

**DERBYSHIRE COUNTY COUNCIL**

**CABINET**

**15 March 2018**

Report of Strategic Director – Economy, Transport and Environment

**ELVASTON CASTLE MASTER PLAN – DRAFT FOR PUBLIC  
CONSULTATION (HIGHWAYS, TRANSPORT AND INFRASTRUCTURE)**

- (1) **Purpose of Report**      To seek Cabinet approval to:
- (i) Consult the public on a draft Master Plan for Elvaston Castle Country Park, with a view to adoption of the finalised Plan following revisions arising from comments and feedback received;
  - (ii) Note and endorse the findings of an Economic Impact Assessment (EIA) and Gardens Maintenance and Management Plan for the Estate, both based on the Master Plan; and
  - (iii) Approve and adopt a Memorandum of Understanding between the Council and The Elvaston Castle & Gardens Trust (ECGT).

(2) **Information and Analysis**

**Master Plan**

On 26 July 2016, Cabinet requested that officers prepare a detailed costed capital development/regeneration Master Plan for the phased repair, regeneration and enabling works (e.g. new access road, car park, etc.) of the physical infrastructure at the Elvaston Castle Country Park (Minute No. 221/16 refers). This was to broadly follow a phased approach recommended by an earlier study, the Regeneration Framework Plan, which was produced by consultants commissioned by the Elvaston Development Board, the forerunners of The Elvaston Castle & Gardens Trust, in May 2016.

A draft Master Plan has now been prepared, which is attached at Appendix 1, and approval is sought to consult the public on it. The Master Plan is the central document developed to underpin plans for the ongoing work to provide a sustainable future for Elvaston Castle and Estate, relieve the Council of the significant on-going annual, albeit reducing, maintenance and running costs which have previously been as high as £900,000 per annum and resolve the major backlog of capital works to the buildings and landscape (circa £6.4 million) whilst maintaining public access to an Estate that over 350,000 people visit every year.

### **Master Plan: The Phased Approach**

The Master Plan develops the concept of a three phase approach, commencing with the development of a visitor hub and associated infrastructure to the core buildings area, including within the Castle itself. The suggested proposals in this first phase, include a new café, retail outlets, office accommodation, an adventure playground, education rooms and interpretation areas, all of which would be run commercially to provide revenue streams and thus ensure their long term sustainability. The ground floor of the Castle would be managed flexibly to host weddings, conferences and smaller meetings, whilst the upper floors would be converted to residential accommodation, possibly in the form of short term holiday let accommodation that could also be used in conjunction with the wedding offer on the ground floor. The Castle courtyard could also be used in conjunction with weddings, offering exclusivity to guests.

This initial phase, which it is hoped would instigate commercial regeneration of the site, would be followed by phase 2 investment in the landscape, park and garden to help drive up visitor numbers and diversify the visitor base.

Other strategic changes to the way that the Estate is used could also be implemented, such as re-locating the showground, which is currently prone to waterlogging, to the better-drained Oak Flat location. The caravan site offer could also potentially be diversified and expanded (e.g. onto the current car park site and ultimately onto the current showground area).

### **Master Plan: Vehicular Access Proposals**

Key to the deliverability of the Master Plan is that vehicular access and parking be improved at an early stage, without which any significant commercial development would be unattractive to potential investors. This has been confirmed by consultants undertaking an EIA of the Plan referred to later in this report. The intention is to relocate the main car park close to the visitor hub to encourage access to the new facilities. In its present location, it is remote from the Castle and visitors are not encouraged to seek out the Castle facilities which are some distance away and not visible, legible or accessible enough.

Officers in the Council's Highways Division are currently undertaking a feasibility study to decide on the most technically suitable and cost-effective Estate access route. In conjunction with this, they are also looking at the potential of combining the new road construction with a comprehensive renewal of services infrastructure into the park (i.e. utilities services, broadband, drainage, etc.), all of which have limited capacity and are generally in a poor state.

Although initially a route following the line of the historic South Drive was proposed, further research has suggested that a route directly off the existing A6/Shardlow Road roundabout (where an unused exit has previously been

constructed) could be shorter, technically better in accommodating peak flows of traffic and cause less impact on the historic South Drive route into the Castle, including less potential impact on historic trees.

### **Master Plan: Sequential Strategy**

The Master Plan is set out in sections to help the reader understand the sequential reasoning for the recommended layout and proposed uses of the areas and buildings on the Estate. Access to the site and movement around it are seen as key to making the overall Master Plan workable. Component areas of the Estate are then defined with their current and potential uses with more detailed reference to the core 'Visitor Hub' area (Area A) and the Walled Gardens area (Area B) followed by an analysis of the car parking strategy, developing what is currently available and proposing ways of improving location of and accessibility from the required parking provision to most efficiently support the recommended Master Plan outcomes.

The central section of the Plan starts by documenting the concept of a visitor hub (phase 1) located in the core buildings and describes in detail how access, legibility and connections of the hub area are proposed to work with illustrated examples of how the buildings and linking spaces could look after regeneration. This is followed by a resume of how the Grade II\* Historic Gardens might be developed (phase 2) in conjunction with the development of a sustainable Gardens Maintenance & Management Plan (initial version completed by Historic Landscape Consultants in late 2017), proposals for improving drainage of the park and potential restoration of William Barron's historic and nationally important C19th Winter Gardens.

### **Works Already in Progress**

The final sections of the plan refer to Council projects already in progress which are all helping in different ways to prepare the ground for the longer term Master Plan aims. These include repairs to the Coach House, completion of which would then facilitate conversion of the interior to retail and office use, possibly with investment from a Developer partner (probably as part of Phase 1). There are also repairs in progress to the historic C18th walls of the nursery garden which are to be used for weddings and repairs to the drainage and amenity block to the old caravan site have enabled the site to be the subject of a procurement exercise for resuming operation of this previously popular caravan site.

### **Evolution of the Master Plan**

Prior to the writing of this Cabinet Report, extensive discussion has been undertaken both with Council officers and with representatives of ECGT (through a dedicated collaborative task and finish group) to ensure that the draft Master Plan is acceptable to those parties. It is also proposed that the draft Master Plan be jointly presented by Council officers and ECGT trustees to Elvaston Parish Council and to the Friends of Elvaston to ensure they have

advance notice of the proposals and to note their comments in advance of formal public consultation commencing.

### **Public Consultation on the Master Plan**

Subject to Member approval, it is intended to publish the draft Master Plan and request feedback and comments from the community. It is proposed that the Master Plan will be published on the Council's website and on Elvaston Castle's dedicated website, <http://futureelvaston.co.uk/> and that other means of presenting the proposals will be undertaken as necessary to ensure that the wider community is properly and fully engaged with. The consultation is proposed to run for a six week period to conclude in early May.

Subject to considering the feedback and comments received, it is proposed that the Master Plan be presented to a future Cabinet meeting for formal adoption and then published.

### **Economic Impact Assessment and Funding Strategy**

The Cabinet Report of 26 July 2016 also recommended that, in conjunction with the Master Plan, an EIA and a Funding Strategy be produced, detailing what the Master Plan would deliver in terms of economic benefits and how the regeneration framework is financed.

The Council tendered for EIA consultants in October 2017 and DC Research of Leicester was selected to undertake this work. The brief, confirmed by discussions with the ECGT, the National Trust, with whom the Council retains an informal consultancy relationship and the Heritage Lottery Fund (HLF), requested an assessment of the economic potential of the Castle following Phase 1 of the Regeneration and on completion of all phases compared with a "do nothing" scenario. Research started in October 2017 with over 400 primary questionnaires completed with visitors on site, followed by discussions with all key stakeholders in Elvaston's future. Following the completion of this work, it is envisaged that a Funding Strategy Brief can be completed with a view to tendering for external consultants to undertake a Funding Strategy based on the Master Plan and associated EIA.

It is envisaged that the final draft EIA will be available before the date of this Cabinet meeting and members will be verbally updated on any further significant findings if appropriate. A final version of the document will be shared with the Cabinet Members for Highways, Transport and Infrastructure and Economic Development and Regeneration once received.

For the purposes of this report, however, the initial findings of the EIA can be summarised as follows:

*"Based on the analysis of visitor data and a face to face visitor survey of over 430 visitors in October and December 2017, DC Research estimates that in 2017 Elvaston Castle Country Park (ECCP) generated gross on and off site*



*spending impacts in the Derby and Derbyshire economy of £2.64million, and net additional impacts of £1.48million. This is based on a core audience of local (i.e. Derby and Derbyshire) visitors who mainly use the grounds for leisure purposes, predominately walking.*

*If Phase 1 of the ECCP Draft Masterplan was developed (including the new road and services upgrade), and those buildings identified for commercial use were occupied, DC Research estimates that ECCP could support up to 135 FTE jobs in professional, craft, events and hospitality, and retail occupations, which would equate to an additional 73 net additional jobs in the local economy.*

*If the Draft Masterplan was fully developed in terms of the gardens along with improved access, car parking and visitor facilities, it would be reasonable to expect shift over time in audience type, attracting heritage and horticultural visits, and young families, leading to increased visitors from outside the local area, longer dwell times, and increased on and off site spending.”*

### **A Funding Strategy**

A Funding Strategy is yet to be prepared and it is proposed that a procurement exercise is undertaken to procure consultants to undertake this work. The EIA will inform the brief for this tender.

### **Planned Major Funding Bid**

Completion of the finalised Master Plan, combined with a current EIA and a Funding Strategy will then facilitate the preparation of a phase 1 funding bid, which, once finalised, will be the subject of a future Cabinet report. Funding is likely to be requested from a range of sources, including the HLF, D2N2 (Derby, Derbyshire, Nottingham and Nottinghamshire), South Derbyshire District Council Section 106 contributions (from nearby housing development levies), and as match funding from the Council itself, through the leasehold disposal of surplus site assets (e.g. Home Farm), invest-to-save bids and borrowing through future capital bids. Match funding can also be provided from the revenue budget either directly or through the recently established reserve fund, which was set up to ensure that all Elvaston funding and revenue can be used as strategically and efficiently as possible (e.g. by carrying reserves forward to co-ordinate with bids as match funding and as a result lever in extra external funding). This reserve arrangement was approved by Cabinet as part of the budget transfer arrangements from Corporate Property to the Economy, Transport and Environment Department (ETE) agreed in their report of 11 January 2018.

Whilst funding is still available to contribute towards the external consultancy cost of writing the major funding bid and preparing the relevant supporting documents, and officers are using best endeavours to keep any further costs to a minimum, some further funding may be required to support the planned

major funding bid and ensure its chances of success are maximised. Any such cost requirement will be highlighted in a future Cabinet report.

### **Gardens Management and Maintenance Plan**

In the Cabinet Report of 26 July 2016, it was also noted that tender documents had been prepared to commission a Garden Maintenance and Management Plan for the Estate to better direct the work of the gardeners, support the Council in bidding for external resources and address one of the key concerns outlined by Historic England and the HLF in their assessment of the site. The necessary expertise to carry out this specialist work was not available within the Council and a procurement exercise was undertaken and Colson Stone consultants of Taunton were appointed.

The report was carried out in close collaboration with officers and trustees as well as with the dedicated site gardeners themselves and completed in late 2017. It will guide the Gardening Team in the future and, as a supporting document to the approved Master Plan, will also inform future funding bids and other decisions affecting the landscape at Elvaston Castle and in particular those affecting the Grade II\* listed historic gardens. Like the Master Plan, the Gardens Management and Maintenance Plan is designed to be dynamic and reactive to ongoing circumstances, so will be reviewed from time to time in the future as necessary. A copy of this document has been shared with the Cabinet Members for Highways, Transport and Infrastructure and Economic Development and Regeneration but is primarily a management tool.

### **Memorandum of Understanding (MoU) between the Council and ECGT**

This report also seeks approval for a Memorandum of Understanding (MoU) and associated paper entitled 'Working Relationships' between the Elvaston Castle Gardens Trust (ECGT) and the Council.

The Cabinet Report of 26 July 2016, approved the creation of the ECGT. Further to subsequent discussions between the Director of Legal Services and ECGT, a draft Memorandum of Agreement between the two bodies has been produced (Appendix 2). This document defines the respective roles and responsibilities of the Council and the Trust in working towards meeting the objective of ultimately transferring the Estate to the Trust. The MoU is intended to give a good working basis for the relationship between the Council and the Trust during the process of seeking to agree the Transfer. It aims to give a framework for each Party to work with one another for mutual benefit, whilst also retaining freedom for both to pursue their own core objectives.

Appended to the MoU is a document outlining how the relationship between the Council and ECGT operates, including how decisions by the Council are made and are informed by The Trust where appropriate (Appendix 3).

### **Elvaston Castle & Gardens Trust: Business Plan**

ECGT is in the process of developing a draft business plan for the first year of the Trust's operation with support from the National Trust. The top priorities in this Business Plan have been agreed as 1) to agree a Memorandum of Understanding (MoU) as to how it will work collaboratively with the Council until such time as it is ready to take full responsibility for running the Estate (see next paragraph), 2) to develop a Trust funding strategy which will look at securing start-up funds for the early days of the Trust's operation, including the possibility of appointing a Project Officer who can focus on charitable fund-raising and small scale projects to grow the track record of the Trust in advance of any transfer and 3) to negotiate a lease with the County Council for the ultimate transfer of the Estate – probably on a phased basis, linked to the regeneration of the Estate as set out in the Master Plan.

(3) **Financial Considerations** As stated in the previous Cabinet report of 26 July 2016, the Council will need to continue an on-going revenue contribution whilst phased regeneration is in progress.

The annual running costs of the Estate have already started reducing following a number of initiatives to increase revenue streams and this figure should continue to fall as long as adequate targeted investment is provided. The Council is continuing to look at shorter term improvements to the current offer and, within the last 12 months, the café has been upgraded by new tenants, weddings are now being held again, both within the gardens and in the Castle, and a procurement exercise is being undertaken for the caravan site to find a new operator, following repairs and improvements to the grounds and buildings.

Even when transferred to ECGT, running costs would still need to be met until such time as the income generated from the regeneration of the Estate is sufficient to cover these costs. This will need to be part of the negotiations with ECGT as part of any lease agreement, which will be the subject of future reports to Cabinet.

Costs of the EIA and the proposed Funding Strategy can be funded from an earmarked reserve.

Whilst the report's recommendations do not refer specifically to any financial considerations, it should be noted that this particular funding source (which was originally planned to last only until June 2017) may not be adequate to fully support the proposed planned major funding bid referred to above. Funds are still available to finance the production of a Funding Strategy by external consultants, the EIA, already being undertaken by external consultants and a new road/car park feasibility study, currently being undertaken by the Council's Highways section.

There is also funding available to contribute towards the external consultancy cost of writing the major funding bid, preparing the relevant business cases (with external quantity surveyor support as necessary), ongoing National Trust support (e.g. for advice on consultation, catering models, gardens management, etc.), and support costs for ECGT. Whilst Council officers are using best endeavours to keep any further costs to a minimum, some further funding may be required to support the planned major funding bid and ensure its chances of success are maximised. Any such cost requirement will be highlighted in a future Cabinet report.

(4) **Legal Considerations** The Director of Legal Services has been involved in advising on the Charitable Trust, obtaining external legal advice in connection with the Articles of Association and Charitable objectives of the Trust, and advising on the MoU (see Section 2 above).

(5) **Social Value Considerations** The community will benefit from the securing of a sympathetically operated, sustainable visitor attraction which will include modern catering facilities, places for people of all ages and abilities to walk, relax and exercise, and venues for weddings, concerts, shows and other events. The regeneration will secure the future of a much-needed and cherished greenspace close to major urban areas. The historic buildings will be repaired and converted to facilitate their long-term conservation and the gardens brought back into good heart and restored for future generations to enjoy and understand, with interpretation to tell the stories of the historic Estate. Access on foot to the wider Estate will be preserved free of charge.

There will be opportunities for local businesses to bid for contracts to support the regeneration of the Estate. Education facilities will be provided to welcome children and younger adults from schools, colleges and universities to study within the park. The new Trust and, in due course, a stakeholder forum group will engage closely with the local community to ensure that all strategic decisions are supported and understood by local people.

## **Other Considerations**

In preparing this report the relevance of the following factors has been considered: prevention of crime and disorder, equality and diversity, human resources, environmental, health, property and transport considerations.

(6) **Key Decision** No.

(7) **Call-In** Is it required that call-in be waived in respect of the decisions proposed in the report? No.

(8) **Background Papers** Held on file within the Economy, Transport and Environment Department. Officer contact details – Charles Heaney, extension 36288.

- (9) **OFFICER'S RECOMMENDATIONS** That Cabinet:
- 9.1 Approves the draft Elvaston Castle Master Plan in order that public consultation on the draft Master Plan can be undertaken.
  - 9.2 Receives a further report requesting adoption of the final Elvaston Castle Master Plan following the consultation exercise.
  - 9.3 Notes and endorses the initial summary findings of the Economic Impact Assessment based on the Master Plan.
  - 9.4 Notes and welcomes the production of a Gardens Maintenance and Management Plan based on the Master Plan, a significant management tool to guide future work on the gardens.
  - 9.5 Approves the procurement of the Funding Strategy.
  - 9.6 Approves and adopts the Memorandum of Understanding between the Council and The Elvaston Castle & Gardens Trust and the associated 'Working Together' document.
  - 9.7 Notes that, once completed, the Master Plan, combined with a current Economic Impact Assessment and an initial Funding Strategy will facilitate the preparation of a phase 1 funding bid, which, once finalised, will be the subject of a future Cabinet report.
  - 9.8 Notes that, subject to expenditure of the current Challenge Fund financial allocation to the project, further funds may be required to resource the phase 1 funding bid, which would be the subject of a future Cabinet report as and when required.
  - 9.9 Notes that quarterly update reports will be submitted.

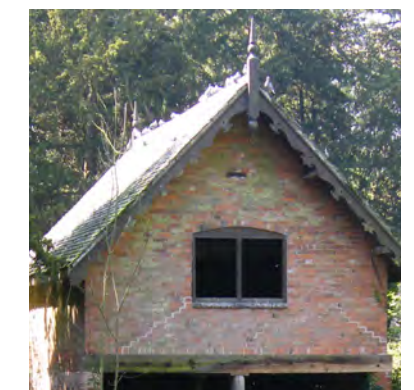
**Mike Ashworth**  
**Strategic Director – Economy, Transport and Environment**





# Elvaston Castle Estate

## Master Plan





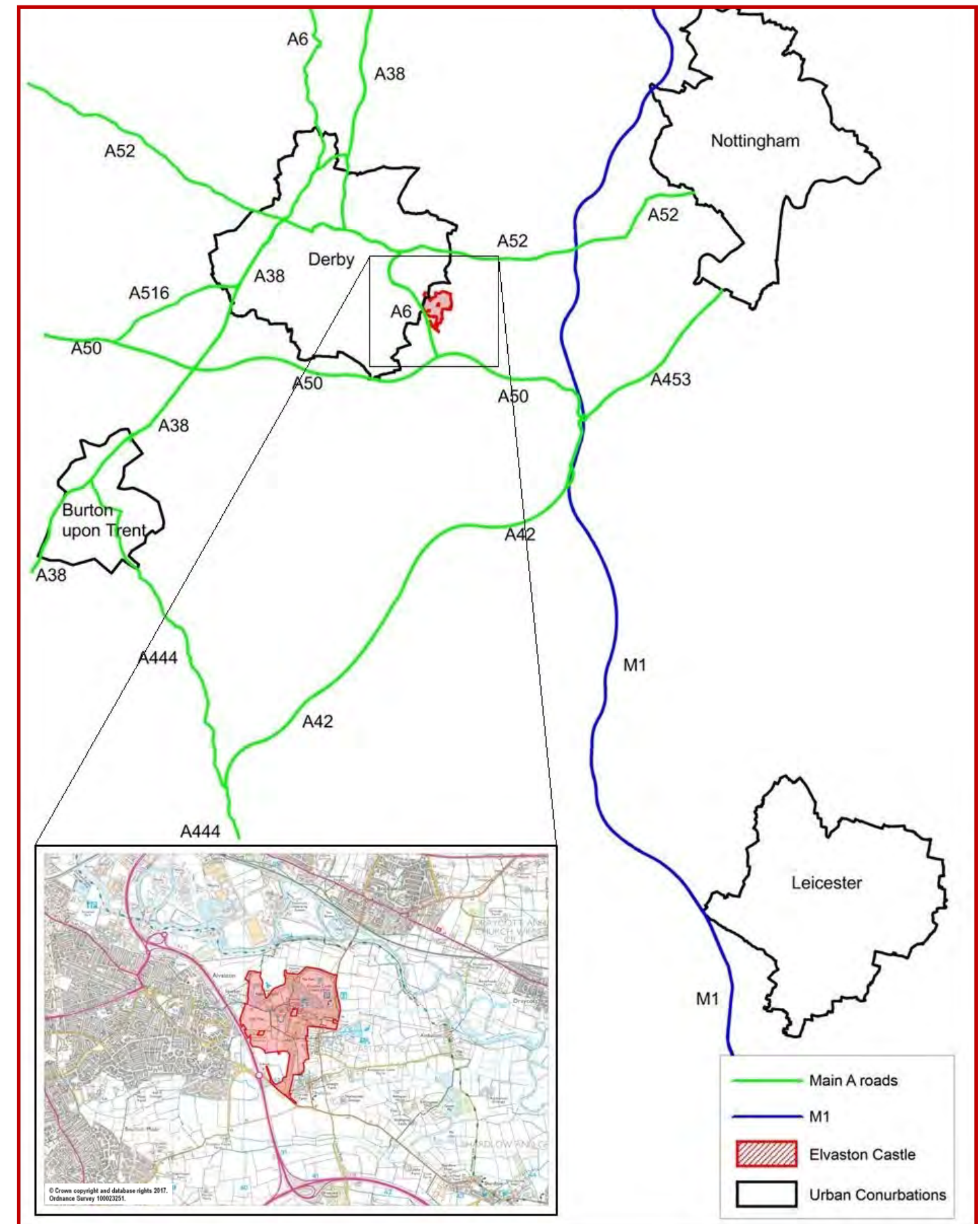
# Elvaston Castle Estate **Master Plan**

## Contents

	PAGE
Introduction	2
Background	3
• Elvaston Unlocked: Spirit of Place	4
Ownership & Designation	5
Master Plan <b>Components</b>	7
• Access and Movement	7
• Elements	8
• Area A	9
• Area B	10
• Car Parking	11
Phase <b>One</b> - Core Buildings	13
• Concept	13
• Viewpoints	14
Phase <b>Two</b> - Historic Gardens	16
Moving <b>Showground</b>	18
Current Projects	19
Focussed <b>Management</b>	20
Ascribed and Flexible <b>Land</b>	21

### Appendices:

#### 1) Capital Implementation Plan





# Introduction

Elvaston Castle Estate is situated approximately 6.5 km southeast of Derby City Centre.

The Estate was bought by Derbyshire County Council (DCC) in 1968 from an aggregates consortium. Elvaston was the first Country Park to open in the UK. It ran successfully as a Country Park and Museum for more than three decades. However, during the 1990s, in the context of financial and political pressures on local authorities across the country, DCC had to acknowledge a dilemma: having continued to make financial investment in Elvaston, developing it as a very popular local attraction over many years, the situation was becoming increasingly untenable. Although there was a continued financial commitment, it was recognised that the Castle, estate buildings and structures, and gardens required considerably increased resources.

Between 2002 and 2004, DCC commissioned two conservation plans. One for Elvaston Castle and associated buildings and one for the historic estate. These commissions were grant assisted by the Heritage Lottery Fund (HLF).

Following the completion of the conservation plans DCC jointly funded with Historic England (HE) the Essential Repairs Report and a Strategic Options Appraisal. The Essential Repairs Report (2011) set out all the repairs that were required on the Elvaston Estate to stem the decline of the Registered Park and Garden and the listed buildings and other garden structures that are in the ownership of DCC. The Strategic Options Appraisal (2013) used the costs identified by the Essential Repairs Report to investigate and test various use/development options and advised on various opportunities that might be considered. It outlined a robust analysis of the development options for the Estate to inform/identify optimum viable uses that were compatible with the historic significance of the site. It also, through consultation with HE, South Derbyshire District Council and DCC, identified a number of potential 'Enabling Development' sites. Both of these documents are available on [www.futureelvaston.co.uk](http://www.futureelvaston.co.uk).

Following these studies it became apparent to DCC that a new approach to Elvaston was required. DCC secured the assistance of the National Trust and working in partnership developed an ambitious 10 year vision for Elvaston which can also be found on [www.futureelvaston.co.uk](http://www.futureelvaston.co.uk).



The Vision has been formally adopted by DCC's Cabinet.

Key to the Vision are six 'guiding principles'. These principles will direct ALL future management decisions, whoever is responsible for Elvaston Castle and Estate:

- ① Freehold of the Estate will be retained by Derbyshire County Council;
- ② A competent single management body will control the overall governance of the estate with the balance of conservation, heritage and access at its core;
- ③ Financial sustainability will be fundamental to the delivery of the vision, facilitated by a business model that provides on-going reinvestment in the long term stewardship of the Estate without eroding its significance;
- ④ The historic, landscape and biodiversity significance will be protected, conserved and, where sustainable, enhanced;
- ⑤ Public access to the gardens, parkland and house will be provided and maintained; the parkland at least will be free at the point of entry on foot. The stories and rich heritage will be understood, shared and celebrated;
- ⑥ People, community involvement and partnership working will be at the heart of all activities.

DCC is now working in partnership with the Elvaston Castle and Gardens Trust with the ambition of handing the running of the Estate to the Trust as the 'competent single management body'. This masterplan represents the joint ambition of the Elvaston Castle and Gardens Trust and DCC for Elvaston.





## Background

The Elvaston Estate manifests many centuries of activity and improvement. There is written evidence that indicates that by the reign of Richard II (1377-99) there was a well-established substantial manor, estate and gardens. This is supported by St Bartholomew's church, which is adjacent to Elvaston Castle, being, in part, early 13th century.

In the early 16th century the Elvaston Estate was acquired by Sir Michael Stanhope and the Stanhope family resided at Elvaston for over four centuries. William Stanhope, the great, great, great grandson of Sir Michael was created the first Baron Harrington in 1730, rising to the first Earl of Harrington in 1742.

While the estate was improved by the 1st and 2nd Earls, it was the 3rd Earl, Charles Stanhope, who commissioned James Wyatt to undertake extensive remodelling of the house. James Wyatt died in 1813, by which date the designs for what was to become 'Elvaston Castle' were more-or-less complete. After Wyatt's death the commission was undertaken by Robert Walker, who realised much of Wyatt's vision by 1819.

It is rumoured that the 3rd Earl invited 'Capability' Brown to Elvaston. If this is true it must have been at the outset of the 3rd Earls tenure as Brown died in 1783. It was reported that Brown declared the "place so flat that there was such a lack of capability in it that he would not meddle with it"<sup>1</sup>

In 1829 the Estate was inherited by the 4th Earl, also a Charles. He must have been keen to continue the work initiated on the house by his father, as he appointed architect Lewis N Cottingham to work on extensions and interiors at Elvaston. The 4th Earl also introduced William Barron to Elvaston as Head Gardener in 1830. It was Barron who, more than anyone else, established the character of the Park and Gardens as we see them today.

The 4th Earl, was a nineteenth century eccentric 'dandy' who, towards the end of the 1820s, met and fell in love with Maria Foote, an actress, who, by the order of the day, had something of a chequered past. The couple married in 1831, and were not received well in London society. In part, as a result of this, the Earl and the Countess retreated to Elvaston. The 4th Earl appointed William Barron to create romantic pleasure grounds for the married couple.

Barron did this by utilising his passion for conifers, developing the practice of transplanting mature trees and by creating fantastic elements of rockwork structures. Barron worked for the 4th Earl until his death in 1851 and then, with a much reduced garden staff, for the 5th and 6th Earls until Barron left Elvaston in 1865 to set up a nursery in nearby Borrowash.

<sup>1</sup> William Barron, *The British Winter Garden*, 1852, p.2.







After Barron left Elvaston it is recorded anecdotally that the formal pleasure gardens slowly slipped into decline under the Stanhope family. However this changed in 1928 when the 10th Earl died in a hunting accident just one year after inheriting the title. The 11th Earl was only a boy when he inherited the estate and family title. With the onset of World War II the Stanhope family left Elvaston to live in Ireland.

During the War Elvaston Castle housed a Teachers' Training College. In 1964 the estate was first put up for sale. Ultimately the estate was purchased by an aggregates consortium. After a number of failed attempts to gain planning permission to demolish the Castle and extract aggregates from the site the consortium sold the estate to Derbyshire County Council which opened the estate as the first Country Park in England in 1970.

The fixtures and fittings of the Estate and Castle were sold prior to it being purchased by DCC.

The Estate was run successfully as a Country Park and Museum for more than three decades. Generations of local and wider Derbyshire residents have benefited from school visits, weekend events or simply walking over and becoming familiar with this richly diverse landscape.

Through DCC's joint working with the National Trust the following statement was produced that seeks to summarise the essence of Elvaston and how the many layers of history manifest today:

### **Elvaston Unlocked: Spirit of Place**

*Created by many hands as a haven for a family line, turned by circumstance into a sanctuary for two lovers and transformed into an escape from 'everyday life' for thousands; this continually evolving, miniature world reveals countless glimpses of its long history.*

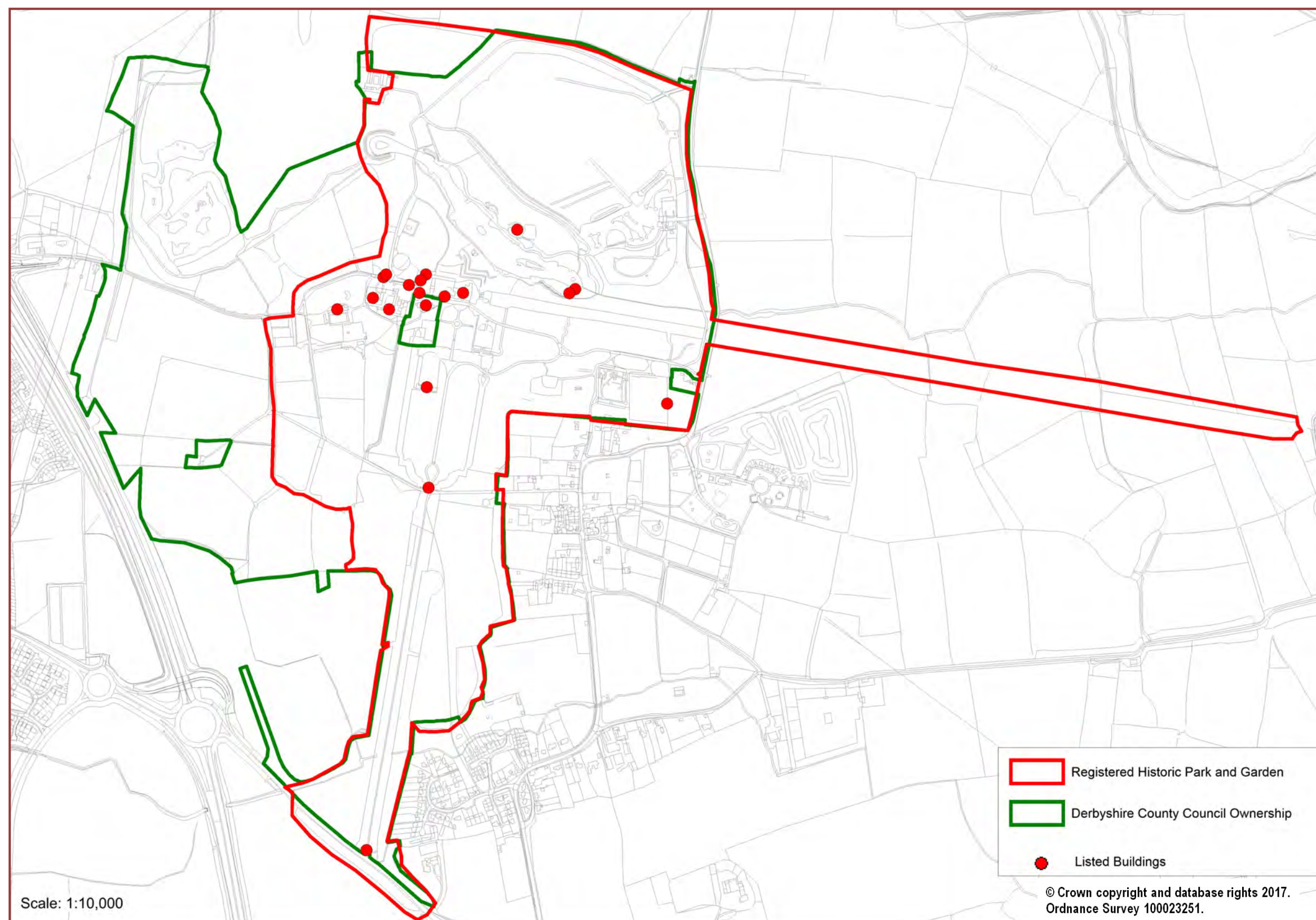
*The castle stands at the heart of the estate, overlooking a landscape ranging from majestic conifers and woodland to formal topiary and rock work which inspired so many historic estates. Slightly worn at the edges, this homage to romantic Gothic fantasy still has the power to inspire and surprise with its gleaming gilt and dramatic painted interiors.*

*Some of the grandeur of Barron's experimental design has been eroded by happy, running feet and generations of exploring hands; the growing power of the Stanhope family has waned, but their enduring creation of fantasy and escapism is still felt throughout the house and grounds.*





## Ownership & Designation

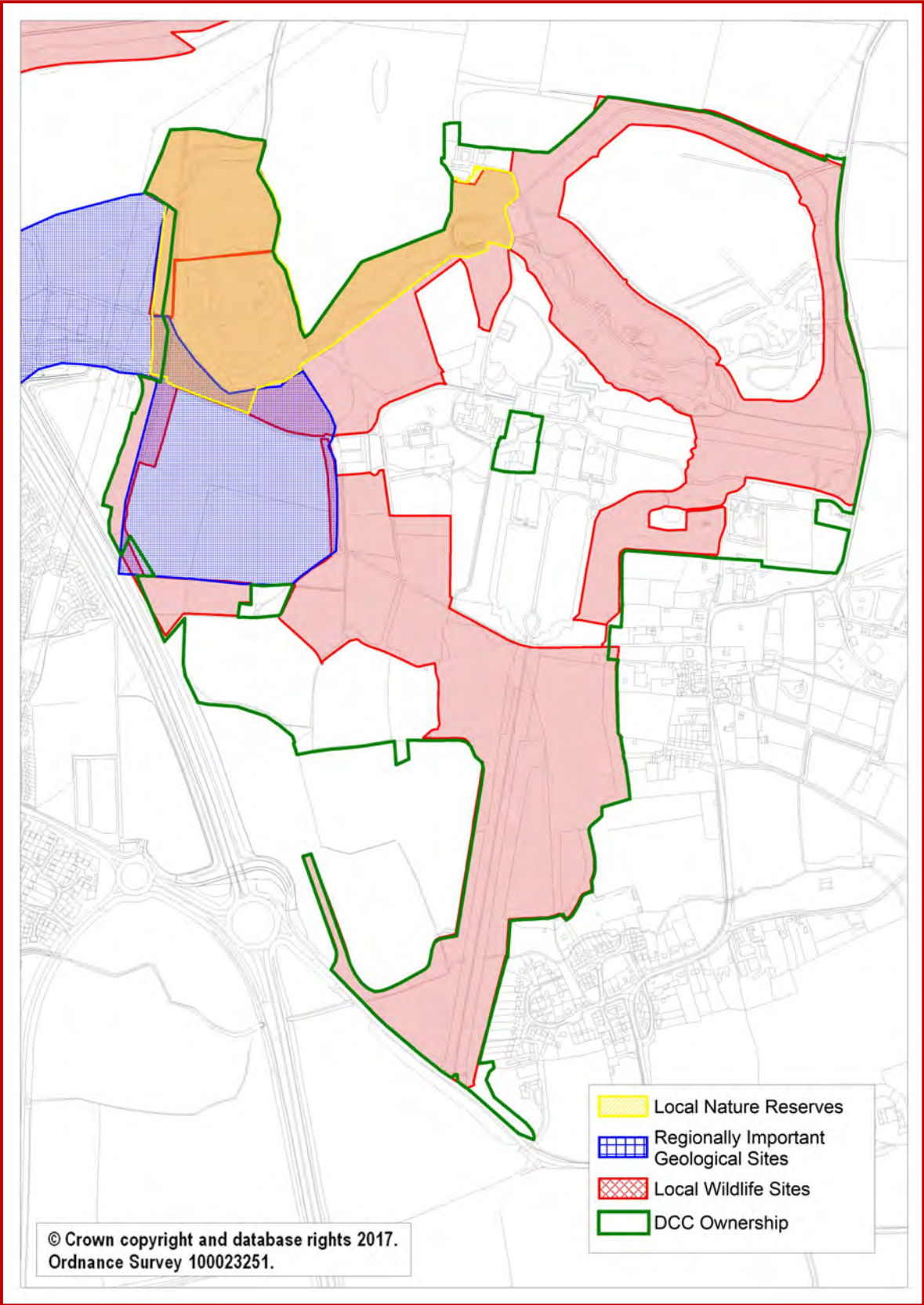




Elvaston Castle Estate is included on Historic England’s Register of Historic Parks and Gardens and is grade II\*. The majority of the registered park and gardens are in the ownership of Derbyshire County Council.

Within the boundary of the registered park and gardens there are also a number of listed structures:

- |  |           |
|--|-----------|
| • Church of St Bartholomew (Not owned by DCC)        | Grade I   |
| • Elvaston Castle                                    | Grade II* |
| • St Bartholomew churchyard walls (Not owned by DCC) | Grade II  |
| • Moorish Temple and terrace                         | Grade II  |
| • Golden Gates and attached walls                    | Grade II  |
| • Stables to the west of Elvaston Castle Coach House | Grade II  |
| • Nursery Garden walls and attached outbuildings     | Grade II  |
| • Carriage wash                                      | Grade II  |
| • Gatepiers and walls to the west of Elvaston Castle | Grade II  |
| • Coach House and attached buildings                 | Grade II  |
| • Pump House   | Grade II  |
| • Stable block east of the Kennels (Gas House)       | Grade II  |
| • The Kennels  | Grade II  |
| • London Road Lodge Entrance Gates                   | Grade II  |
| • Farm buildings west of St Bartholomew Church       | Grade II  |
| • Information centre and shop                        | Grade II  |
| • Springthorpe Cottage                               | Grade II  |
| • The Boathouse                                      | Grade II  |
| • Grotto on northern side of lake                    | Grade II  |





# Master Plan Components

## Access and Movement



New vehicular access from either the roundabout on the A6 or the south avenue gates on Shardlow Road to the new visitor Car Park . The road will be carefully designed to minimise its impacts.



The new access road will help to alleviate traffic pressure through Thulston, Elvaston and Borrowwash. Access to St Bartholomew's Church, Elvaston Cricket Club and the Kennels and Saw Yard residential area will be via the new access road.

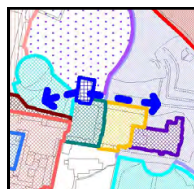
The new road and car park are essential to unlock the full potential of the Estate's core buildings.



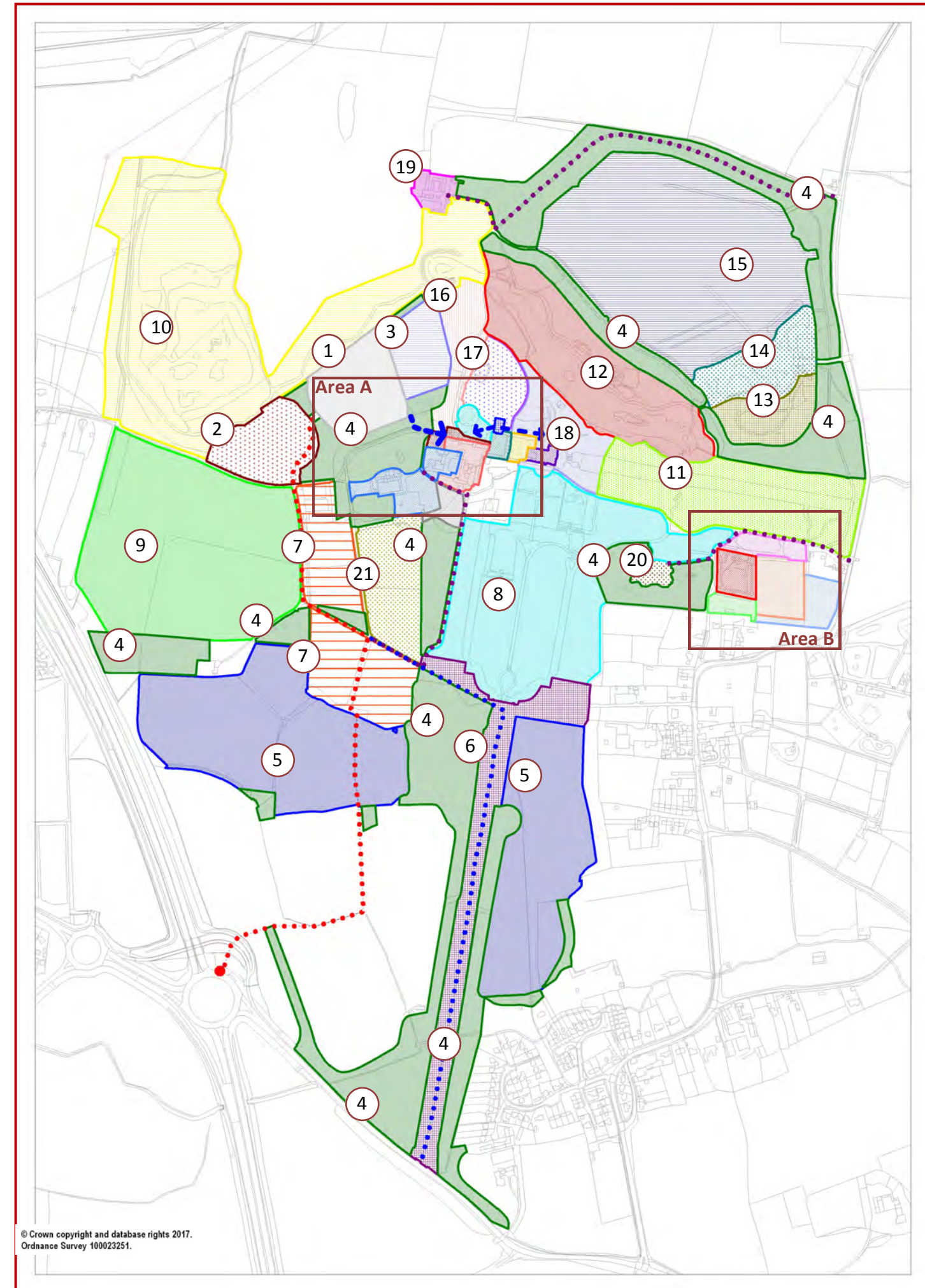
Other Vehicular routes for 'private' uses on the Estate.



Main access point for visitors arriving to the Estate by car.



Circulation to the wider estate from the new car park when the Castle Court Yard is cordoned off to support private functions in the Castle.





## Elements

- ① Main visitor car park. To be formally laid out using water permeable materials.
- ② Overspill car park.
- ③ Picnic and kick around area.
- ④ Woodland. All woodland will be managed to ensure its health and to promote biodiversity. Where appropriate public access will be allowed. Other learning initiatives and commercial activities such as Forest School and a 'Go Ape' should be considered.
- ⑤ Pastoral farmland. Currently managed through lease. Weighting in the selection of future leases to take account of environmental practice, rare breeds, etc.
- ⑥ South Avenue and Golden Gates flanking lawns. Maintained for informal recreation/walking. Care needs to be taken with the design of the new access road so as not to negatively impact on the character of the South Avenue. The South Avenue could possibly be used as the principal route for pedestrians and cyclists accessing the park from the new residential development to the south of the estate. Grassland margins to the South Avenue should be managed to encourage greater bio-diversity.
- ⑦ Pastoral farm land – see 5. Could also be used to support other uses on the estate such as an equestrian centre.
- ⑧ Core Pleasure Gardens. To be managed to conserve and enhance William Barron and the 4<sup>th</sup> Earl's original design intentions. Works in the Garden's Maintenance Management Plan are to stop further loss of its historic significance. Future phases may include the recreation of lost elements. As the condition of the Core Gardens improves charging for access will be considered.
- ⑨ Pastoral farm land – see 5. Possible location for future events field as the land is free draining and will be readily accessible from the new vehicular access route and car park. It is also adjacent to the access road leading from the dual carriageway section of the A6 (Bridlegate Lane).
- ⑩ Local Wildlife Site. Continue to be managed as a wildlife site encouraging greater appropriate bio-diversity. Interpretation in area to be enhanced.
- ⑪ East Avenue. Maintained for informal recreation/walking. Grassland margins to East Avenue should be managed to encourage greater bio-diversity. Avenue trees need careful monitoring, especially Barron's tree planting. Management is needed to reduce/not worsen root compaction.
- ⑫ Lake and Rock Work. To be managed to conserve and enhance William Barron and the 4<sup>th</sup> Earl's original design intentions. Issues concerning the lake's hydrology need to be identified and addressed. Rockwork requires careful consolidation and restoration, especially grade II listed Grotto.
- ⑬ Glamp Site. Lease site for camping and holiday use.
- ⑭ Current Visitor Car Park. In the short term improve connections between the car park and the core buildings. In the medium term move visitor car parking. Current site could then be used to enhance glamping offer as well as providing car parking for one off events.
- ⑮ Show Ground. In the short to medium term manage as the Estate's principal events space. Longer term retain as secondary events space/ use for pasture and/or use in connection with glamping offer.
- ⑯ Mown grass picnic area. Grass margins to be managed to encourage greater bio-diversity.
- ⑰ Paddock. To be developed in part as a pay for entry adventurous play facility.
- ⑱ Immediate surrounding to Elvaston Castle. Managed for informal recreation such as picnicking. A programme of events should be considered to exploit the terraces' amphitheatre arrangement.
- ⑲ Home Farm residential area. Site includes restored and converted farm house and 'horse shoe' barn and an element of enabling development. Access to the site via Bedford Drive.
- ⑳ Thatch Cottage residential area. Enabling development site accessed via Castle Drive.
- ㉑ Elvaston Cricket Club.

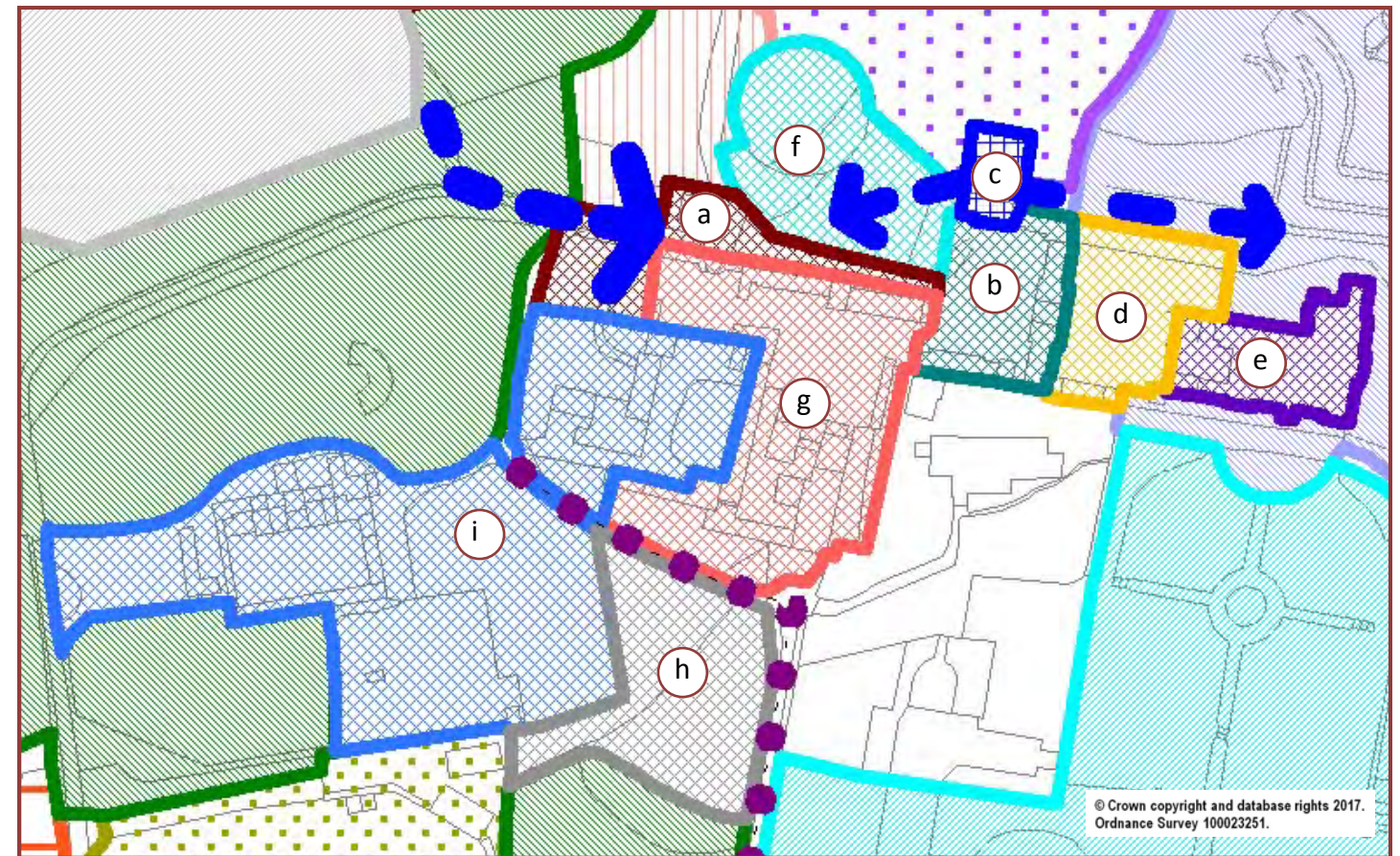


# Master Plan Components

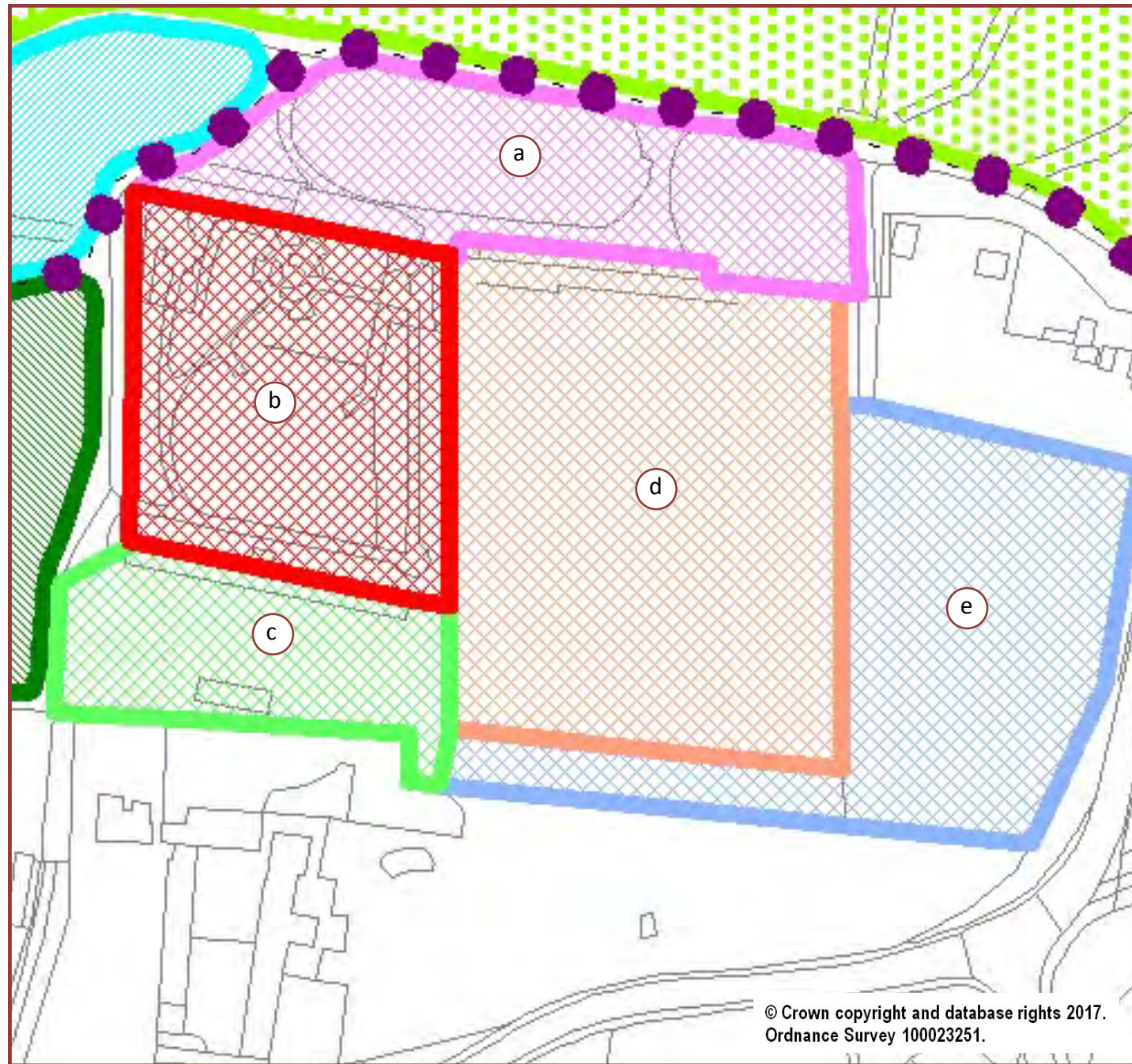
## Area A

- (a) Visitor arrival area. Enhance interpretation. Possibly use Springthorpe Cottage as a Visitor Entrance facility.
- (b) Top Stable Yard. Restoration and conversion of buildings possibly including Café, retail and office. Area to accommodate visitor facing staff.
- (c) New build to accommodate new café facility.
- (d) Castle Courtyard. Current carriage range to be glazed and plastered out so it can be used as a flexible space to support functions/events on the ground floor of the Castle. Courtyard to be able to be cordoned off for exclusive use in conjunction with the Castle.
- (e) Elvaston Castle. Ground floor to be flexibly used for education, conference, weddings, etc. Upper floors to be converted to residential – this could be holiday lets or long term lease or a combination.
- (f) Special events parking to support events in the Castle. Careful management of space required to facilitate deliveries.
- (g) Lower Stable Yard and Museum Buildings\*. To be restored and where appropriate converted to accord with the Elvaston Vision. Uses include retail, offices and workshops. Possible starter project for the Elvaston Castle and Gardens Trust.
- (h) Formal parking area for the Church
- (i) Kennels and saw yard residential area. Includes the conversion of the kennels (3 units) and the gas house (1 unit). It could also include, as Enabling Development, 10 houses on the site of the former Kennels Cottage and 2 houses on the footprint of the new build buildings in the saw yard. To be accessed via Church Drive.

\* The lower stable yard currently includes a stables and livery business. This use is what a number of the buildings were first developed for, however, the compatibility and on-going feasibility of this use in these buildings, while not ruled out, needs to be considered carefully. It is felt that a stabling and livery business elsewhere on the estate, if it is not in the lower stable yard should be promoted, if it is financially viable, as it is a use that is appropriate to the character of the Estate.

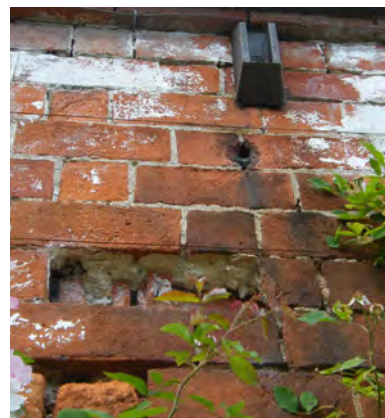






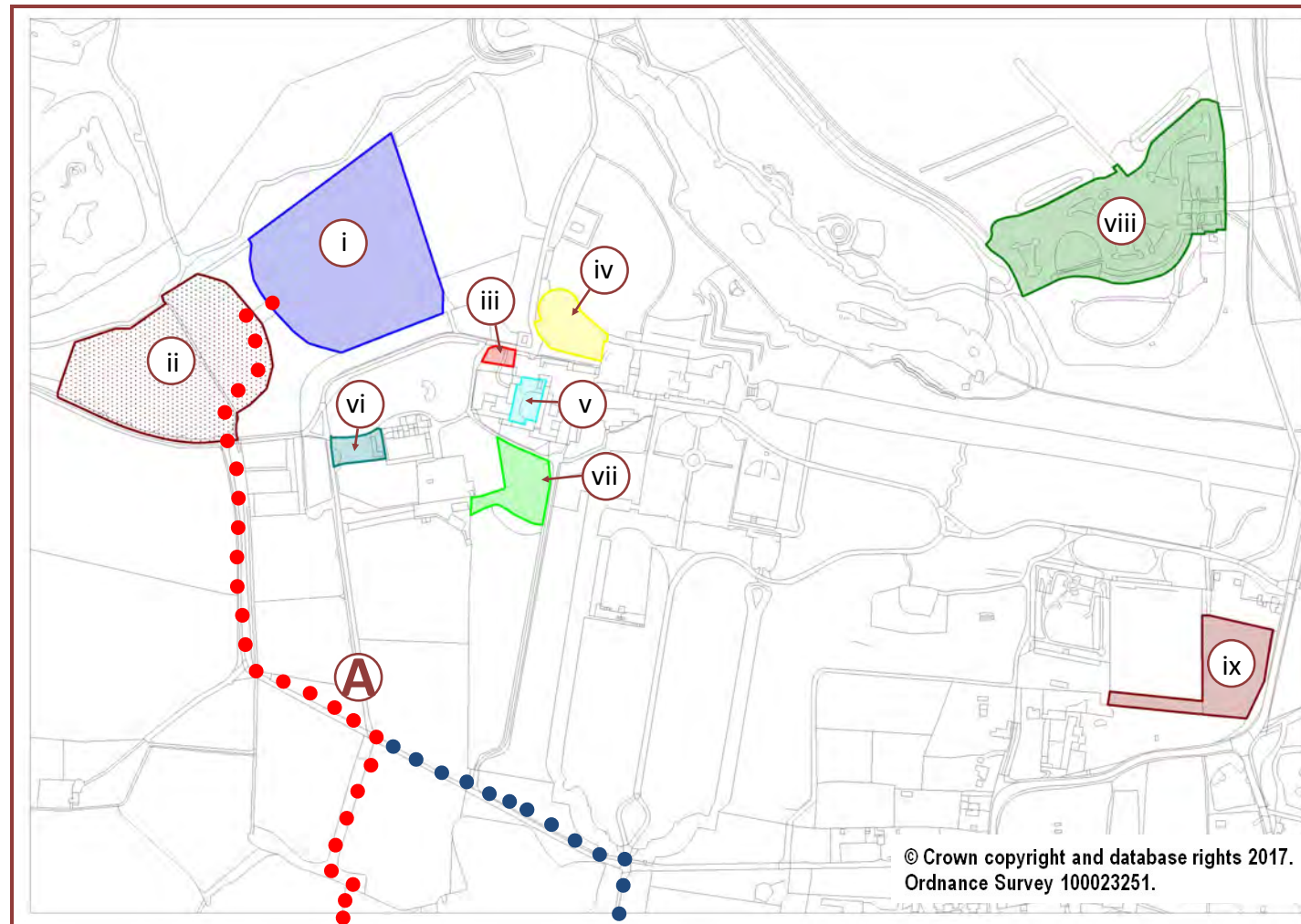
## Area B

- (a) Area in front of walled gardens. Area to be managed in accordance with Gardens Maintenance Management Plan. Small amount of parking to be included to facilitate the use of the walled gardens, i.e. disabled guests / bride and groom.
- (b) Old English Garden. Garden to remain open to the public. Garden to be licenced so that wedding and civil ceremonies can be conducted. Occasional closure may be required to facilitate weddings or other events.
- (c) Frame Yard. Area to be used as the operational base for site staff and vehicles and site refuse.
- (d) Nursery Garden. Area to be used for private events such as weddings. Glasshouse restoration is medium to long term objective. Part of area needed for horticulture to support core gardens.
- (e) Heritage orchard and potential car park for events in the nursery garden.





# Master Plan Components



## Car Parking Strategy

- i Main Visitor Car Park. This car park will be accessed via the new access road off the B5010. It will replace the current car park and should be used by all general visitors to the site. Access to the Estate from the car park will be from its southeast corner. Visitors to specific uses on the Estate, such as Elvaston Cricket Club should also use this car park.
- ii Overspill Car Park. This area is only to be used when there are capacity issues on site such as in high season or if there are particular events that increase pressure on car parking.
- iii Disabled visitor parking. Area accessed through main car park.

- iv Car parking for special events in the Castle and Castle Courtyard and to support residential uses on the upper floor of the Castle. Area requires careful management and design as this is also where deliveries will be dropped off and the character of the historic lunging circle/ménage needs to be respected. Access to this car park will be via the new access road until point A where vehicles will continue directly north along the Estate's existing road network.
- v Car parking for operators in the upper and lower stable yards and for residential properties in the saw yard area. Businesses will be allocated 1 parking space each and residential units 2 parking spaces. Access to this car park will be via the new access road until point A where vehicles will turn east along the Estate's existing road network and then north along Church Drive.
- vi Car parking for the Kennels. Access to this car park will be via the new access road until point A where vehicles will continue directly north along the Estate's existing road network.
- vii Car park for St Bartholomew's Church. Car park to be gated and only open for services and events in the Church (such as weddings).
- viii Current Visitor Car Park to be closed in the medium term. This area could be used to support an enhance glamping offer or/and providing car parking for one off events.
- ix Parking for events in the Nursery Garden.

### Parking at Hardwick Hall









# Phase One - Core Buildings

## Concept

The first phase of the Elvaston project will tackle the historic buildings at the core of the site bringing them into active use to provide a revenue stream to contribute towards the costs of running the Estate.

It has been identified that visitors to Elvaston may never visit or even know about the core buildings as legibility of the whole site is poor from the current car park. For this reason it is seen that an essential component of this first phase will be moving the main car park from its current location to an area just to the north west of the core buildings. To do this a new vehicular access will be required running from either the roundabout on the A6 or from the south avenue gates on Shardlow Road to the new car park.

The new access road should alleviate traffic pressure through Thulston, Elvaston and Borrowash.

Moving the car park will make the core buildings, once again, the centre of Elvaston providing visitors with convenient facilities and attractions and visitor information to orientate and explore the whole estate. In turn this will ensure that any commercial activity across the estate will get sufficient footfall to make it economically viable.

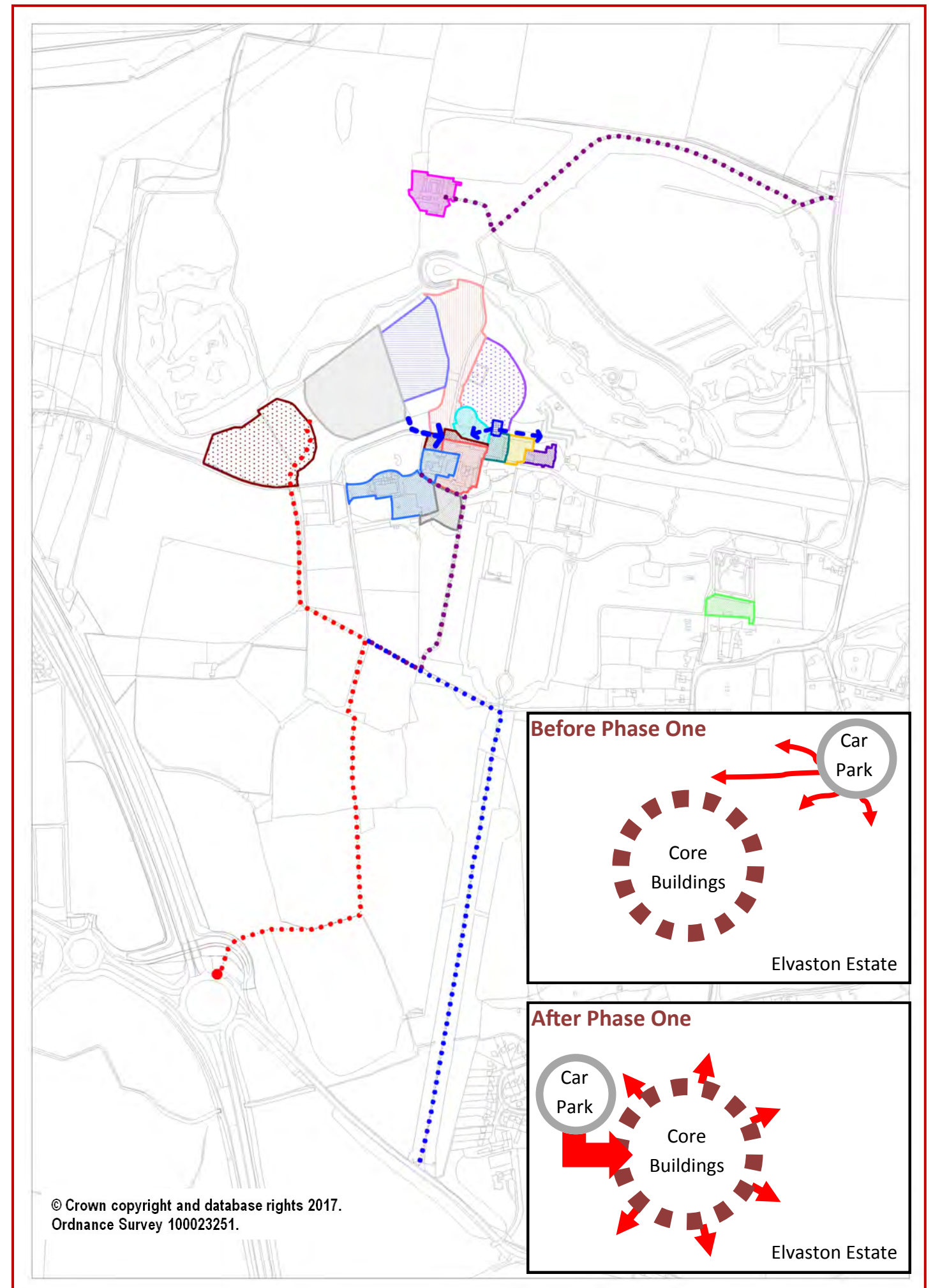
The core of the Estate will become a vibrant centre through which visitors will percolate to gain access and discover the whole of the Elvaston estate.

The core visitor facilities will be based around the top stable yard and are likely to include:

- Visitor welcome
- A new café
- An adventurous play facility
- Visitor facing staff offices
- Office space on upper floors.
- Visitor facilities such as toilets
- Retail units
- Visitor Interpretation
- Flexible spaces for 'pop-up' retail & Events

As the top stable yard becomes vibrant, further opportunities for retail and offices will be considered in the lower stable yard and museum buildings.

The Castle will also be brought back to life. The ground floor will be managed flexibly to host weddings, conferences and smaller meetings. There will be the ability to combine its use with the Castle Courtyard giving guests exclusivity of this area for functions. Included on the ground floor will be an education room that can be used independently to the rest of the Castle.





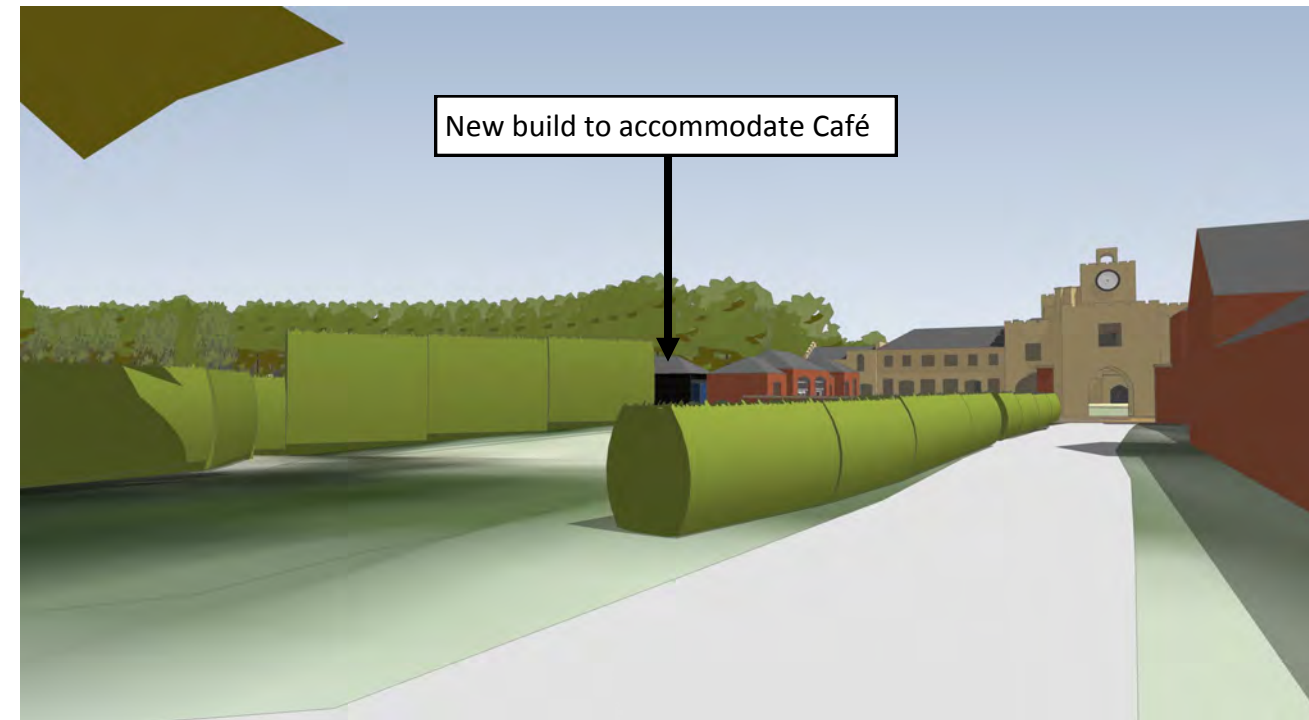
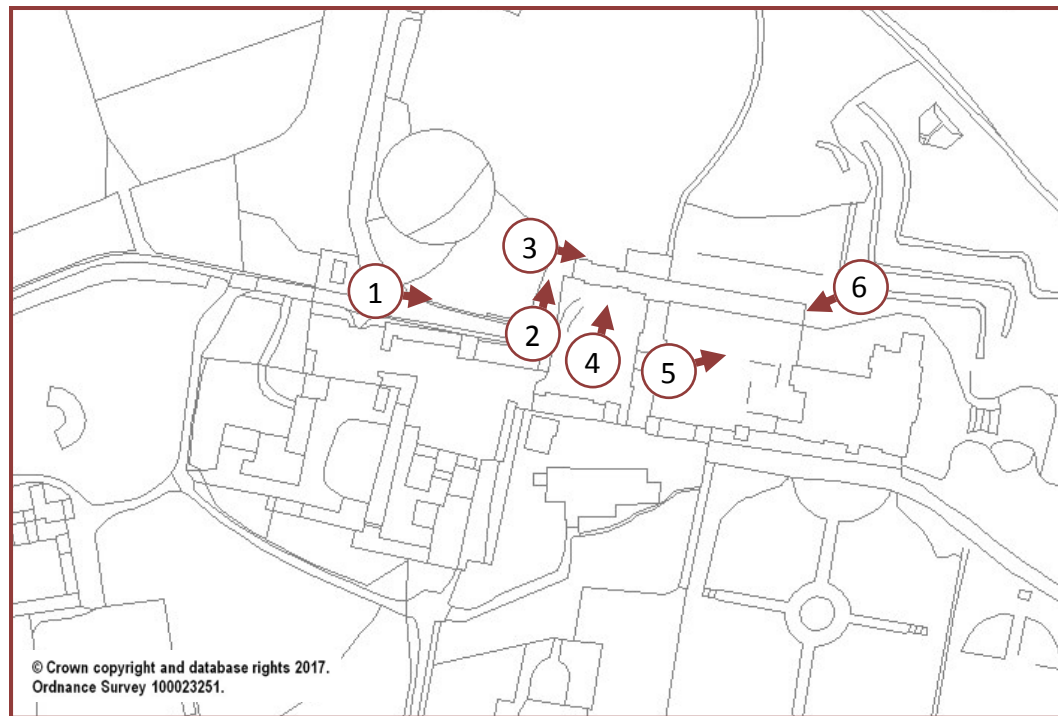
Upper floors of the Castle will be developed as a residential offer. Short term holiday lets through to long leases will be considered. The residential use will bring vitality and surveillance to the core of the estate.

Funding for the first phase is likely to be a mixture of Grant funding (such as the Heritage Lottery Fund), Derbyshire County Council capital funding and borrowing, development partner and operator funding as well as finance through developing parts of the site for housing, including 'enabling development'\*

The need for a change in operational management will be required with operational vehicles being stored and kept out of key visitor spaces as much as practicable. This will require the creation of a secure compound in the frame yard adjacent to the walled gardens to house 'site operations'.

It is thought that it may take up to 5 years to deliver phase 1 with works being carefully sequenced. As part of the initial work of moving the car park and creating a new vehicular access to the park, the opportunity will be taken to upgrade services to the core buildings.

#### Viewpoint Locations



Viewpoint 1

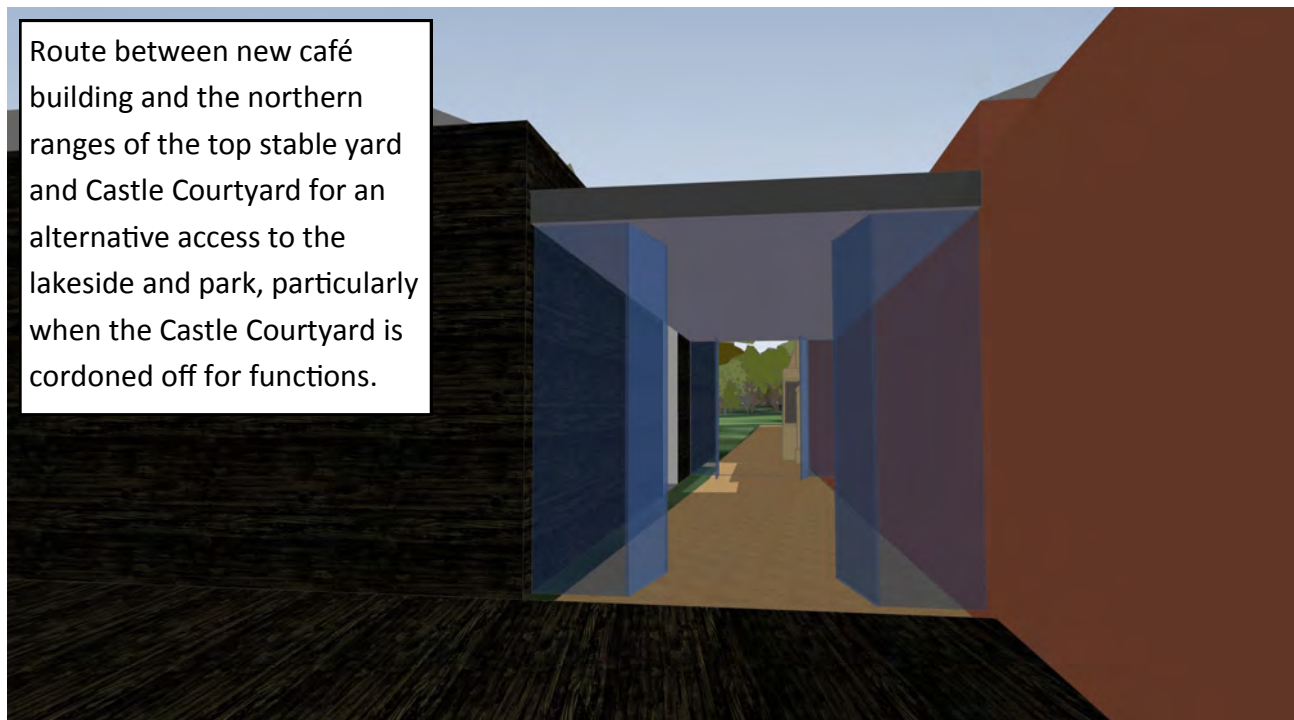


Viewpoint 2

\* "Enabling development is development that would be unacceptable in planning terms but for the fact that it would bring public benefits sufficient to justify it being carried out, and which could not otherwise be achieved. The key public benefit to significant places is usually the securing of their long-term future." Enabling Development and the conservation of significant places, Historic England

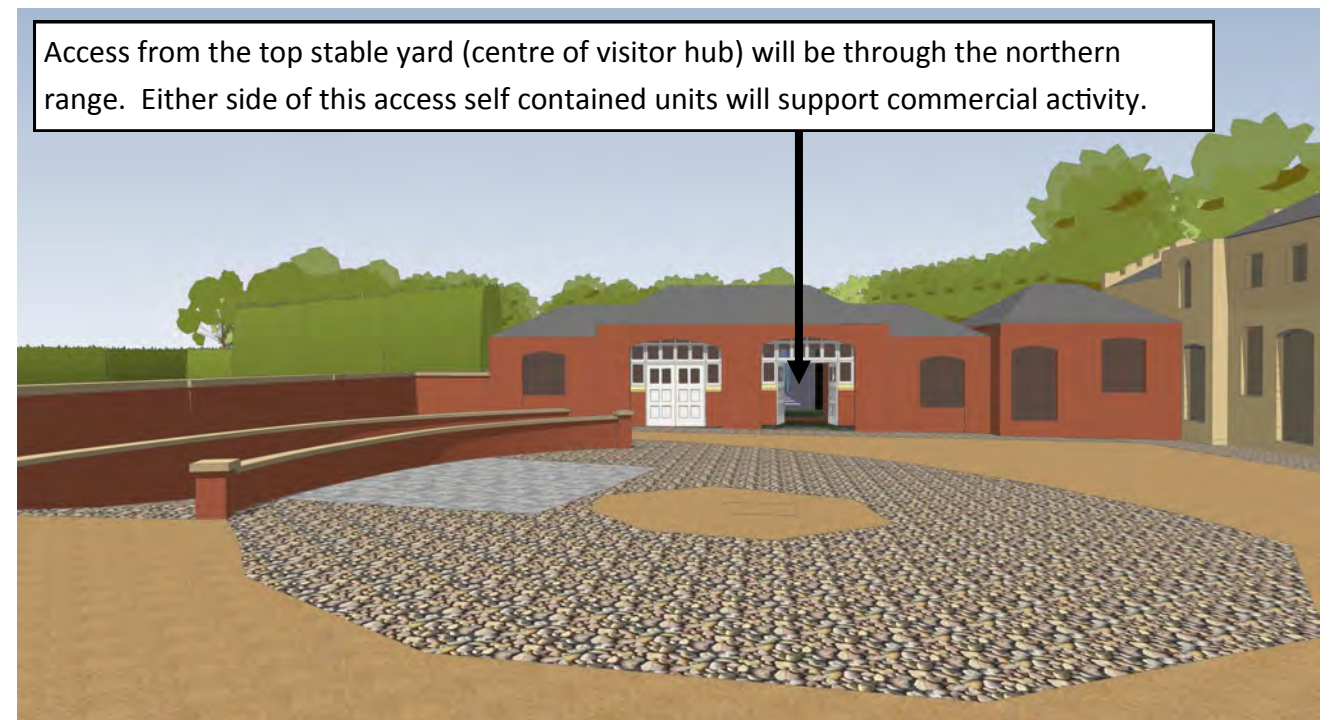


Route between new café building and the northern ranges of the top stable yard and Castle Courtyard for an alternative access to the lakeside and park, particularly when the Castle Courtyard is cordoned off for functions.



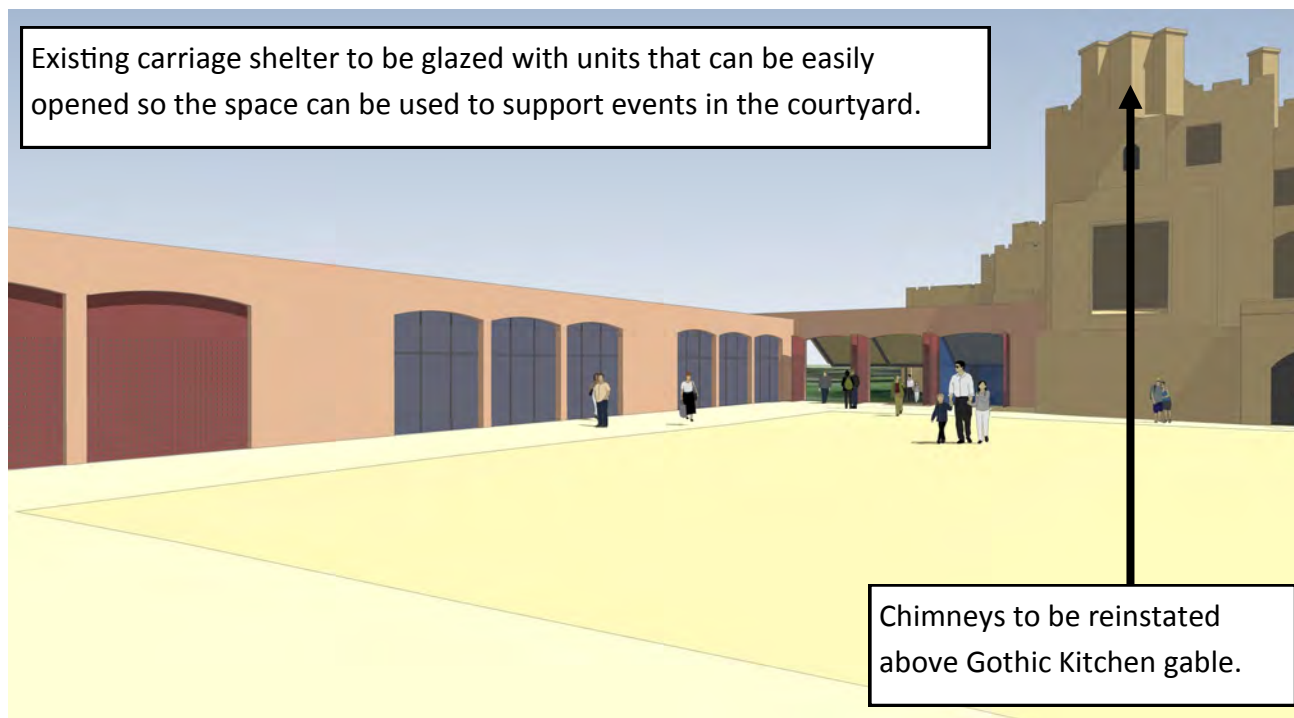
Viewpoint 3

Access from the top stable yard (centre of visitor hub) will be through the northern range. Either side of this access self contained units will support commercial activity.



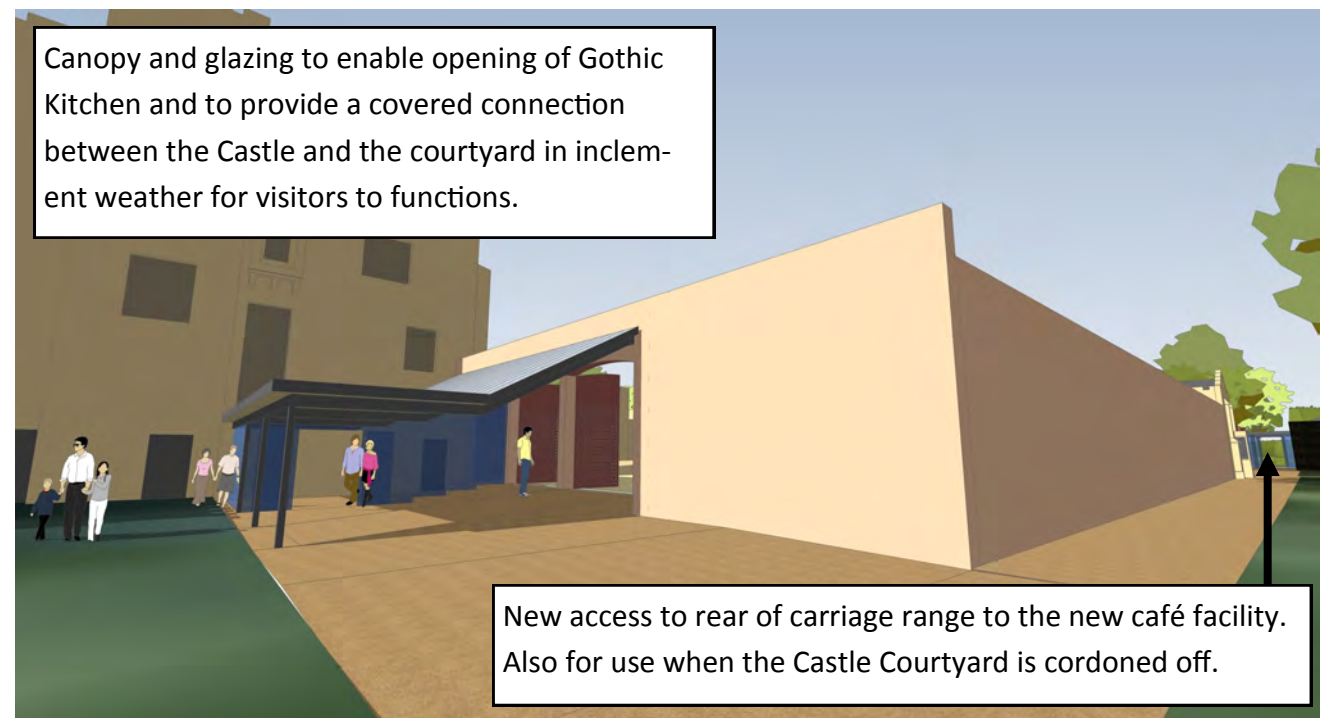
Viewpoint 4

Existing carriage shelter to be glazed with units that can be easily opened so the space can be used to support events in the courtyard.



Viewpoint 5

Canopy and glazing to enable opening of Gothic Kitchen and to provide a covered connection between the Castle and the courtyard in inclement weather for visitors to functions.



Viewpoint 6

New access to rear of carriage range to the new café facility. Also for use when the Castle Courtyard is cordoned off.



## Phase **Two** - Historic Gardens

### Concept

Elvaston's landscape is recognised nationally, extensively for the work of William Barron under the patronage of the 4th Earl of Harrington. This is reflected by the Elvaston Estate having a Grade II\* listing on Historic England's Register of Historic Parks and Gardens.

It is hoped that the recently commissioned Gardens Maintenance Management Plan (GMMP) will re-profile existing garden resources to maintain the gardens to minimise any further loss of its historic significance.

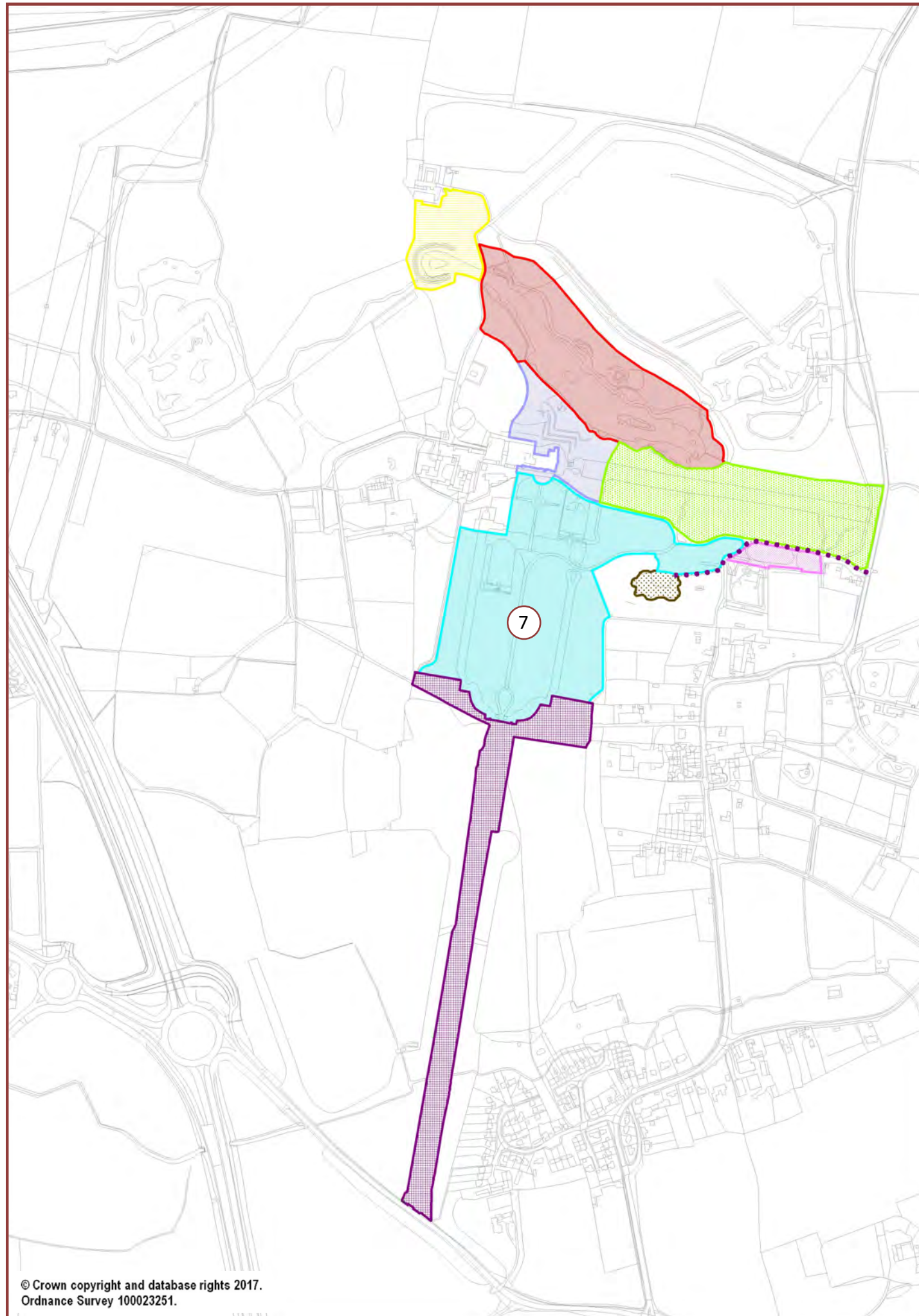
Even with the GMMP in place there are a number of challenges that the gardens and parkland face, the most pressing of which is the hydrology of the site, including the lake.

Phase two will lead on from the success of phase one and the work undertaken as part of the Gardens Maintenance Management Plan. However, there are a number of elements that will require a significant capital investment. These include:

- Lake restoration including works to the clay liner and the removal of contaminated silt.
- Restoring and enhancing drainage across the site
- Restoration of rock work including the Grade II listed grotto and sunken garden.
- Reinterpretation of some of Barron's early yew planting where original planting is beyond retraining but the design intention will be lost without some new planting.

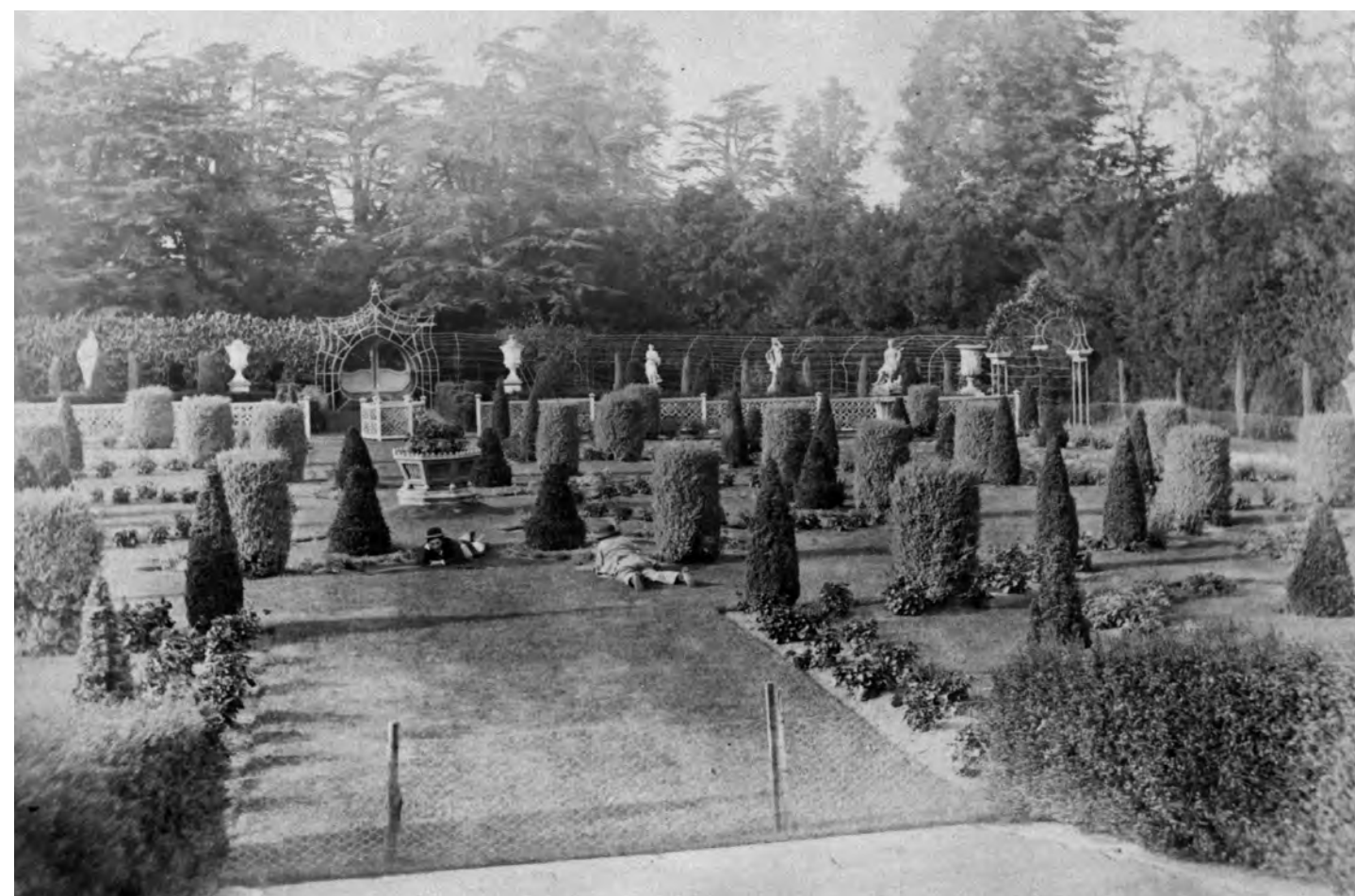
In addition to this, it may be desirable to recreate some of Barron's lost designs such as the 'Mon Plaisir' and the 'Alhambra' gardens. Both of these are in the Core Pleasure Gardens. As the condition of these gardens improves and more floral displays are incorporated, charging an entry fee may be considered for area 7.

It is hoped that the moving of the main visitor car park as part of Phase One will alleviate some of the immediate pressure being placed upon the grade II listed Grotto to the north of the lake and root compaction caused by footfall along the East Avenue.





At the height of Barron's tenure as Head Gardener at Elvaston there were over 100 gardeners working on the estate. In undertaking a restoration of the grounds of the Elvaston Estate, an understanding of the resource available to maintain it post completion needs to be kept in mind. It is not the intention to restore the grounds to a point where their maintenance is beyond the available resource. The ambition is to get them in to sustainable 'good-heart' where the significance of Williams Barron and the Fourth Earl of Harrington's designs are clearly appreciable for generations to come.





# Moving Showground

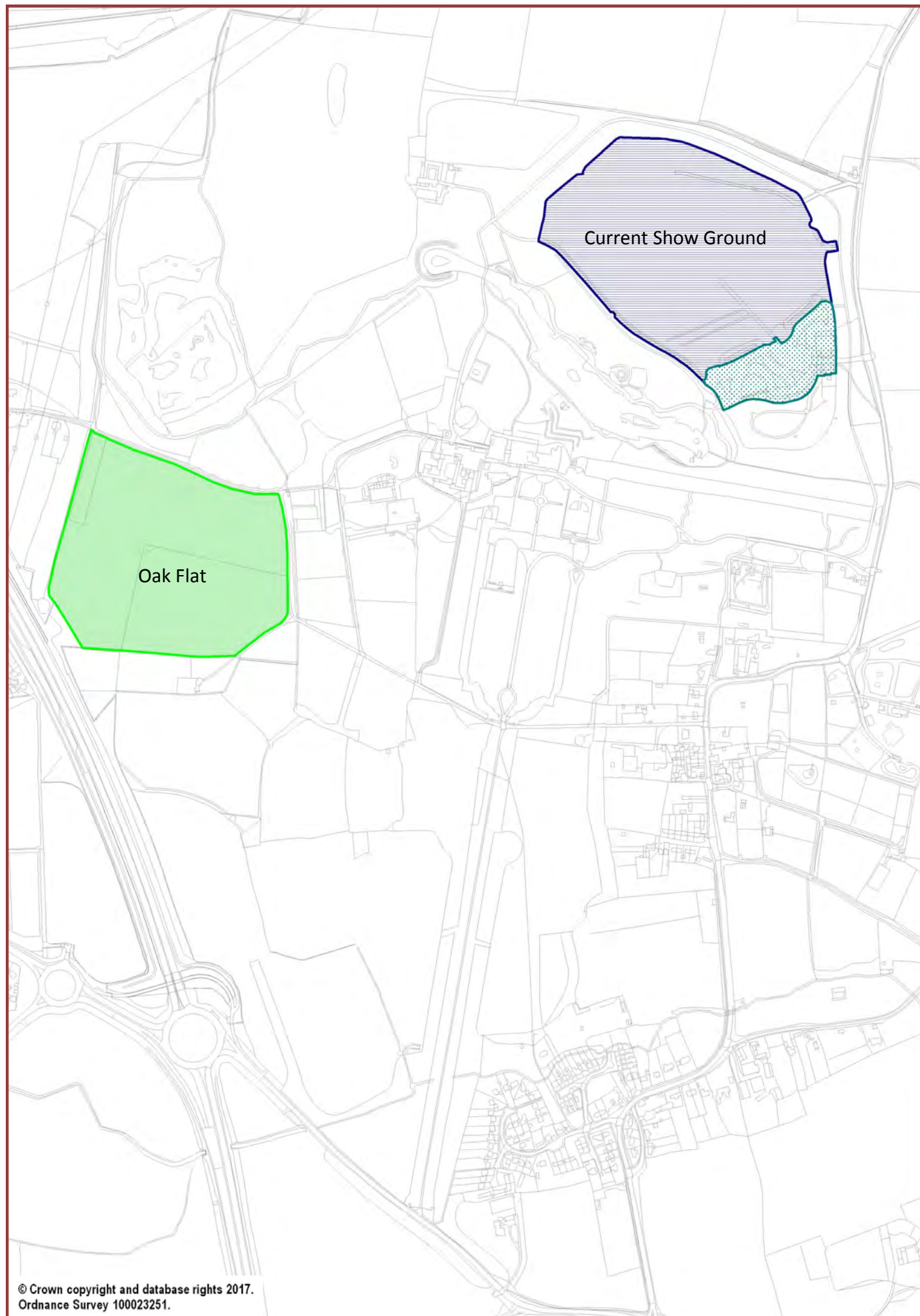
## Concept

At any time after Phase One it is the intention to move the Show Ground from its current location to Oak Flat. These fields are adjacent to the route of the proposed new access road and car park and are accessible from the dual carriage section of the A6 via Bridlegate Lane. Also, these fields, unlike the current show ground, are free draining.

The current Show Ground has been the location of many successful events, however, due to the hydrology of the site the number of times the Show Ground can be used is limited as it quickly becomes water logged and can require considerable recovery time between events. This is not the case with Oak Flat which is entirely outside the Environment Agency's predicted flood zones. Oak Flat is therefore more reliable, enabling a greater number of revenue generating events to be held.

In addition to this, because of the new access road, visitors to events would be less likely to contribute to congestion in the neighbouring settlements of Thurston, Elvaston and Borrowwash.

If the main events space moves from the Show Ground to Oak Flat other uses need to be found for this area. The Show Ground and existing car park could be retained as a secondary events space and/or use for pasture and/or use in connection with a 'glamping' offer.





# Current Projects

Derbyshire County Council is already undertaking projects to release revenue potential of areas of the Elvaston Estate in line with the adopted 10 year Vision.

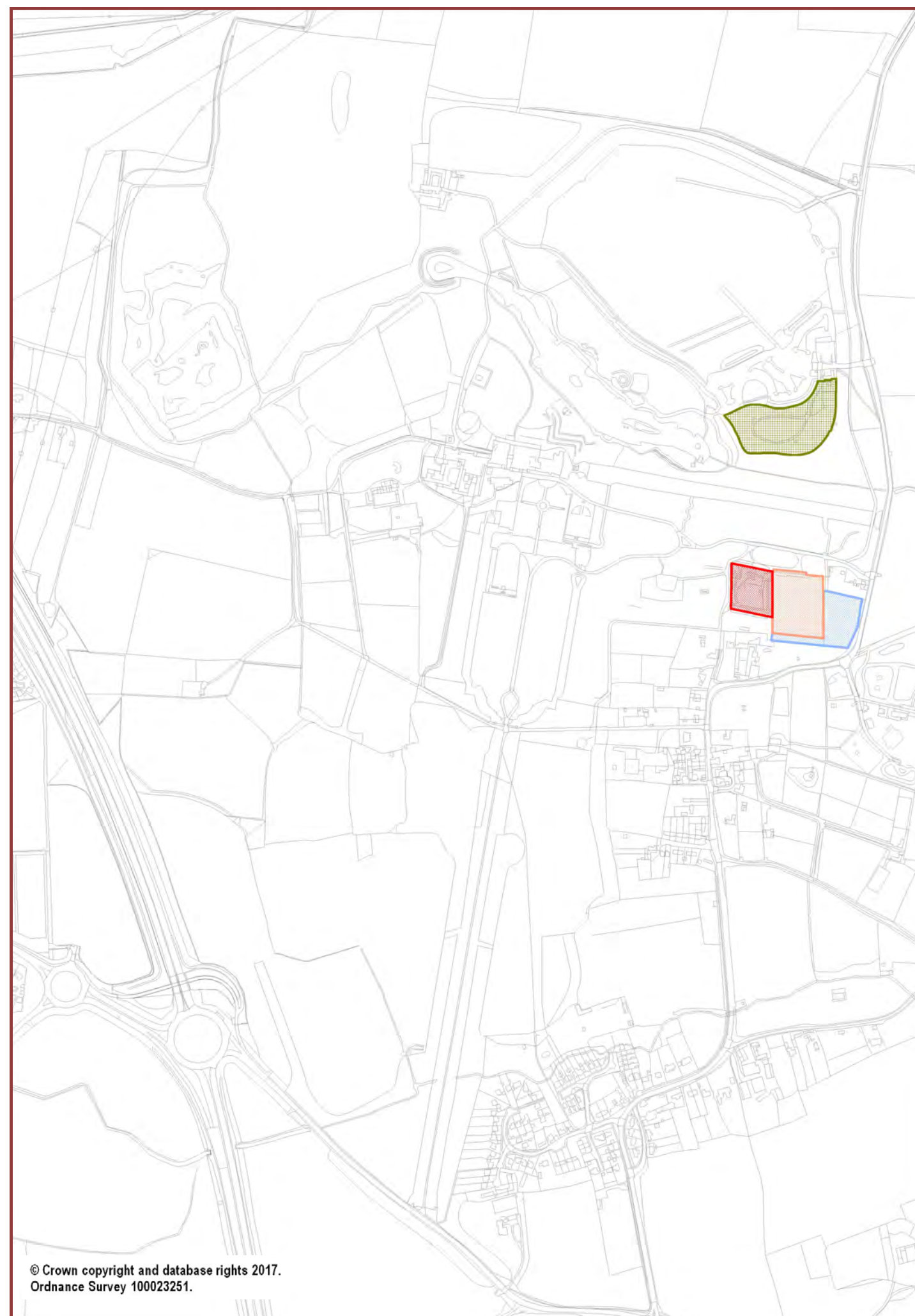
These areas include:

- **The former caravan site:** This site has recently had its foul drainage infrastructure repaired as well as the toilet block facilities being refurbished. The site is due to be advertised for lease for 'glamping' related uses.
- **Old English Garden:** This walled garden has been licenced as a space where wedding ceremonies can take place and forms part of a package that has been put out to find an operator who will run a weddings offer at Elvaston. In addition to this the space can also be booked for other uses. Money to repair the wall between the Old English Garden and the Nursery Garden has been secured and works should be completed in 2018. The 'heated' northern wall which is of a different construction still requires repair work and funding sources are being investigated.
- **Nursery Garden:** Derbyshire County Council has secured funding to repair the walls of the Nursery Garden. It has also been through a procurement exercise to find an operator who will run a weddings offer at Elvaston. As the Nursery Garden is not currently open to the public, it is felt that this is a good location for the erection of a marquee to support events such as weddings.

The garden is also used for horticulture to support the wider estate and this needs to be maintained and managed in the context of the garden as an events space.

The repair of the glass house along the northern wall of the garden is a medium to long term aspiration.

- **Heritage Orchard:** It is hoped that this space can be used for car parking set amongst the orchard trees to support the Old English and Nursery Gardens as events spaces.



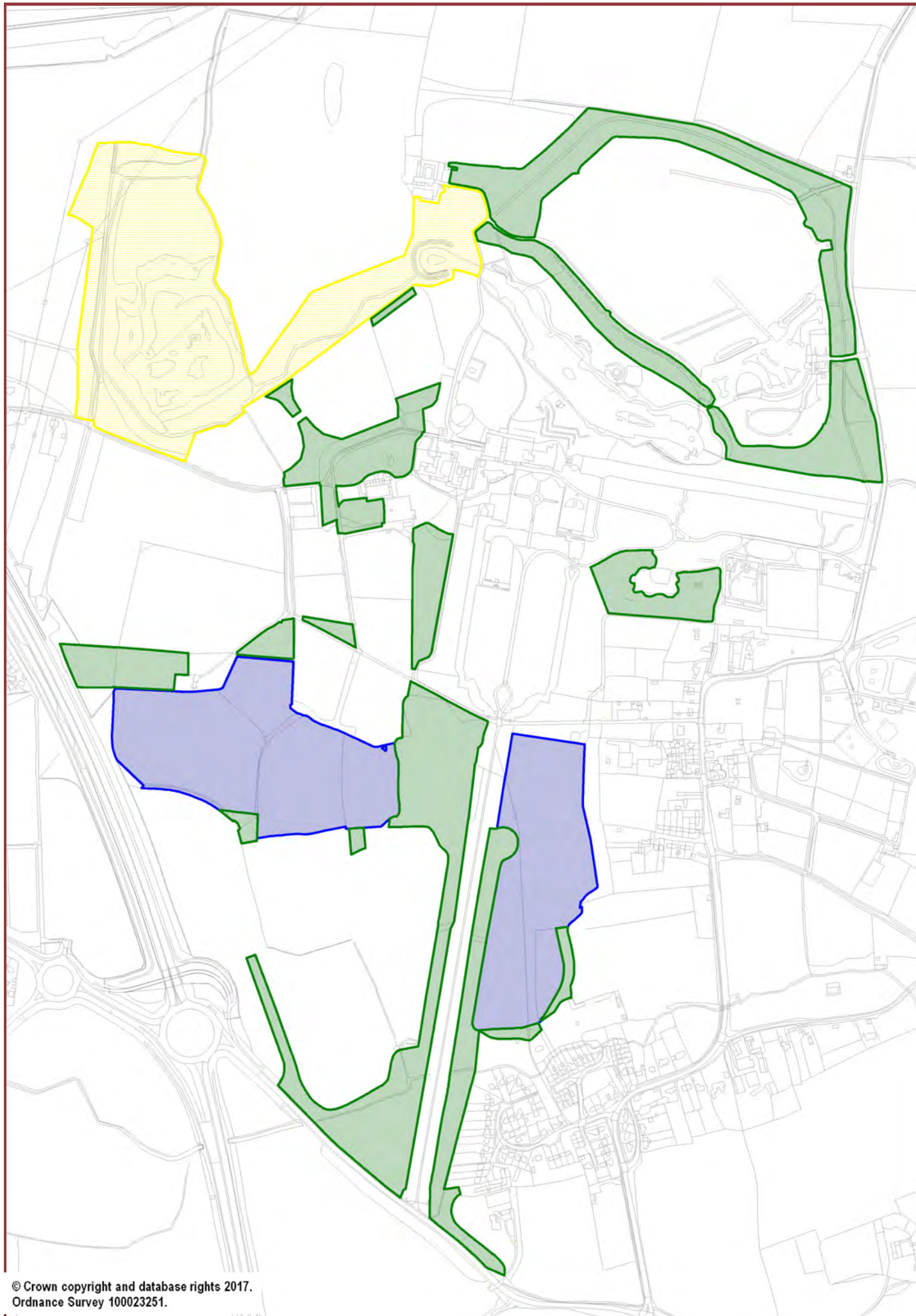


# Focussed Management

While much of the works at Elvaston will require significant capital investment there are areas that will be improved through more targeted management.

This includes:

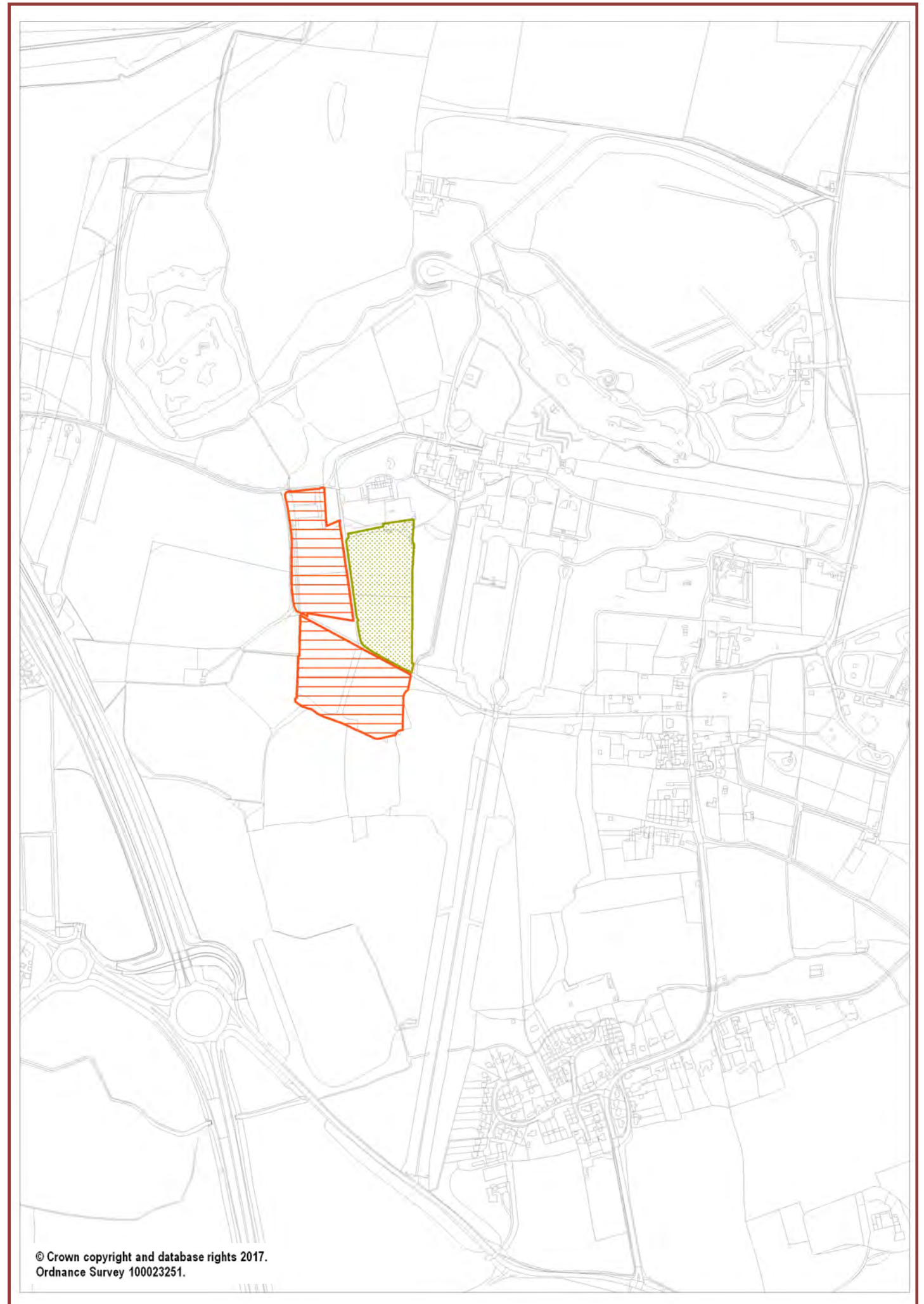
- the nature reserve.
- Some areas of woodland
- Some areas of pastoral farmland.



## Ascribed and Flexible Land

Immediately to the west of the Core Gardens there are areas of land that are included in the Master Plan that have not been allocated to a specific project phase or to a particular maintenance/management regime. This is because they already have an ascribed use that is appropriate to the estate, such as Elvaston Cricket Club, or is land that could be used in different ways to support existing and/or proposed uses around the estate.

Until the 'flexible' land is allocated a different use it should be maintained as pastoral farmland. This may also prove to be its optimal end use.





**DATED** \_\_\_\_\_ **2017**

**Execution Copy**

**MEMORANDUM OF UNDERSTANDING**

**Between:**

**1. DERBYSHIRE COUNTY COUNCIL**

**-and-**

**2. ELVASTON CASTLE AND GARDENS TRUST**

**Relating ways of working towards the proposed transfer of the responsibility for  
managing and developing Elvaston Castle and Estate from Derbyshire County Council to  
the Elvaston Castle and Gardens Trust**

This Memorandum of Understanding is made \_\_\_\_\_ 2016 (the “Commencement Date”), between:

- (1) **DERBYSHIRE COUNTY COUNCIL** whose principal office is at: County Hall, Matlock, Derbyshire DE4 3AG (the “**COUNCIL**”); and
- (2) **ELVASTON CASTLE AND GARDENS TRUST, Registered Charity Number [XXXXXX], Company Number [XXXXXX],** whose registered office is at: [ADDRESS] (the “**TRUST**”).

Each a “**Party**” and together collectively referred to as the “**Parties**”.

#### Background:

- A The Parties are considering transferring the responsibility for managing and developing Elvaston Castle and Estate (the “**Estate**”), which is currently held by the Council, to the Trust under a lease. Details of the Estate are set out at Appendix 2.
- B This Memorandum of Understanding (“**MoU**”) defines the respective roles and responsibilities of the Council and the Trust in working towards meeting the objective of transferring the Estate to the Trust. The MoU is intended to give a good working basis for the relationship between the Council and the Trust during the process of seeking to agree the Transfer (“the **Project**”). It aims to give a framework for each Party to work with one another for mutual benefit, whilst also retaining freedom for both to pursue their own core objectives.
- C The Council and the Trust have agreed to work together on the Project in the ways set out in this MoU in order to maximize the opportunity for this aim to be achieved.

#### 1. DEFINITIONS

1.1. In this MoU unless the context otherwise requires:

“ <b>Applicable Law</b> ”	means all applicable and relevant legislation, regulations, rules or mandatory codes of conduct, authorisations, licenses, consents and approvals in relation to the Project which are necessary for the Parties to perform their obligations under this MoU.
“ <b>Business Day</b> ”	means a day other than a Saturday, Sunday or public holiday in England.
<b>Elvaston Development Board</b>	means the advisory body which is working in partnership with the Council to develop the planned single management body for the Elvaston Estate.
“ <b>Intellectual Property Rights (IPR)</b> ”	means any patent, copyright, design right, registered design, database right, trade mark, service mark, know-how, utility model, unregistered design or, where relevant, any application for such right, know-how, trade or business name, domain name or other similar right or obligation whether registerable or not or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world and “Intellectual Property” shall be construed accordingly.
“ <b>Key Objectives</b> ”	means as set out in clause 3.1

<b>“Project”</b>	means the process of working towards the objective of transferring the Estate from the Council to the Trust.
<b>“Project Review Meeting”</b>	means as set out in clause 8.1.
<b>“Representative”</b>	means those employees, agents or otherwise of the Parties listed in Appendix 3 who will be involved in the Project.
<b>“Term”</b>	means the period of time from the date of this MoU until termination of this Agreement for any reason.
<b>“Transfer”</b>	means the proposed transfer of the Estate from the Council to the Trust.

## 2. INTRODUCTION

2.1. The Council has, for a number of years, been looking for a solution which will provide a sustainable future for the Estate. Both the buildings and landscape comprising the Estate require significant on-going maintenance and repair and these costs, together with the running costs of the Estate, total approximately £900,000.

2.2. In May 2015, a working protocol was agreed between the Council and Elvaston Development Board (“the Board”). This protocol promoted collaborative working between the 2 organisations in order to develop the planned single management body for the Elvaston Estate. The Council and the Board have continued to work in collaboration and in late 2015, locality funding was secured to support the Board to determine what the future form and function of a Single Management Body (“SMB”) for the Estate would look like. As a result of this further work, the Board determined that the SMB should take the form of a charitable trust which would also operate a trading arm i.e Elvaston Castle & Gardens Trust.

2.3. The Board and the Council have worked collaboratively in developing Articles of Association and Charitable Objectives to support the creation of the charitable trust to manage the Estate.

2.4. In [DATE] the Trust was established on this basis.

2.5. In order to secure the future of the Estate, the Councils Cabinet has resolved that the Council enter into this MoU with the Trust in order to recognise the collaborative working which is to be undertaken in pursuance of the aim of transferring responsibility for managing and developing the Estate from the Council to the Trust.

## 3. KEY OBJECTIVES FOR THE PROJECT

3.1. In consideration of the sum of £1, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties shall undertake the Project to achieve the key objectives set out in Appendix 1 to the MoU (“**Key Objectives**”).

## 4. OBLIGATIONS OF THE PARTIES

4.1. Both the Council and the Trust will:

4.1.1. Work together in good faith;

4.1.2. establish and adhere to the governance structure set out in this MoU to ensure

that activities are delivered and actions taken as required;

- 4.1.3. acknowledge the specific roles given to each of the Parties to this MoU;
- 4.1.4. take on, manage and be accountable to each other for the performance of the respective roles and responsibilities set out in this MoU;
- 4.1.5. promote the awareness and use of this MoU within their organisations;
- 4.1.6. comply with the Dispute Resolution Procedure set out in clause 11 where any dispute arises in relation to this MoU or the Project;
- 4.1.7. so far as is reasonably practicable, promote the success of the Project.

## **5. OBLIGATIONS OF THE COUNCIL**

5.1. In order to achieve the Key Objectives of the Project, the Council will:

- 5.1.1. work collaboratively with the Trust;
- 5.1.2. take lead responsibility for the infrastructure of the Estate prior to the transfer of the Estate to the Trust. Any responsibility for associated debt incurred, including borrowing and loans will be the subject of discussion at the appropriate time.
- 5.1.3. work in conjunction with the Trust to determine the nature and phasing of the capital improvements required to restore and develop the Estate;
- 5.1.4. consider making relevant capital expenditure required to restore and develop the Estate, subject to the approval of the appropriate business cases;
- 5.1.5. be responsible for making appropriate applications for grant funding in relation to the Estate.
- 5.1.6. be responsible for supporting the Trust in any applications for grant funding in relation to the Estate;
- 5.1.7. provide support to the Trust in acquiring office accommodation and equipment;
- 5.1.8. where it is practicable to do so, provide administrative and professional support to the Trust when required;
- 5.1.9. with the prior agreement of the Trust, transfer to the Trust, at intervals agreed between the Parties, such management activities as the Council wishes to transfer. Such management activities may include but not be limited to:
  - a) the management of the car parks;
  - b) the management of the gardens;
  - c) oversight of all aspects of the repair, maintenance and/or refurbishment of the Estate;
  - d) the management of events within the Estate;
  - e) the promotion and management of educational activities; and
  - f) oversight of commercial partnerships entered into by the Council in relation to the Estate.
- 5.1.10. comply with all Applicable Law in relation to any transfer of employees from the Council to the Trust.



- 5.1.11. use all reasonable endeavours to work towards transferring all management activities relating to the Estate within an appropriate timescale following agreement of this Memorandum of Understanding

## **6. OBLIGATIONS OF THE TRUST**

6.1. In order to achieve the Key Objectives of the Project, the Trust will:

- 6.1.1. work collaboratively with the Council;
- 6.1.2. take responsibility for making any appropriate applications for grant funding in relation to the Estate;
- 6.1.3. support the Council in making appropriate applications for grant funding in relation to the Estate;
- 6.1.4. work in conjunction with the Council to determine the nature and phasing of the capital improvements required to restore and develop the Estate;
- 6.1.5. undertake such management activities as transferred to the Trust by the Council under clause 5.1.9 or otherwise with due care, skill and diligence;
- 6.1.6. comply with all Applicable Law in relation to any transfer of employees from the Council to the Trust.

## **7. REPRESENTATIVES**

- 7.1. The Parties shall appoint both a Representative and a Deputy Representative (to act in those circumstances where the Representative is unavailable).
- 7.2. The contact details for the Representatives and Deputy Representatives appointed by both Parties are listed in Appendix 3.
- 7.3. Any changes to the contact details under clause 7.2 shall be notified to the other Party as soon as is reasonably practicable in accordance with the provisions of clause 21.

## **8. MEETING AND REPORTING**

- 8.1. The Parties shall conduct review meetings ("**Project Review Meeting**") on quarterly basis or at such other frequency as may be agreed between the Parties, at a venue to be agreed between the Parties, where the Parties shall discuss the progress of the Project, issues arising, delivery of the Project and any other matters the Parties consider necessary. These could form part of the Senior Officer Group meetings.
- 8.2. Minutes and actions will be recorded for each Project Review Meeting and circulated to the other Party within five Business Days.
- 8.3. Arrangements relating to administration and minute taking of the Project Review Meetings will be undertaken by the Council.
- 8.4. Arrangements relating to the administration of and support for board meetings will initially be provided by the Council, but moving forward, will be the subject of further discussion when the Trust has been established.

## **9. ROLES AND RESPONSIBILITIES**

- 9.1. Please see clause 10.

## **10. PROJECT GOVERNANCE**

- 10.1. The governance structure defined below provides a structure for the development and

delivery of the Project.

10.2. The following guiding principles are agreed. The governance will:

10.2.1. provide strategic oversight and direction;

10.2.2. be based on clearly defined roles and responsibilities at organisation and where necessary, individual level;

10.2.3. align decision-making authority with criticality of the decisions required;

10.2.4. be aligned with the scope of the Project;

10.2.5. provide coherent, timely and efficient decision making; and

10.2.6. correspond with key features of the governance arrangements set out in this MoU.

10.3. The document attached to this MOU at Appendix 4 sets out the relationship between the County Council and the Development Board. This will be adapted to reflect working arrangements with the Trust.

10.4. The Representative for each Party shall work together to:

10.4.1. provide strategic management at Project level;

10.4.2. provide overall strategic oversight and direction to the Project;

10.4.3. ensure that the Key Objectives are being met;

10.4.4. have oversight of and approve the Delivery Plan.

## **11. DISPUTE RESOLUTION**

11.1. The Parties will work together to resolve any issues which arise. The Parties will also review the need for any formal dispute resolution procedure as the Project develops.

## **12. PUBLICITY**

12.1. The Parties shall acknowledge the involvement of the other Party in any publicity materials, media coverage, documentation, announcements or otherwise that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgments (where appropriate or as requested by either Party) shall include the names of the Parties and their logo (or any future name or logo adopted by the Parties).

12.2. The Trust shall be free to issue press releases and publicity material expressing its own views on the development of the Estate provided that it is made clear that these are the views of Trust and not necessarily the views of the Council. Notwithstanding this clause 12.2 the Trust will act in accordance with 12.1 above. The Trust will also ensure that the Council has seen any documentation which it intends to publish prior to such publication, in order to afford the Council adequate time to prepare its response as appropriate.

## **13. DATA PROTECTION**

13.1. The Parties shall (and shall procure that the Parties employees, agents and personnel shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties will duly observe all their obligations under the DPA, which arise in connection with this MoU.

## **14. INTELLECTUAL PROPERTY**

14.1. All Intellectual Property Rights;

14.1.1 owned by either Party prior to the date of this MoU or developed by that Party

during the Term shall remain the property of that Party;

14.1.2 developed or created by either Party in connection with the Project together with any physical material upon which such Intellectual Property Rights are stored or otherwise reside, shall vest in the Party whose employee created such rights; and/or

14.1.3 developed or created jointly by both Parties in connection with the Project together with any physical material upon which such Intellectual Property Rights are stored or otherwise reside, shall vest in the Party that is Lead Party for the part of the Project that the Intellectual Property Right relates to as set out in the Delivery Plan which forms an Appendix to this MoU.

14.2. Where any Intellectual Property Right vests in either Party in accordance with the intention set out in clause 14.1 that Party shall grant an irrevocable licence to the other Party to use that intellectual property for the purposes of the Project.

14.3. Where either Party ("**Owning Party**") has provided to the other Party ("**Receiving Party**") any of its Intellectual Property Rights for use in connection with the Project the Receiving Party shall cease to use such Intellectual Property Rights immediately upon termination of this MoU and shall either return or destroy such Intellectual Property Rights as requested by the Owning Party.

## **15. COSTS**

15.1. Each Party will be responsible for its own costs and expenses in respect of the subject matter of this MoU.

## **16. REVIEW**

16.1. This MoU may be reviewed at any time at the request of either Party or as and when the Council's policies relating to the Estate are renewed or changed.

## **17. LEGAL STATUS**

17.1. The Parties acknowledge that this MoU shall not be legally binding upon them nor create any legal obligations between them.

17.2. Nothing in this MoU is intended to create any legal partnership between the Parties.

## **18. LIABILITY AND LOSSES**

18.1 Both Parties will ensure that they have appropriate insurance cover in respect of liabilities, losses and negligence in relation to the Project.

18.2 Nothing in this Agreement shall limit either Party's liability in respect of any claims:

- (a) for death or personal injury caused by the negligence of such Party;
- (b) resulting from any fraud including fraudulent misrepresentation made by such Party; or
- (c) for which liability may not otherwise lawfully be limited or excluded.

18.3 Obligations in respect of losses or damages due to the negligence of either Party shall be the subject of ongoing discussions.

## **19. TERM AND TERMINATION**

## Appendix 2

## Restricted

19.1. Either Party may terminate this MOU at any time by notifying the other Party in writing.

### 20. VARIATION

20.1. This MoU, including the Appendices, may only be varied by written agreement of the Parties.

### 21. NOTICES

21.1. Notices under this MoU shall be in writing and sent to the other Party's address as set out at the beginning of this Agreement or such other address as a Party may notify the other of in writing from time to time as the address for notices. For the purpose of this Clause 21.1, "writing" shall not include email.

21.2. Notices shall be:

21.2.1. marked for the attention of:

- a) The Council: [Title];
- b) The Trust: [Title]

21.2.2. considered to be received:

- a) if sent by hand, courier or Recorded or Special Delivery, on delivery;
- b) if sent by post, on the second Business Day following the day of posting.

### 22. GOVERNING LAW

22.1. This MoU and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law and each of the Parties submits to the exclusive jurisdiction of the Courts of England and Wales with regard to any such issues or disputes.

Signed by [NAME] )  
[POSITION] )

On the instruction of the Trustees at their meeting on [DATE]

.....

In the presence of:-

.....

[NAME, POSITION]

Signed by  
for and on behalf of **Derbyshire County Council**

.....

[NAME, POSITION]



Appendix 1 – The Project

Overview and Key Objectives of the Project

[ENTER DETAILS]

Appendix 2 – The Estate

[ADD DETAILS OF THE ESTATE]

Appendix 3 – Representatives**PART A****The Council****[INSERT DETAILS OF THE COUNCILS REPRESENTATIVES]**

<b>Job Role</b>	<b>Name</b>	<b>Telephone Number</b>	<b>Address and email</b>
Representative			
Deputy Representative			

**PART B****The Trust****[INSERT DETAILS OF THE COUNCILS REPRESENTATIVES]**

<b>Job Role</b>	<b>Name</b>	<b>Telephone Number</b>	<b>Address and email</b>
Representative			
Deputy Representative			

**Appendix 4 – Relationships**



Relationship  
between DCC and the

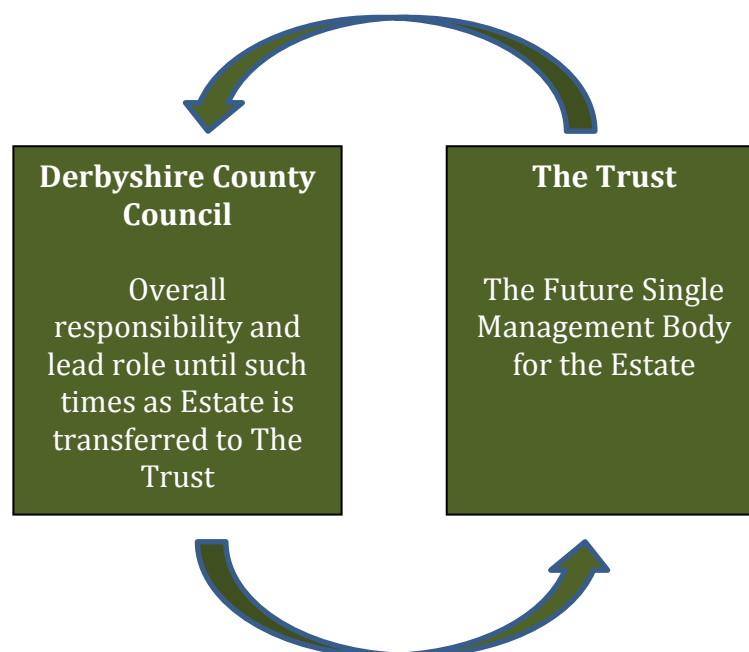


**APPENDIX TO MEMORANDUM OF UNDERSTANDING BETWEEN  
DERBYSHIRE COUNTY COUNCIL AND ELVASTON CASTLE AND GARDENS  
TRUST**

**Working Relationship**

**1. Introduction**

This paper outlines how the relationship between Derbyshire County Council and the Elvaston Castle and Gardens Trust (The Trust) operates, including how decisions by the Council are made and are informed by The Trust where appropriate. The general roles of the two are as follows:



**2. Core roles and responsibilities**

*Cabinet Member for Highways Transport and Infrastructure (HTI) and Lead Department*

Depending on the nature of the decision and the financial implications, decisions will be made via the Cabinet Member for Highways, Transport and Infrastructure or full Cabinet.

The Lead Department for Elvaston will be Economy, Transport and Communities, (ETC) working closely with Corporate Property and other Council departments as necessary.

The core roles and responsibilities of the Cabinet Member for HTI with respect to Elvaston are:

- Has overall responsibility, decision making powers and accountability for Elvaston Castle until such time as the Estate, in part or in full, is transferred to The Trust;
- Takes decisions in the light of the views and recommendations of the Elvaston Project Group which in turn will be informed by The Trust. (Not everything that happens at Elvaston in the short and medium term will be relevant to the latter);
- Devolves responsibility for strategic implementation of decisions to the Elvaston Project Group; and,
- Ensures the Elvaston Project Group has sufficient resources (people, time and monies) to deliver those decisions.

### *Elvaston Project Group*

This group is chaired by the lead Director for Elvaston Castle from ETC, Allison Thomas (who will also be the key point of contact within DCC for The Trust) and will have the following core roles and responsibilities:

- Drives the strategic implementation of decisions made by the Council, Cabinet and Cabinet Member for HTI as appropriate, including working towards transferring the Estate to The Trust in due course;
- Provides key information and makes strategic recommendations to Cabinet and Cabinet Member for HTI, informed by the views Elvaston Project Group and Trust when appropriate;
- Fosters good communication and liaison with The Trust;
- Ensures The Trust is provided with sufficient support, and access to information from County Council to deliver its role; and,
- Delegates delivery 'on the ground' to Officers and Trustees leading Task and Finish Groups associated with the Estate; ensure they have the resources to deliver the tasks it is charged with.

The Chair of The Trust plus one other Trustee (to be nominated by the Trust) will attend the Elvaston Project Group.

### *Task and Finish Groups*

Task and Finish groups will be made up of mix of Officers and trustees, with the mix dependent on the task. Led by the Elvaston Project Manager, Charles Heaney (who would also be the key point of contact from DCC for the Trust), the core roles and responsibilities of the Task and Finish Groups are to:

- Lead delivery on the ground through individual work stream group meetings as instigated and directed by the Elvaston Project Group.
- Provide information, expertise and knowledge to the Elvaston Project Group and the Trust as appropriate; and
- Co-ordinate how information is shared with and recommendations made to the Elvaston Project Group and the Trust.

### *The Elvaston Castle and Gardens Trust (The Trust)*

Led by the Chair (who will also be the key point of contact for the County Council), the core roles and responsibilities of The Trust will be:

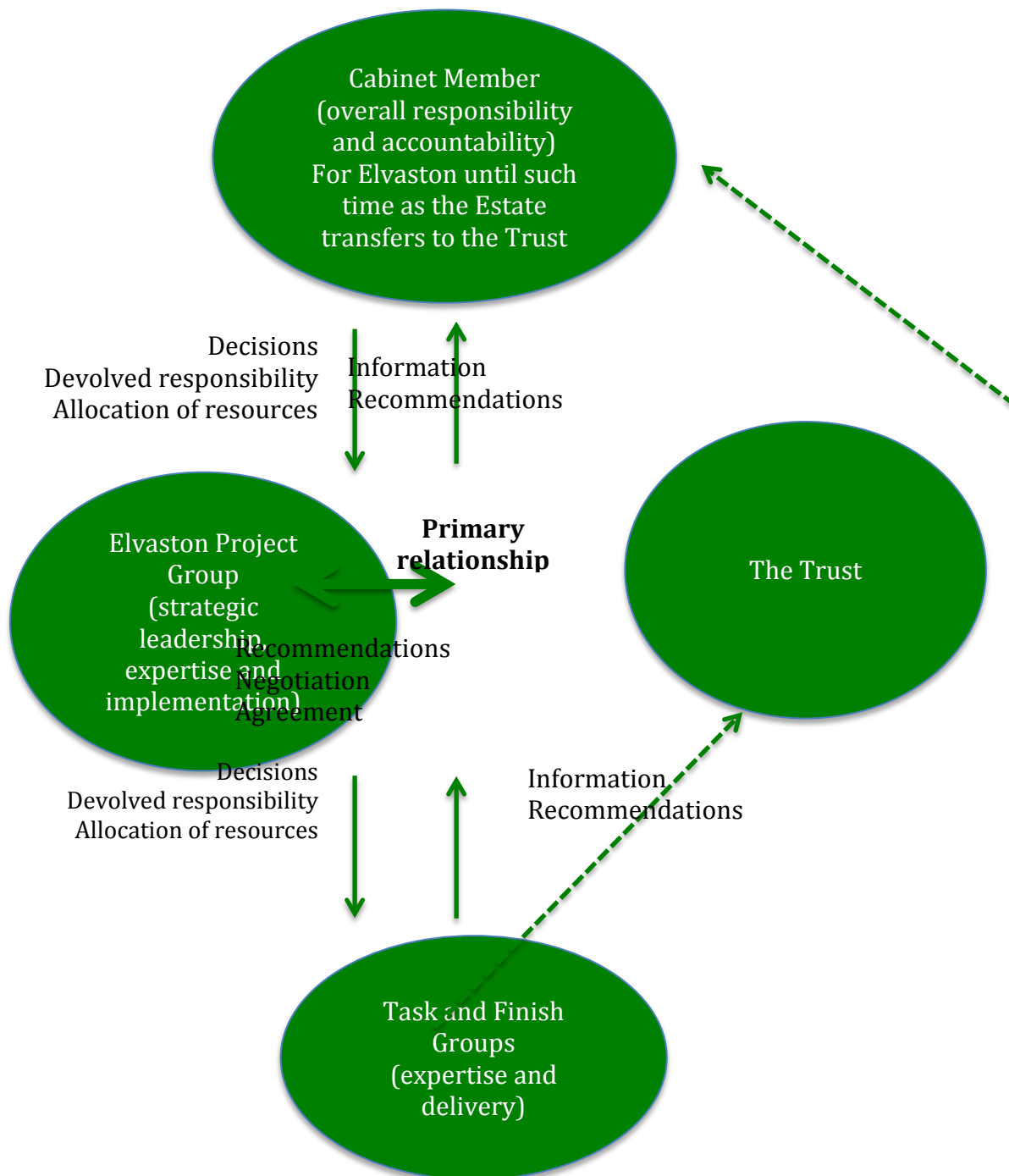
As set out in its Charitable Objectives

As articulated in its Business Plan

To build a positive working relationship with the County Council, as set out to the Memorandum of Understanding.

The Lead Director and relevant Officers from the County Council will attend the Trust Board meetings as requested by the Trustees.

The following diagram provides a visual representation of the above:



A range of scenarios are set out below to illustrate when the Council and The Trust need to work together and when they don't. When they do, the depth of the liaison between the two will vary, depending on the potential impact on The Trust.



It is anticipated that the majority of The Trust's focus will be on the really significant issues for Elvaston, such as: negotiating a lease with the Council for the transfer of the Estate, delivering its business plan, the macro financial arrangements Elvaston will receive from the County Council and building political confidence and enthusiasm for the transfer of ownership from DCC to The Trust in the longer term.

Please note the steps outlined for each example are not intended to be exhaustive but to simply *illustrate* the broad process that might be undertaken.

### Scenario 1 – A replacement sign is proposed in the car park

*Potential impact on The Trust– little or none*

In this instance, the approach and work needed would simply be organized by the site based officers, with approval from a Senior Officer as appropriate. This scenario would not require any other liaison with the Elvaston Project Group or The Trust Board, as there is unlikely to be any meaningful impact on The Trust. The Chair of The Trust might be made aware of the planned work for information only.

### Scenario 2 – Caravan Park tenancy

*Potential impact on the Trust – short (to medium) term*

The County Council is planning to market the caravan park in Elvaston Castle in 2017.

Primary interest of The Trust will be:

- a) The length of the new tenancy and how it would it the longer term be whether it will be inherited by The Trust if relevant; and
- b) It may also have an interest in the financial terms of the tenancy if this is planned to last more than 2 or 3 years

Process for negotiation and agreement:

- A Task and Finish Group is established
- The Task and Finish Group, comprising DCC Officers and nominated Trustees would work up the proposed heads of terms for discussion with Elvaston Project Group/Lead Director/ and report to Board of Trustees (BoT);
- Lead Director makes a decision on term of the lease informed by the BoT view, and directs Officers on that basis;
- The opportunity is marketed by the Council, Trustees may be involved in the selection process depending on the length of tenancy, the Lead Director reports the outcomes and recommendations to the relevant Cabinet Member as appropriate, and a suitable tenant appointed by the Council; and

- The Trust is informed of the new tenant.

### Scenario 3 – Securing regeneration partner

#### *Potential impact on The Trust – long-term and possibly far-reaching*

In the future, the County Council may well look to secure regeneration partners to help deliver the Vision for Elvaston. If regeneration partners are secured it could have a long-term impact on The Trust because that partner may not only help resource elements of the Estate's regeneration, but may also have a long-standing interest in running services on-site (for example, holiday lets) which will influence the Trust's business plan once it takes control of the Estate.

#### Process for negotiation and agreement:

- A Task and finish Group is established comprising Council Officers and nominated Trustee to work closely to determine which buildings and/or spaces are included in a procurement process, and agree what uses are acceptable;
- Senior Officers and Nominated Trustee agree how the procurement process should be marketed and approached, including timing;
- Final draft proposals are presented to the BoT meeting for discussion;
- The Lead Director makes recommendations, including the views of The Trust, to the Cabinet Member or Cabinet as appropriate, for consideration and a decision;
- Formal procurement process starts led by the County Council.
- The Lead Director keeps The Trust and Cabinet Member informed of progress as the process progresses;
- Elvaston Project Group liaises with The Trust (nominated Trustees) in determining a preferred bidder or bidders, for example, by having the Chair of The Trust or nominees on any selection panel; and,
- Elvaston Project Group makes recommendations, including the views of The Trust, to Cabinet or the Cabinet Member on the preferred bidder(s) for a decision, depending on the scale of the proposal.

April 2017