <b>Total Maintenance Costs</b>       | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
|    | <b>Total Expenditure</b>             | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| 25 | Inflation %                          |          |          |          |          |          |          |
|    | <b>Balance</b>                       | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

## **9. Appendices**

The appendices should include background material that you have used to prepare the plan. By section of the MMP items that might usefully be included are:

### *Section 2*

Detailed history of the park, details of any covenants or restrictions, the relevant sections of statutory plans, list of any statutory or other designations, a copy of the by laws, details of any user surveys.

Any press cuttings relating to the park, details of the restoration scheme.

### *Section 3*

A list of all stakeholders in the park together with the names, addresses, phone numbers and email addresses of contacts.

### *Section 5*

Detailed job descriptions.

### *Section 6*

Names and contact details for grounds and building maintenance contractors, specialist trades, general and specialist suppliers of materials and equipment.

Detailed best value indicators adopted.

It may be helpful to include here notes on any specific problems encountered during the restoration process and how they were resolved. Providing the names of individuals with key knowledge or experience may help overcome the problem should it recur.

### *Section 7*

Leases, concession contracts, historic data on revenue generating operations including events, events checklist

### *Section 8*

Details of any monitoring as it occurs.

### *References*

References should be made to all supporting documents such as the conservation management plan, tree surveys, structural survey, ecological surveys, lists of sub contractors, the detailed health and safety policy, the Local Agenda 21 plan, the biodiversity action plan, the crime and disorder strategy, the community strategy etc.

Information should be provided [do not include the actual document].  
with regard to

- the date the document/list was prepared;
- who prepared the document/list;
- where it is located;

Russell Mathews / Lorna McRobie Jan 2003.



Значит,

- 

1. губително действие Водороден

32.  $\frac{1}{\sqrt{2}}$  K<sub>2</sub>SO<sub>4</sub> (= 11-)

8. Xavi Noyde (1873)

(4. oivoukto) (lequn d- oivoukto xifou)

880) ფეცყულა (მთაწკრუ)

76. oline Stamm (1873) • uzipu gporawawu (1914)

- укупна твр додан и није

89.  $\text{Ba}(\text{OH})_2$  ( $\approx 1830$ ) +  $\text{H}_2\text{SO}_4$  ( $\approx 1830$ )  $\rightarrow$   $\text{BaSO}_4$  ( $\approx 1830$ ) +  $\text{H}_2\text{O}$  ( $\approx 1830$ )

9.  $\rho$  - оїмі акумулятор (V. ном. ном) = 1880

12. Ευλύχως 1880

13. 2 нчыңы йҗарансар. = 1875-80

14. signatus. ≈ 1905

15. "ქვეყანა" (1930) ავტორი უცნობი  
19. "ქვეყანა" (1930) ავტორი უცნობი

16.18 ..  $\pi'_{\text{πρρρρρ}}$   $\sigma_{\text{ρρρρρ}}$   $\Delta_{\text{ρρρρρ}}$  (1935)

(9) . Kämpfe zur Unabhängigkeit (1880)

20. το ρυθμό του γρονθοτύπου (1910);

2) Ta garys (1936)

и при н'х неможемо да си мишљамо.

23 - B. Nagy (1884-86)

24 - Ywensungpo (c. 1880/1937)

25 - veng. bonino (1952)

25 - vtoroye izmeneniye (1852)  
26 - nayami izmeneniye (v otvet na zheneniye xristianskoye i kopticheskoye) (1874)

27 - t'w nempis aj'ijun

28 - Χοιρινό .

23 - ο άγιος χριστός. Ζητούμενος.

30 - Domingo (1939)

31 - Danquado - (2/9/10)

33 - Lampiran 1 (pembagian)

(1948)

$$(z/900)$$

+ ves (189g)

prolonged (1936-40)

- 32 чіра -

2m actual gross  
1 year = 12 months



Re: (no subject)

**Subject: Re: (no subject)**

**Date:** Mon, 03 Nov 2003 10:37:10 +0000

**From:** "Jenifer White" <Jenifer.White@english-heritage.org.uk>

**To:** colycarr@otenet.gr

**CC:** Chris.Young@english-heritage.org.uk, Maxine.White@english-heritage.org.uk,  
Sally.Embree@english-heritage.org.uk

Thank you for your enquiry on conservation management plans. I am replying on behalf of our Chief Executive. We are more than happy to pass on English guidance on conservation management plans for historic buildings and sites. My colleague, Dr Christopher Young, Head of World Heritage Sites and International Policy, will post to you copies of our key publications:

CONSERVATION PLANS IN ACTION

INFORMED CONSERVATION

Please note that there is a postal strike in the UK so it may take some time before we get these publications to you.

In the meantime I can let you have an electronic copy of another publication we are preparing on plans for restoring historic parks and gardens (please see attached WORD document). These three documents contain lists of references for other guidance on plans.

One of our sister funding organisations - the Heritage Lottery Fund - has also issued draft guidance on plans for public parks. These plans not only look at the conservation issues but also require the grant applicants to demonstrate how they will care for the site in the longer term and to demonstrate their maintenance programme. I attach copies of these drafts too.

Do get back in touch if you have any queries.

With best wishes,  
Jenifer White

>>> Costa & Lydia Carras <colycarr@otenet.gr> 10/14 12:14 pm >>>  
Dear Dr Thurley,

A week ago I was at a meeting in London with Merlin Waterson of the National Trust - we are in fact colleagues in Europa Nostra, the federation of European conservation organisations. The subject of our discussion was the success of the Greek heritage organisation of which I am Chairman, namely Elliniki Etairia (or in English, the Hellenic Society for the Protection of the Environment and the Cultural Heritage), in persuading the Greek Ministry of Culture's Council for Modern Monuments to at last place a preservation order on the former royal palace, buildings, park and forest at Tatoi, on the slopes of Mount Parnes northwest of Athens. It will unquestionably become a very important park and heritage site for Athenians, even though the palace itself is inevitably a very modest affair compared with even the less grand British equivalents.

Merlin Waterson mentioned the English Heritage Fund not of course as a possible source of finance but because you apparently have helpful and important conservation plan documents which need to be filled in by British applicants to your fund. Naturally I cannot know what sort of documents these are but he said to me that they would be helpful to Elliniki Etairia in the next stage of our effort, which will be to prepare for the Ministry of Culture a conservation plan for the Tatoi palace and estate. The reason I am writing to you therefore is to ask for your assistance in obtaining whatever information and documents might be helpful in our ongoing effort.

I look forward to hearing from you in due course.



Re: (no subject)

Yours sincerely,  
Costa Carras

Prytaniou 19  
105 56 Athens  
Greece  
tel: 0030-210-3220043, 3210398  
fax: 0030-210-3311988

Jenifer J. White BSc (Hons) MSc MLI  
Senior Landscape Adviser  
Gardens and Landscape Team - Room 332  
English Heritage  
23 Savile Row  
London  
W1S 2ET

Tel 020 7973 3617  
Fax 0207973 3608  
Or contact Mr Aris Georgiou Tel 020 7973 3607

Have you seen English Heritage's gardens and landscapes web pages?  
[www.english-heritage.org.uk/parksandgardens](http://www.english-heritage.org.uk/parksandgardens)

This e-mail is intended solely for the above-mentioned recipient and it may contain confidential or privileged information. If you have received it in error, please notify us immediately and delete the e-mail. You must not copy, distribute, disclose or take any action in reliance on it.

English Heritage  
Telephone 020 7973 3000  
Facsimile 020 7973 3001  
[www.english-heritage.org.uk](http://www.english-heritage.org.uk)

|                                                                                                                                                    |                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
|  conservation management plans consultation draft 15 Nov 2001.d | <b>Name:</b> conservation mana<br>plans consultation<br>15 Nov 2001.d<br><b>Type:</b> unspecified type<br>(application/octet-s<br><b>Encoding:</b> base64 |
|  PPI Con Man Plan Guidance 24 Feb 2003.doc                      | <b>Name:</b> PPI Con Man Plan Guidance 24 Feb<br>2003.doc<br><b>Type:</b> WINWORD File<br>(application/msword)<br><b>Encoding:</b> base64                 |
|  PPI 10Y MM Guidelines Jan 03.doc                               | <b>Name:</b> PPI 10Y MM Guidelines Jan 03.doc<br><b>Type:</b> WINWORD File (application/msword)<br><b>Encoding:</b> base64                                |