



**NEWARK &
SHERWOOD**
DISTRICT COUNCIL

*Castle House
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Newark
NG24 1BY*

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www.newark-sherwooddc.gov.uk

Date Not Specified

**Chairman: Councillor D Lloyd
Vice-Chairman: Councillor K Girling**

Members of the Committee:

**Councillor M Cope
Councillor Mrs R Crowe
Councillor Mrs G Dawn
Councillor P Duncan
Councillor N Mitchell
Councillor P Peacock
Councillor T Roberts
Councillor T Wendels
Councillor Mrs Y Woodhead**

Substitute Members:

MEETING: Economic Development Committee
DATE: Wednesday, 17 January 2018 at 6.00 pm
**VENUE: Civic Suite, Castle House, Great North Road,
Newark, Notts NG24 1BY**

**You are hereby requested to attend the above Meeting to be held at the time/place
and on the date mentioned above for the purpose of transacting the
business on the Agenda as overleaf.**

If you have any queries please contact Helen Brandham on helen.brandham@newark-sherwooddc.gov.uk 01636 655248.

AGENDA

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Confidential and Exempt Items

Agenda Item 4

NEWARK & SHERWOOD DISTRICT COUNCIL

Minutes of the **ECONOMIC DEVELOPMENT COMMITTEE** held on Wednesday, 22 November 2017 in the Civic Suite, Castle House at 6.00pm

PRESENT: Councillor D.J. Lloyd (Chairman)
Councillor K. Girling (Vice-Chairman)

Councillors: R.V. Blaney (ex-officio), Mrs R. Crowe, P.C. Duncan,
N. Mitchell, P. Peacock (Opposition Spokesperson),
A.C. Roberts, T. Wendels and Mrs Y. Woodhead.

ALSO IN ATTENDANCE: Councillor D.R. Payne

17. APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillors M.G. Cope and Mrs G.E. Dawn.

18. DECLARATION OF INTEREST BY MEMBERS AND OFFICERS AND AS TO THE PARTY WHIP

NOTED: that no Member or Officer declared any interest pursuant to any statutory requirement in any matter discussed or voted upon at the meeting.

19. DECLARATION OF ANY INTENTION TO RECORD THE MEETING

NOTED: that an audio recording was to be made of the meeting by the Council.

20. MINUTES OF THE MEETING HELD ON 13 SEPTEMBER 2017

AGREED (unanimously) that the Minutes of the meeting held on 13 September 2017 be approved as a correct record and signed by the Chairman.

21. COUNCIL'S DRAFT REVENUE BUDGET 2018/19

The Committee considered the report presented by the Assistant Business Manager – Financial Strategy & Performance in relation to the progress, to-date, on the budget for 2018/19.

The report set out the overall strategy of how the budget was to be developed and the timetable for this. The report provided information as to the current financial environment for local government. Information was also provided in relation to business rates and the move towards 100% of their retention with paragraph 5 of the report referring to income generation from fees and charges. The budget strategy was referred to in paragraph 6 and included reference to the base budget; staff costs; employer's superannuation; provision for inflation; and again, fees and charges. Details of the draft revenue budget proposals were set out in paragraph 7.

The Assistant Business Manager responded to a number of queries raised by Members of the Committee in relation to the information provided.

In relation to the budget announcement earlier that day, a Member of the Committee queried whether it was possible to offer assistance to SMEs to access Business Rate Relief. The Business Manager – Economic Growth advised that she would liaise with the Business Manager – Revenues & Benefits on this matter.

A Member of the Committee queried the increase in budget in relation to A10109 – Heritage, Culture & Visitors stating that there was also reference to exhibitions and displays in capital expenditure. The Member added that he was aware that there was an expectation at the Civil War Centre that approximately £200,000 of the capital expenditure would be spent on exhibitions in the coming year. In response, the Assistant Business Manager advised that the capital budget was set aside for larger scale exhibitions. The Chairman of the Committee added that the capital expenditure was to reconfigure the museum to enable permanent exhibitions within the Civil War Centre on the ground floor with temporary exhibitions being held on the first floor.

The Leader of the Council sought clarification of the costs in relation to the budget allocated for the set-up of the proposed development company.

In relation to paragraph 8.2 of the report, Members agreed that any increase for car parking should be made in increments of 50 pence and not the nearest 5 pence as referred to.

AGREED (unanimously) that:

- (a) a review of fees and charges in accordance with the Corporate Charging Policy be undertaken, but that any increase in relation to car parking be in increments of 50 pence;
- (b) the current draft Committee budget be incorporated into the overall service budget to be reported to the Policy & Finance Committee at its meeting to be held on 30 November 2017; and
- (c) the Business Manager – Financial Services continues to formulate budget proposals for formal consideration at the Economic Development Committee meeting to be held on 17 January 2018 for recommendation to Policy & Finance Committee at its meeting to be held on 22 February 2018.

With the agreement of the Committee, the Chairman changed the order of business and Agenda Items 6 and 7 were to be taken at the end of the agenda.

22. TOUR OF BRITAIN – ADDITIONAL BUDGET REQUEST

The Committee received a presentation from the Community Projects Manager in relation to the impact of the Tour of Britain within Nottinghamshire and considered a report in relation to a request for additional budget provision to cover the costs incurred by the Council in hosting the Stage 4 finish of the 2017 event. The report also sought to secure, in principle, agreement that the Council would support the Tour of Britain 2018 which would again take place in the county.

Members welcomed the feedback on the impact of the tour contained in the presentation noting that the figures of spend per group would have been more useful if they had been per head. Members also stated that the way in which the road closures were communicated to the public had had the effect of deterring some people from visiting their town centres or villages. It was suggested that should the Council and its partners host a stage of the tour in subsequent years, the way in which the road closures were communicated be given careful consideration.

AGREED (unanimously) that:

- (a) Policy & Finance Committee be recommended to approve the additional budget required, in the sum of £9,970, to cover the costs associated with hosting the Stage 4 Finish of the Tour of Britain 2017; and
- (b) in principle, the Council would work in partnership with Nottinghamshire County Council and support the Tour of Britain 2018 which would again take place in the county.

23. NEWARK CASTLE RAILING – ADVERTISING

The Committee considered the report presented by the Business Manager – Parks & Amenities which sought approval for the introduction of a new policy regulating the siting of advertisements on the railings surrounding Newark Castle & Gardens.

The report set out that the railings had been used to advertise local events through the attachment of banners and signs to the railings. It was reported that there had, to date, not been a policy covering the use of the railings but that a process had been implemented and followed by the Parks & Amenities Business Unit. The proposed policy was reported in paragraph 3 of the report together with the reasons for the proposal.

In considering the report, Members' welcomed the proposals but agreed that it should go further and that no attachments to the railings should be permitted at all. It was suggested that there were sufficient locations within the town for advertisements for events to be placed. It was noted that should the suggested 'no banners policy' be agreed, responsibility for the removal of unauthorised advertisements would fall to the Council. The Business Manager advised that its implementation could result in limiting the Council's ability to promote its own events being held at Newark Castle.

AGREED (with 8 votes for and 1 against) that:

- (a) the use of the railings surrounding Newark Castle for advertising purposes be prohibited; and
- (b) three noticeboards be erected adjacent to the Newark Castle railings. Such noticeboards to be utilised to advertise and promote events within Newark with priority being given to events being held at Newark Castle. Two of the noticeboards were to be erected at the main entrances and one at the Gilstrap building.

24. OLLERTON & BOUGHTON NEIGHBOURHOOD STUDY

The Committee considered the report presented by the Business Manager – Strategic Housing which provided Members with an update on the work being undertaken to complete the Ollerton & Boughton Neighbourhood Study.

The report provided Members with an overview of a neighbourhood study and the delivery method; governance; and responsibility thereof. The report detailed the scope of the Ollerton & Boughton study and provided details of the consultant appointed to carry it out.

In considering the report Members were in agreement that all parties concerned were to be congratulated for the work undertaken to date. It was noted that the consultants had visited the housing estates to engage directly with residents. Members also noted that the absence of facilities was a theme that ran through the responses, and queried why this was given that the Dukeries Leisure Centre was in close proximity. In response, a Member of the Committee advised that cost prohibited some residents from using the Dukeries Leisure Centre but it was not just in relation to sports facilities. The lack of facilities was also in relation to doctors' surgeries and shopping facilities. There had also been a loss of a community centre in the area. The concern was that lack of facilities was not addressed prior to new housing being built.

AGREED (unanimously) that the findings from Work Package 1 (People) and the options being presented from Work Package 2 (Place), so to inform the drafting of the final Ollerton & Boughton Neighbourhood Study report, be noted and supported.

25. NEWARK CASTLE GATEHOUSE TRANSFORMATION PROJECT

The Committee considered the report presented by the Business Manager – Parks & Amenities which provided Members with an update on the progress of the Gatehouse project. The report set out the background to the project, the future proposals and the timetable for the project's completion.

In response to the financial commitments of the Council to the project, the Business Manager confirmed that the Council had provided funding of £25,000 for Phase One, the total cost of which had been £121,000, £84,000 of which had been secured from the Heritage Lottery Fund (HLF). The Council's proposed funding for Phase Two was in the region of £225,000, the total cost of which would be £1.2M with the HLF contribution being approximately £810,000. The Business Manager stated that the project would provide a new source of income and thereby lower the future costs to the Council for Newark Castle. He confirmed that a Business Plan was being developed and would be presented to Members prior to them finalising the Council's contribution for Phase Two.

In relation to the approximate annual income the project would yield the Business Manager advised that during Phase One this had been calculated using a number of revenue generation scenarios. An approximate net amount had been in the region of between £10,000 to £40,000, this being the worst and best case scenarios. He also confirmed that this would be ring-fenced for use at Newark Castle.

AGREED (unanimously) that the progress that had been made towards the implementation of the development phase of the Newark Castle Gatehouse Transformation Project be noted.

26. LOCAL DEVELOPMENT FRAMEWORK – PROGRESS REPORT

The Committee considered the report presented by the Business Manager – Planning Policy in relation to the progress of the various elements of the Local Development Framework (LDF), including the Community Infrastructure Levy (CIL), contained within the Local Development Scheme (LDS).

The Business Manager advised he had been notified that the Amended Core Strategy was due to be examined at the end of January 2018 but that this had caused a slippage in the planned timetable. He confirmed that once details had been finalised he would inform Members thereof. He also confirmed that the CIL Review was due to be presented to full Council on 12 December for adoption with a planned implementation date of January 2018.

AGREED (unanimously) that the report be noted.

27. URGENCY ITEM – ADDITIONAL CHRISTMAS CAR PARK CONCESSIONS IN NEWARK

NOTED The decision that free parking be provided in Newark for an additional Sunday on 26 November 2017.

28. ECONOMIC DEVELOPMENT STRATEGY

The Committee considered the report presented by the Business Manager – Economic Development in relation to the revised objectives and high level work plan for the Economic Development Strategy following the workshop held with Members and the Committee meeting held on 13 September 2017.

The background to the report set out the vision and objectives for the strategy adopted in 2014. The proposals for the revised strategy were listed in paragraph 3 of the report and contained 12 objectives.

In relation to Objective 1: Schools & Businesses, a Member of the Committee commented that whilst it was appropriate to engage with primary school pupils he considered it would be beneficial to meet with pupils in secondary schools who were about to make their option choices. For Objective 2: Up Skilling for 18 – 24 Year Age Group Residents he queried whether it could be amended to include retraining. For Objective 3: Support for Businesses he queried how the Council assisted in helping the local economy. He stated that the amount of absent landlords and empty buildings resulted in them becoming dilapidated and queried whether it was possible to raise the business rates of the premises in an attempt to encourage them to put the building back into use.

In response the Business Manager advised that there was engagement with both primary and secondary school pupils but that schools which required more support were targeted. She added that it was considered beneficial to engage with pupils in Years 5 and 6 as it was an opportune time to inspire them for their future years in education. It was also reported that a careers expo was held for students and businesses alike to attend.

In relation to adding training to Objective 2, the Chairman suggested and this be added to Objective 3 as Objective 2 was specifically targeted at the 18 – 24 age group.

In relation to Objective 3 the Business Manager advised that a policy had been introduced 4 years previously to promote local procurement by the Council. The figures for the effect this had had were available. In relation to absent landlords the Business Manager advised that she would liaise with the Business Manager – Revenues and Benefits to see what more could be done to help to alleviate the situation with empty buildings. Members asked that an update report on local procurement be provided to a future meeting of the Committee.

In relation to Objective 5 the Business Manager advised that she would continue to work towards improving developing business productivity.

In response to whether account had been taken as to the change in shopping habits, especially the younger generation, the Business Manager advised that in relation to Objective 9 the retail sector looked at the broad spectrum of what people wanted and was not solely in relation to a physical shop.

The Chairman queried the latest position was in relation to funding for projects and whether there was a need to bid for additional funding. The Business Manager advised that most projects would be deliverable within the existing and proposed budgets but that should additional funds be required a report would be brought to Committee for approval. The Chairman requested that, if possible, any additional funding request be made prior to the finalisation of the budgets for 2018/2019.

AGREED (unanimously) that:

- (a) the vision, objectives and high level work plan for the Economic Growth team from November 2017 to April 2019, subject to the above amendments, be supported; and
- (b) any request for additional budget provision be brought to Committee as appropriate.

29. GROWTH INVESTMENT FUND REVIEW

The Committee considered the report presented by the Business Manager – Economic Growth which provided recommendations following a workshop held on 12 October 2017 comprising members of the Policy Monitoring Group and the Growth Investment Fund Loan Panel to review the loan fund and identify future direction.

Members of the Committee, who had attended the workshop, stated that it had been interesting and informative. They suggested that workshops continue to be held to allow Members to have an input into the direction of the loan fund. A Member queried the latest position was in relation to Pathfinders. The Business Manager advised that the continued economic uncertainty made it worthwhile to retain the Pathfinders aspect of the fund. It was only offered to early stage businesses and was of benefit if they could not get financial assistance elsewhere.

Members agreed that the fund needed to adapt to what was required and that they supported an annual review in order that it remained appropriate and targeted.

AGREED (unanimously) that:

- (a) the loan fund continues to operate over the coming years, with an annual review to ensure that it remained appropriate. The fund to be about job creation, job protection and helping/advising businesses;
- (b) the Economic Growth Team, with input from the Loan Fund Panel, review interest rates and fees to be charged for early stage start-up businesses;
- (c) the Economic Growth Team, with input from the Loan Fund Panel, review the processes for the loan fund in order to ensure the effectiveness of the operation of the fund;
- (d) the Committee are advised of the number of applications that result in advice being provided to support the business, but where a loan application is not pursued; and
- (e) a process be defined for decommissioning the loan fund in the event that it is required.

The meeting closed at 7.40pm

Chairman

DESTINATION MANAGEMENT PLAN

1.0 Purpose of Report

- 1.1 This report seeks to update Members on developments since the launch of the Tourism Strategy in early 2017 and specifically seeks approval to consult on a draft Destination Management Plan for Newark. The draft Destination Management Plan is attached at **Appendix 1**.

2.0 Background Information

- 2.1 The Tourism Strategy for Newark and Sherwood was approved by Economic Development Committee in January 2017. The vision and strategic aims for the Tourism Strategy were to:

Vision

To champion Newark and Sherwood as a great place to holiday in a world class destination offering rich outdoor activities, civil war heritage and the great legend, Robin Hood.

Strategic Aims

1. To actively promote Newark (including Southwell) for its civil war heritage and cultural offer.
 2. To actively promote Sherwood for its legend Robin Hood and fantastic outdoor activities, biodiversity and rich history
 3. To maximise the potential for growth through tactical marketing campaigns
 4. To develop a successful, thriving tourism industry
 5. To develop consistent brands for the areas.
- 2.2 Since the launch of the strategy, a number of projects have been developed to better coordinate the district's offer for tourists and travel operators. The Tourism Action Group, for example, brings together tourism-related business across the district with the aim of improving collaboration and development of the tourism offer. Work is underway in the Sherwood area to develop a clear and consistent offer and the new Sherwood Forest Visitor Centre in Edwinstowe is due to open this summer.
- 2.3 In the Newark area, the departure of the Council's Business Manager – Heritage, Culture and Visitors provided an opportunity for the District Council to review how it was best able to exploit the opportunities available from growing the number of visitors to the area, with the aim of improving revenues at the heritage assets it is responsible for, including the National Civil War Centre, Palace Theatre and Castle.
- 2.4 In partnership with the Town Council, which also has important heritage assets within its responsibility, a consultant with expertise in this field was jointly commissioned to develop a Destination Management Plan for the Newark area in line with the strategic aim Number 1 of the Tourism Strategy.

- 2.5 A Destination Management Plan (DMP) is ‘a shared statement of intent to manage a destination over a stated period of time, articulating the roles of the different stakeholders and identifying clear actions that they will take and where appropriate the apportionment of resources’. The plan was developed in partnership with the town and district councils, local stakeholders and following consultation with national bodies such as the Heritage Lottery Fund and Visit Britain and in line with best practice from the destination management organisation for Bath.
- 2.6 The Newark area has natural geographic advantages in terms of its connectivity as a gateway to the district, benefiting as it does from its location on the A1, A46 and sitting on the East Coast Mainline. The Newark area is therefore well-placed as a gateway for the district to attract visitors before helping to signpost them strategically to the rich array of attractions elsewhere in the district.
- 2.7 National data suggests that the economic impact of the visitor economy is worth around £260-million to the district economy per annum. The draft Destination Management Plan for Newark is aiming to increase the economic impact of tourism through better coordination and integration of the visitor assets and offer within the town and vicinity, thereby increasing the number of visitors as well as the (dwell) time they spend in the town. The aim being over a period of time to improve the depth and breadth of the tourism offer and, in doing so, encourage visitors to stay longer. On average, an overnight visitor spends almost seven times the amount a day visitor would spend (compared to Nottinghamshire as a whole where it is only around five times).

3.0 Proposals

- 3.1 The proposals included in the Destination Management Plan are included within the recommendations within the document. Key proposals in relation to the District Council include the introduction of new marketing resource to fully develop the promotion of the visitor offer across the district, given the key role tourism has supporting the district’s economy.
- 3.2 The proposals also recommend that the tourism assets within the responsibility of the District Council are brought into a single management structure, to provide better coordination and a more integrated offer. Longer-term, the DMP suggests that consideration is given to the future management arrangements and whether opportunities exist to deliver the services in some other structure, in a similar vein to the successes the District Council has had with Active4Today and the operation of its leisure centres.

4.0 Equalities Implications

- 4.1 There are no negative equalities implications within this report.

5.0 Impact on Budget/Policy Framework

- 5.1 The proposals in the Destination Management Plan, including the introduction of new marketing resource to fully develop the promotion of the visitor offer across the district will need to be costed and a budget for the cost established. The first year cost can be funded from the change management reserve, part of which has been ring fenced to fund one-off costs that support the delivery of the Council’s strategy; in this case, the Tourism

Strategy. The financial appraisal will also include an estimation of any additional income that may be generated from the proposals to implement a single management structure, to provide better coordination and a more integrated offer. A separate report will be brought to Committee incorporating these costs.

6.0 RECOMMENDATIONS that:

- a) the Committee approves the draft Destination Management Plan for consultation with the local and national stakeholders which have been involved in its development;**
- b) the Director – Customers works with partners to establish the Newark Steering Group which will be the body responsible for the delivery of the Destination Management Plan;**
- c) the Committee approves, in principle, the move to a single management structure for tourism assets within the responsibility of the District Council, the creation of a new marketing post to promote the visitor offer across the District and the commissioning of research to establish better information on visitor numbers and experiences, and;**
- d) subject to the approval of recommendation c), the budgetary implications of the proposals are fully costed and brought back to the Committee for decision at its meeting in March.**

Reason for Recommendations

The recommendations will support NSDC in maximising the contribution of tourism to the economy which helps generate employment and revenue for tourism related businesses in the district, as well as helping to improve revenues as NSDC tourism assets.

For further information please contact Julie Reader-Sullivan on Ext 5258.

Matthew Finch
Director - Customers

Destination Management Plan for Newark on Trent

‘Working in Partnership’

Prepared by

Jennifer Spencer

Trent Bank House Consultants

January 2017

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1 What is a Destination Management Plan?

As defined by VisitEngland destination management is a process of leading, influencing and coordinating the management of all the aspects of a destination that contribute to a visitor's experience, taking account of the needs of visitors, local residents, businesses and the environment.

A Destination Management Plan (DMP) is a shared statement of intent to manage a destination over a stated period of time, articulating the roles of the different stakeholders and identifying clear actions that they will take and where appropriate the apportionment of resources.

2 Why does Newark need a DMP

The visitor economy (tourism) is a core contributor to the economic wellbeing of the town. In 2016 the economic impact of tourism on Newark was £25.32m (Scarborough Tourism Economic Assessment Model STEAM) This plan will set out to show how, from the current baseline, the town could over the next five years deliver an economic impact in excess of £30m.

This will be achieved by increasing the number of visitors as well as the (dwell) time they spend in the town. The aim being over a period of time to improve the depth and breadth of the tourism offer and in so doing encourage visitors to stay longer. On average an overnight visitor in Newark spends almost seven times the amount a day visitor would spend. (compared to Nottinghamshire as a whole where it is only around five times)

The last year has seen an increase in day visitors and in those visitors staying with friends & family, no doubt driven by the opening in 2015 of the Newark Civil War Centre, but the town will need a broader product offer to continue this growth as well as developing the overnight business to deliver the further positive economic impact the town needs.

Having a Destination Management Plan (DMP) in place will enable Newark to deliver the best possible environment in which, not only to develop its tourism product offer, but also to showcase it to its key target audiences. Critical to its achieving this will be effective partnership working.

Coordinating the promotion of the town around a series of agreed key stories/messages will ensure that the maximum impact is gleaned from such activity no matter who is undertaking it.

Currently, those Newark tourism assets, under the jurisdiction of the Newark & Sherwood District Council, are managed through several different corporate teams. Consequently, it is not possible to either streamline activity, show clear learning

from one project to another or to maximise the promotional opportunity through joint ticketing etc. There is the added complication that one key asset – Newark Town Hall and Ballroom is under the management of the Town Council. Recommendations to address this have been made as part of the Destination Management Plan.

At present there is no one group managing the town's tourism strategy and its implementation at a senior level. This needs to be addressed by the formation of a strategic steering group, otherwise activity will continue in its current piecemeal fashion. A recommendation to form a Newark Management Group is made as part of the DMP.

In addition, being able to evidence a functioning and well supported Destination Management Plan will enable the District Council and Town Council to more successfully bid for new resources such as a 'Townscape like' bid from HLF. The monies from which can then be used to create not only a stronger tourism offer to improve visitor dwell time but also a more advantageous backdrop for the promotion of tourism in the town. Newark's connectivity with its key position on the A1,A46, East Coast Train line and the River Trent means it is ideally placed to be able to take advantage of such opportunities.

Whilst Newark currently hosts the town festival, re-enactments and a fledgling Book Festival it does not have one strong event which whilst being of interest to the local community acts as a significant draw to visitors from outside the area (see Appendix 4 for a list of comparator towns & their festivals) The DMP recommends that consideration should be given to establishing such a festival.

Newark has huge potential to develop & grow its tourism and the concomitant economic impact this has on the town if this plan is implemented successfully.

2.2 The Partnership

- Newark & Sherwood District Council
- Newark Town Council
- Key Newark Tourism/Visitor Economy Stakeholders
 - Newark Air Museum, Kelham Hall, NAP, Newark Showground, Antique Fairs, Totally Locally, Newark Business Club

2.2 Regional Partners

- D2N2
- Visit Nottinghamshire
- Nottinghamshire County Council – Highways to improve gateways into town

2.3 National Partners

- VisitEngland/ VisitBritain
 - Staycation & International activity
 - Discover England projects
 - American Connections
 - The English Way

Other potential partners could include:

- RAF via Cranwell
- Virgin East Coast
- East Midlands Trains

3 Vision

Newark will be positioned as a quintessentially English market town that can trace its history back to the Stone Age. It offers a unique opportunity to experience a wealth of history across the ages all in one picturesque town.

4 Priorities

- Interrogate the market intelligence available and improve knowledge of visitor experience – develop an understanding of who Newark’s visitors are and what they feel about their experience in the town. This will ensure that future decision making about what the product offer should be and how best to promote it is more accurate. It will also be useful to obtain some insight into what those not currently visiting think of Newark and what would attract them to visit.
- Improve Infrastructure – ensuring that from the moment the visitor arrives in the town their experience is exemplary from signage, cleanliness and street furniture to seasonal planters and decorations. First impressions count and the general ambience that visitors experience is critical to how they view visit...& how they will describe it to others.
- Product development (short, medium & long term) The Castle Gate House has secured its first tranche of HLF monies but in order to encourage overnight visits there needs to be a range of facilities developed to create sufficient visitor dwell time.
- Develop a Brand/Profile for Newark – this is not so much about logo but is more about tone of voice, as well as having a consistent set of messages, style and approach across the town. This will deliver significantly improved effectiveness of promotional messages.
- Implement a defined Marketing strategy including market development, visitor welcome etc will maximise the potential to grow the economic impact of the visitor economy to Newark.
- Establish one/two town wide festivals specifically to attract a wider out of town audience over a week/weekend. This will provide a core ‘attract & disperse’ activity that will improve overnight visits and this can be built upon to develop a repeat visit strategy.

5 Aims of the Destination Management Plan

- Support the development of a vibrant and successful local tourism industry which within five years is delivering an economic impact more than £30m.
- Create a long-term tourism product development plan in consultation and partnership with local businesses and other interested parties to provide improved potential to attract overnight visits
- Develop a strong 'Newark' brand in the context of the wider Newark & Sherwood offer
- Identify and work with promotional partners locally, regionally & nationally to create effective campaigns to tell the stories of Newark through a shared footprint

6 Intelligence/Research informing the plan

6.1 Domestic Tourism Trends 2017 - 2023

Scarborough Tourism Economic Assessment Model (STEAM) data – key trends for 2015 – 2016

Whilst it is important to note that for a town the size of Newark it is unwise to use the basic raw data it is possible to draw conclusions with regards to key trends from the Newark data supplied by Global Tourism Solutions

Between 2015 & 2016

- Over 3% increase in economic impact of visiting friends & family
- Over 3% increase in day visitor days, day visitor numbers
- Over 5% increase in economic impact of day visitors

However, overnight visitors to the town are down between 3 & 4% and it is here that the biggest potential for improving economic impact lies.

The visiting friends and family figures show that visitors are prepared to stay overnight. Work now needs to be done to ensure that future overnight visitors stay in the town's accommodation.

In 2016

- Overall visitor numbers to Newark were 451,860 and days were 548,330
- Economic impact was £25.32m (£19.2m Direct)

National Context

In 2014, there were 20.83 million trips to small towns in England, 22% of the total, with spend at £3.3 billion (18% of all spending on domestic overnight trips). There were also 310 million tourism day trips involving a trip to a small town – or 23% of

the total – with associated spending of £8.2 billion (18% of all spending on day visits).

Going forwards the currently identified goal of the Tourism Deal (within the Government’s Industrial Strategy) is nationally to:

- Increase the value of tourism to the UK economy to £268.3bn pa by 2025
- Create 70,000 additional jobs
- Deliver 1.8m additional visits
- Increase productivity by 1% ie., a £12bn increase in output.

6.2 D2N2 Accommodation Strategy

In December 2016 in conjunction with the two DMOs D2N2 undertook an Accommodation Survey of Nottinghamshire & Derbyshire. Key gaps of relevance to Newark were identified including the need for a market town boutique hotel, further budget hotels, restaurants with rooms and a range of ‘glamping’ and caravan sites. The study also highlights the need to look at how best to use existing funding including Midlands Engine investment funding and other LEP funding.

6.3 Event Evaluations

At present we are only aware of the following events which have been analysed with varying degrees of vigour.

Newark Books in the Castle Festival (July 2017)

Books in the Castle was a not for profit two-day festival held in July 2017 celebrating and promoting literacy, authors, books and related activity. Mainly funded by Arts Council it was supported by small grants from NSDC, NTC and others. A detailed analysis of the Festival is available but in summary overall over 37,000 people were engaged with the Festival of whom around 35,000 were engaged online and in total 75% had not engaged with the Festival before. Three key age groups – over 60s, 35 – 44 at 25 % largest group and under 16. No economic impact assessment was undertaken – no budget but feedback seems to have been largely positive from those engaged.

Newark Festival - Madness main act (June 2013)

Festival took place in June 2013 and visitors were interviewed in two locations – the market square and the riverside park during the day of the festival. It was estimated that around 8,00 visitors attended the Festival and that about a third of whom were from outside of Newark & Sherwood. Attracted all age ranges but with a slight bias to the over 35 yrs. Some evidence that a well know band like Madness had attracted a limited number of overnight visitors

Elemental Force (March 2013)

A one-off evening arts event at Newark Castle held in pouring rain in March 2013. Part of a D2N2 wide initiative in Nottingham Castle, Derby Silk Mill & Chatsworth it was well publicised. 43.9% of the audience were inbound visitors. Although overall numbers of visitors for Newark were lower than the cities 9% of the audience stayed overnight compared to 3.8% for Nottinghamshire and 5.2% for Derbyshire. Newark's overnight stays were split evenly between hotel and visiting friends & family. Around 83% of the visitors attended in groups of 2 – 4 with 87.13% being adults and 60% in the age group of 41-60. 17% were 'empty nesters' which is consistent with the age range. 30% intended to visit a pub or club, 25% going to a café or restaurant and 25% going shopping. In terms of promotion, local media and 'word of mouth' (NSDC sources most frequently cited) were most significant for the local audience and social media and word of mouth being most impactful for non-local visitors. Although the event was free to attend as it was Arts Council funded some work was undertaken with regards to price elasticity of demand and it was determined that a price of £5 was optimum and that this would have generated £10,891 based on estimated attendance.

Newark Festival & Impacts Study (2008)

In 2008 an evaluation was undertaken of the impact of six events then running, Live & Local, Brass Explosion, Newark Food & Drink Festival, Gift of Christmas, The County Show and Newark Jazz Festival. This concluded that the Food & Drink Festival was the most effective in terms of attendance and spend per head (5,000 attendees with average expenditure in 2008 prices of £30.30 per head)

7 Newark's Stories/Assets/Possible thematic

7.1 Wealth of History across the ages all to be found in a quintessentially English Market Town

Newark is a quintessentially English market town that can trace its history back at least as far as the Stone Age. It offers the opportunity to experience a wealth of history across the ages all in one picturesque town. Situated at the junction of four major communications routes, the River Trent, the A1 (Great North Road), A46 (Roman Fosse Way) and East Coast railway it has always played a significant role in England's history. It was a mediaeval stronghold, under siege as a Royalist town in the English Civil War, a major posting town in Regency England and the home of several Polish RAF squadrons in WW2. Evidence of which is easily accessible in a walk around the key sites of this vibrant & bustling market town

This Destination Management Plan 'Working in Partnership' will encourage everyone involved to tell the history and stories of Newark in a visitor friendly way, supported by a tourism product development plan to help the town grow its tourism economy. In summary Newark's 'History through the ages' story covers.(see Appendix 3 for detail)

- Pre-history – Newark Torc & Farndon Flints
- Roman – extensive collections of items found in and around the town
- Anglo Saxon – told through objects found in the Millgate area
- Mediaeval England – King John's death at Newark Castle is a critical milestone in its history
- Civil War – Newark Civil War Centre highlights Newark's role as a key strategic stronghold during the First Civil War. In addition, England's tallest parish church St Mary Magdalene has strong links to the Civil War story including the cannon ball hole in the spire!
- Regency England – a thriving coaching town on the road north with a Ballroom in Newark Town Hall to rival Bath, Byron's printing press & Smeaton's Arches
- WW2 - Newark Air Museum on the outskirts of town & Polish history clearly on show in Newark Cemetery gives the town a strong story to tell

Additional stories that could be told:

- **Cycling and sport**
- **Making the most of the river today?**
 - Living History
 - River Barge
- **A Heritage of Engineering/Innovation/Technology**
 - Torc/Flints
 - Printing
 - Smeaton's Arches
 - Computerised tomography
 - Brewing

8 Maximising the Potential of stories via Regional partnerships

On its own Newark will find it a challenge to raise sufficient funds to promote its offer in as impactful and effective manner as it needs to. By working with partners who also have a role either lead or subsidiary in the stories it wishes to tell it will be possible to leverage considerable additional benefit. Some of these partnerships exist already others will need to be developed.

- Nottingham City of Literature – whilst Newstead and Southwell are synonymous with Lord Byron it is less well known that the Printing Press on which the first edition of his *Fugitive Pieces* and *Hours of Idleness* is to be found in the NCWC.

- Nottingham Castle – when the refurbish Castle offer opens in 2019/20 it will tell the story of Nottingham and Nottinghamshire’s role in rebellion across the ages and right through to the modern day. There will be opportunities for Newark to engage with this.
- Three Castles project – Lincoln, Newark, Nottingham. Marketing NG/Visit Notts worked with Visit Lincoln and nationally with Visit England to produce a successful campaign linking the three castles
- Sherwood Forest – the new RSPB visitor centre will open in the summer of 2018 and will create significant opportunities to connect Newark not only to the centre but also to the international renowned stories of Robin Hood
- Southwell – has a well-developed visitor offer with the benefit of the Minster, Southwell Music Festival , the National Trust Workhouse, the Racecourse and the British Horological Institute at Upton to which Newark can act as a transport gateway.
- Discover England project – £1m project working title East of England Touring Route is at bid stage and is being managed by Newcastle Gateshead Initiative. NSDC has committed its support to the bid. See Appendix 5 for more detail
- Discover England project – £750k confirmed project US Connections linking with Newark Air Museum. See Appendix 5 for more detail
- Newark Castle – linking to the wider Robin Hood story across NSDC and Nottinghamshire should provide a wider publicity platform for Newark
- Pre-history/Stone Age – the flints that have been found at Farndon are believed to have been knapped by a hunting party from Creswell Crags and so this would present cross promotional opportunities.
- Mayflower 400 – in 2020 it will be the 400th anniversary of the sailing of the Pilgrims, many of whom came from North Notts, and there are many plans afoot to celebrate this.
- NT Clumber Park/Belton Hall – the two nearest NT properties both of which hold events & festivals throughout the year thereby presenting opportunity to proactively attract more visitors to the Newark area

9 Markets to be developed

Local

Levels of knowledge and engagement with the current tourism offer could be improved amongst the population of Newark and the rest of the District. A promotional campaign to gain ‘hearts & minds’ via a greater understanding of what is on offer would be worthwhile to build on the current trend of improving ‘Visiting Friends & Family’ visitor groups. This will be especially important as new product e.g. Castle Gatehouse project go live. Whilst there is some good work being undertaken by the relevant volunteer groups it currently lacks focus and is not therefore delivering to its maximum potential.

Regional

This is where the day visitor trend growth seen in 2015/16 can be developed further. It needs to be approached segmentally

- in geographically in terms of increasing visits from those areas where existing visitors come from
- by visitor types for whom the current/future offer is best fitted e.g. Empty nesters and where appropriate young families
- by new visitor types once a strong enough offer is in place

National

At present national potential is most effectively linked to those niche markets to whom the current offer is most attractive eg Civil War buffs. Once an appropriate depth of offer is developed where the visitor dwell time is sufficient to justify overnight stays then this becomes a very attractive promotional avenue which would then justify appropriate investment.

International

Whilst Newark could never justify the marketing budget that would be required to make any significant impact in international markets on its own there are a couple of VisitEngland, Discover England projects where Newark would be strongly placed to benefit.

US Connections – American market

East of England Touring Route – German market

Niche markets could be explored eg potential for visiting groups from Poland

10 Funding Options

Heritage Lottery Fund – once the DMP is embedded and being implemented then the opportunity to bid for a ‘Townscape like’ grant becomes a possibility. This is a grant which allows towns and cities to regenerate their built historic environment. Grants have ranged from £100k to £2m but all such bids would now submitted to the main HLF fund.

Historic England – grants to restore specific heritage sites

Arts Council – Current plans include working towards achieving NPO status for NCWC in the next round of bidding. This will leverage three years of core funding for the centre renewable by a regular bidding process

In addition, it is planned to bid to Arts Council for support to run a celebration of the centenary of the Palace Theatre in 2020.

January 2018

Strengths, Weaknesses, Opportunities & Threats

Strengths	Weaknesses
<ul style="list-style-type: none"> • Strong sense of Newark’s role in the key events & periods in history • Connectivity via road, rail & river allows Newark to take advantage of its central England location • Gateway to N&S • Varied product offer inc <ul style="list-style-type: none"> ○ Newark Castle, ○ NCWC, ○ Kelham Hall, ○ Newark Air Museum, ○ Newark Showground • Impressive Town Hall and Market Square • Newly established Heritage Forum 	<ul style="list-style-type: none"> • Limited awareness of what Newark has to offer beyond the town itself • No clearly defined or agreed position on what the town has to offer and what story it should tell • Lack of consistent messaging around what Newark has on offer • Limited specialist tourism marketing expertise • Little coordination between existing marketing campaigns • No attract & disperse strategy • Imbalance of promotion across the key tourism assets • Disparate range of promotional outlets eg NSDC, Visit Newark, Totally Locally etc • Multiple lines of management for the key tourism products • Limited events to attract visitors from out of town • Shopping offer inc Market & Buttermarket
Opportunities	Threats
<ul style="list-style-type: none"> • Work with regional and national bodies eg Marketing NG/ Visit Nottinghamshire & Visit England • VE Discover England projects • Potential to for an HLF Townscape bid • Arts Council bid for centenary of Palace Theatre • Product development strategy • Opportunities arising from Tourism Bid within Governments Industrial Strategy • Establish one/two key annual festivals • Developing a town wide Heritage Strategy • Growing the value of tourism to the Newark Economy 	<ul style="list-style-type: none"> • Budget constraints • Brexit • Not getting town wide engagement for the DMP and thereby being unable to deliver the full potential of the plan

Key Facts & Figures

Source: STEAM 2014 & 2016



Wealth of History across the ages all to be found in a quintessentially English Market Town

Prehistory (Stone Age to Iron Age) Newark Torc, Farndon Flints & Neolithic Axe

Since 12000 BC, there is evidence of settlement, trade, technological advancement and ritual life in the district. Neolithic, Bronze Age and Iron Age peoples all chose to make their homes here. 14,000 years ago, Stone Age hunter-gatherers would follow migrating herds of animals to the crossing of the Trent and Devon in Farndon. Here they would make their home until the weather cooled and it was time to head back across the land bridge to Europe. Hundreds of flakes and flint cores were found at the site in Farndon and the pattern of the finds makes it almost possible to identify the exact position of the flint knapper's feet as they prepared their tools.

A beautiful Neolithic Jadeite axe, made from stone quarried in the Italian Alps tells the story of the breadth of trade occurring at the time and the importance of rituals and symbols in early people's lives, as the axe does not appear to have been intended for use. Bronze Age rapiers and spear heads show both the advances in technology and the development of belief systems as some appear to have been made solely as offerings. Our Bronze Age Cremation urns with finger pattern also highlight the care and honour given to the dead.

The **Newark Torc**, tells a story of amazing technological skill as well as complex community and belief systems during the Iron Age. The torc is the second most significant torc in the country. It was likely to have been buried deliberately close to the River Trent as rivers were significant for the people of the Iron Age and a lot of Iron Age metal work has been found in proximity to rivers. It is made from gold, silver and copper. The torc is made from rolled gold wires twisted into 8 'ropes'. The terminals were cast using the "lost wax technique" and decorated with La Tene style motifs, an abstract curved style of decoration.

Romans

The Romans invaded Britain in 40AD and by 70AD had settled in this area. Newark lies on the strategically important Roman road the Fosse Way which links Exeter to Lincoln. While there is no evidence of a town at Newark, there were walled towns at East Stoke (Ad Pontem) and Brough (Crocolana), there was also a Roman Villa at Norton Disney.

Our extensive Roman collection allows us to tell the breadth of Roman life in Britain from invasion and military life with our beautiful cavalry cheek piece to domestic and individual life with household items and even a pair of roman shoes. Our collection also allows us to tell the story of changing beliefs in the Roman Empire with examples of pagan burials and very early Christian objects. (Domestic items include pottery, mosaics, kitchen implements, jewellery etc)

Key to our collection are three lead coffins and the remains they contained of high status Roman individuals, as lead could only have been afforded by the rich. Initially when these were discovered one set of remains was misidentified as male due to the fact the individual was 5ft 8. Later investigation established that the remains were of a woman between 17 and 23 who had had at least one child. These objects and the investigations around them help challenge our perceptions of Roman life and how we interpret them.

Anglo Saxon

Anglo Saxons took control of most of Britain after the Romans withdrew in AD410 and it is during this time that Newark probably got its name as the 'Neue Werk'. The town's Anglo-Saxon collection is substantial and includes outstanding examples of cremation urns, grave goods and religious items for example a superb Anglo Saxon gold cross, which has similarities to finds in the Staffordshire Hoard.

The majority of the objects come from excavations at an Anglo-Saxon cemetery at Millgate and convey the complex story of Anglo-Saxon beliefs and customs. However, the collections also include the remains and grave goods of an early Anglo-Saxon 'Princess' which were found at Winthorpe. The position and contents of the grave suggest an individual of the highest status, possibly the leader of an early group of settlers or a leader's wife. Grave goods included a decorated urn, a bronze-rimmed wooden bucket, two pairs of silver wrist clasps, a gilded bronze disc perhaps once attached as a decoration to a box or a bag, 47 glass and amber beads from a necklace, an iron knife, and other items. A lamb was also buried in the grave. The burial may shed light on the origins of settlement in Newark.

From 886 to 954 Newark was part of the Viking Danelaw and many of the street names we use today come from this time. Barnby, Bleasby and Staythorpe all derive from Viking and the 'Gates' of Newark derive from 'gata', meaning street.

Mediaeval England – King John at Newark Castle

Newark Castle plays a key role in telling the turbulent history of mediaeval England regionally and nationally. The Castle was originally built as a Bishop's palace rather than a defensive castle by Bishop Alexander the Magnificent, though it was later strengthened with a curtain wall.

A key moment in the Castle's history came on 19 October 1216, when King John died there, after consuming a 'surfeit of peaches'. In reality he probably died of dysentery. After John's death one of his knights, Robert de Gaughy, seized the castle and held it against the new king, Henry III. Royal forces besieged the castle and forced de Gaughy to surrender after 8 days.

The district is also the site of the last battle of the Wars of the Roses at East Stoke, where Henry VII decisively defeated Yorkist rebels. The museum holds the remains of nine men who fought at the battle and their skeletons show the brutal nature of the battle.

Civil War – National Civil War Centre (NCWC)

Newark was a key strategic stronghold during the First Civil War. Newark declared for the King at the start of the war and was one of the last towns standing for the royalist cause at the end, despite suffering three sieges and being ravaged by the plague.

The Museum's 5000 civil war objects combined with the unique built heritage of Newark allow the NCWC to tell a story of the Civil War that is both universal and unique. Newark's experience of siege and the dangers, deprivations and disease that it brought is common to other towns and cities that experienced siege during the conflict. However, Newark was strategically important and a stronghold for Royalists to rally round playing host to strategy meetings between King Charles and Prince Rupert of the Rhine as well as providing a welcome rest stop for Queen Henrietta when she returned from the continent with arms and mercenaries for the war effort.

NCWC's unique collection including breastplates, cannon balls, swords, helmets, posy rings, letters, tracts and siege pieces tells the breadth of the impact of the war both politically and socially. While the built heritage including the best preserved civil war earthwork in the country allows visitors to experience the environment that faced the people of Newark during the conflict.

The parish church of St Mary Magdalene also has a role to play in telling the Newark Civil War Story from the memorials inside to the 'cannon ball' hole in the spire.

Regency England – Ballroom in Newark Town Hall, Byron's printing press & Smeaton's Arches

By the time of the Regency, Newark was a thriving coaching town with inns and industries supporting the coaches travelling on the Great North Road or the Fosse Way. None of this would have been possible without the building of Smeaton's arches. The architecturally impressive arches raised the road above the flood plain and allowed coaches to travel all through the year and provided a key transport route for trade. The Town Hall and Ballroom were built to reflect the wealth and importance of town at this point (1776) with the Ballroom being decorated to rival the Assembly Rooms in Bath.

The museum collection is able to tell a comprehensive story of malting and brewing which built the wealth of the town and provided the capital for later philanthropic ventures such as the Gilstrap Free Library. The town is also able to tell significant cultural and political stories of the day. The printing press that printed the first editions of Lord Byron's *Fugitive Pieces* and *Hours of Idleness* is to be found in the local galleries of the NCWC. The future Prime Minister and reformer William Gladstone began his political career as MP for Newark. The museum holds several significant and rare campaign banners amongst other artefacts from his time as MP for Newark.

WW2 - Newark Air Museum & Polish History

With the outbreak of World War One many men from Newark answered the call and enlisted to fight. The museum collection holds many diaries, photos, records, death pennies, military uniforms and kit telling this poignant story. At home many industries such as Ransome & Marles and Simpsons switched their productions to support the war effort. These industries continued into World War Two ultimately making Newark a target for German bombers, who hit their target of Ransome & Marles in 1941 killing 41 people. The collection tells the story of the ordinary soldier and life on the home front during World War Two.

The area around Newark was filled with airfields. Pilots from many countries including Australia, New Zealand, Canada and Poland were stationed in the area during the war. As a result, a Polish Cemetery was established on London Road. General Sikorski, head of the Polish Government in exile, was so impressed with how the people of Newark had looked after his fallen countrymen that he asked to be buried in Newark should he die while Poland was still occupied. He died in 1943 and was buried in Newark until 1993 when he was repatriated. After World War Two, as Poland was controlled by the Soviet Union many Polish Servicemen made their homes in area.

Comparator Towns with festivals/celebrations

Boston	Transported
Grantham	Gravity Field Festival
Stamford	Georgian Festival
Cheltenham	Races
Matlock Bath	Lights
Lincoln	Steampunk
Buxton	Buxton International Festival
Ludlow	Food Festival
Skipton	Food, Beer, Yarn

Aspirational Towns/Cities

Bath
Harrogate

Discover England Projects

US Connections

With confirmed funding from Discover England this is a project that will develop newly packaged tourism products around identified and tested themes to drive growth in the US inbound market to England. The project covers a wide geography of English destinations (from the Midlands through to the South West) and a number of product themes. The product themes will connect the destinations through the development of new visitor itineraries. The project also focuses on enhancing the visitor offer associated to the itineraries, including developing the guided tour offer, upskilling local tourism businesses and providing themed experiences.

The total value of the project is £700,000.

The funding end date is March 2019. The project will:

- Conduct in market testing with US visitors and the travel trade to establish product themes to be developed - that resonate with the US target audience (for example: World War connections; Magna Carta; Mayflower; Jamestown; Transatlantic)
- Support local tourism businesses within the partnership destinations to develop visitor content and bookable, commissionable product aligned with those themes
- Identify and secure a distribution plan and routes to market through working with travel trade partners in order that the new product is effectively promoted to the target audiences - Promote and raise awareness of the new bookable itineraries
- Monitor and evaluate outputs and report on best practice and learnings

Visit Nottinghamshire have committed to be a partner on the project. Themes for Nottinghamshire identified early on include:

- Mayflower Pilgrims (focusing on the guided tour offer)
- Kings & Castles (including Nottingham Castle and Newark Castle)
- Robin Hood (including Nottingham Castle and Sherwood Forest)
- World War II (including Newark Air Museum)

East of England Touring Route

The aim of this project is to increase the volume and value of international visitors to Eastern England. The East of England Touring Route project is seeking £1million from the Discover England Fund and will provide match funding of £400,000 in line with the requirements of the fund.

The route involves 15 destinations who do not currently work as a partnership – resource is needed to develop a new partnership that has come together rapidly to support this project but needs further support to develop shared understanding and relationships that will last for the long term;

The project is taking businesses that currently don't operate in international markets and developing their capacity in a very short space of time. This will require intensive support which is costly;

Bringing a new project to market from an area of England that has a lower profile than other parts of the country and less appeal – despite its great assets – will take a big effort to help it gain traction in a short time, and deliver the long term aims of the fund.

The project objectives are:

1. To create a new 300-mile touring route that stretches from London to Northumberland that encourages German visitors to stay for several nights in the area.
2. To develop a new public/private partnership that can support the long-term development and promotion of the new touring route.
3. To support a minimum of 40 tourism businesses in Eastern England, particularly small businesses, to operate in the international market for the first time
4. To develop new routes to market for 40 businesses in Eastern England that are already operating in the international market
5. To increase the awareness and knowledge of Eastern England among carriers and travel trade and provide a mechanism for them to package and sell more product in the area

Famous sons, daughters and characters of Newark

King John	Died in Newark Castle
King Charles 1	Lost his kingdom in Newark
Hercules Clay	Former Mayor & philanthropist
Sam Derry*	WW2 hero
Sir Godfrey Hounsfield*	Developed first Computerised Tomography machine for EMI
William Jessop	Canal engineer (river Trent Navigation)
Sir William Nicholson	Artist
John Smeaton	Engineer Smeatons Arches
William Joseph Gilstrap	Brewer
Lord Byron	Printing press
Bridget Riley	Artist
Robert Kiddey	Sculptor
William Gladstone MP	MP for Newark 1883 – b1846
T E Lawrence	Played snooker in Newark whilst based at RAF Cranwell 1925

*Magnus old boys

Artists with local connections

- Edward de Waal – pottery
- John Singer Sargent – Poppies painting Newark Town Hall collection
- Gilbert Scott Architect of Kelham Hall
- Bridget Riley – Painter works in NSDC collection
- Robert Kiddey – sculptor (pieces in storage in Newark)
- William Nicholson – artist works in Town Hall collection

Newark DMP Consultees

Newark & Sherwood District Council

Cllrs Roger Blaney, David Lloyd, Roger Jackson, Peter Duncan, Keith Girling
Officers - CEO Mr Andrew Muter, Andy Statham, Julie Reader Sullivan, Matthew Finch, Floss Newman, Michael Constantine, Glynn Hughes, Mark Williamson, Carol King, Carys Coulton-Jones

Newark Town Council

Alan Mellor

Newark Civic Trust – Kevin Winter & Michael Knapton

Visit Newark/NAP via Tourism Action Group

Totally Locally – Jill Brown

Newark Heritage Forum

NAHLS – Kevin Winter

Friends of Newark Cemetery – Laurence Gough

Nottinghamshire County Council – Laura Simpson

D2N2 – David Ralph/Lindsey Allen

Arts Council – Simon Fitch

HLF – Jonathan Platt

RSPB – Michael Copleston

Liz Hobbs Group – Mark Stephens

Key Recommendations for actions required to deliver DMP

*points in blue indicate that these are either NSDC wide recommendations or have wider implications within NSDC

Immediate (1 -12 months)

- Establish high level strategic Newark Management Group (NMG) to include NSDC Committee Chairman, Director and Business Manager, Leader & Clerk to NTC, Totally Locally, Newark Accommodation Providers.
- **Appoint a Business Manager for Heritage, Culture & Visitors to provide a single focus for management of heritage & cultural assets currently managed by two different departments in NSDC and a group within NTC (this will also help to satisfy HLF's requirements that Gatehouse project is clearly learning from the NCWC project)**
- Develop a detailed Heritage Strategy to cover all town heritage assets as this will be required to enable NSDC/NTC to bid for further grant monies.
- Support of an experience dedicated tourism focused marketing expertise that understands the visitor and what they are looking for.
- A town wide initiative to understand what visitors need/are looking for in terms of experience & service
- **Create a new tourism/heritage marketing post**
- Develop a detailed implementation plan for marketing the town's tourism assets and ensure that all future activity is aligned to this or resource reallocated to activity that is in alignment. Focus on cost effective marketing eg use of Social media and working with partners to amplify messages.
 - Resolve issue of ownership and direction of Visit Newark website and identify a single promotional point which takes the lead on promoting the town, short & long term?
 - Joint ticketing
 - Consider relationship with Visit Nottinghamshire/VisitEngland and how to get the best out of these
- Explore potential for 'pop up' exhibitions on key story thematic
- Evaluate the potential to develop a Business Improvement District under the direction of the NMG
- Ensure that the plan has measurable outcomes via STEAM and local visitor experience/satisfaction surveys

Annually

- Instigate a process to evaluate all major projects inc. re-enactments etc. with appropriate feedback loop to inform future activity.
- Ensure that all activity that is supported in any way by the councils is in alignment with the strategy
- Annual visitor survey to determine who is visiting and why
- Invest in annual STEAM data, to monitor trends (will never be absolute data as too small but can provide useful insight)

Medium term (1 – 3 years)

- Further develop the Heritage Forum and ensure that they own the emerging Heritage Strategy and its implementation. This will be a key document when it comes to submitting new grant applications
- Once HLF has confidence in Castle project and the DMP is embedded then pursue an HLF 'Townscape like' bid
- Work towards achieving Arts Council National Portfolio Organisation status for NCWC from 2022
- Bid to Arts Council for Festival development (understood that Palace Theatre team may be submitting bid for 2020 to celebrate centenary)
- Develop an Event/Festival strategy under the leadership of the NMG
- Develop the shopping offer including the market and Sunday opening to bring in new out of town visitors
- Maximise the potential of the Buttermarket space in terms of attracting visitors to the town – for example could be a venue for pop-up exhibitions on town history that are topical & of interest to visitors
- NMG should consider the potential of improving the whole of the Sunday visitor experience as this is a significant gap in the current provision
- Museum Service to take the lead on capturing living history stories before they are lost forever

Long term (3-5 years)

- Address shortage of accommodation/bed stock by actively seeking appropriate hotel brand/s to invest in the town. This would also be a way to improve the diversity of the offer available
- Once confident that all previous recommendations have been implemented and are running smoothly then review the alternative management options for the heritage offer currently run by NSDC & NTC eg setting up a management Trust – this could potentially open up opportunities to bid for additional resources from outside Trusts

ECONOMIC DEVELOPMENT COMMITTEE REVENUE BUDGET 2018/19

1.0 Purpose of Report

- 1.1 To inform the Committee of the budget and scales of fees & charges for those areas falling under the remit of the Economic Development Committee for 2018/19.

2.0 Background Information

- 2.1 Business Managers and service budget officers have been working with officers from Financial Services to determine a first draft General Fund budget and Medium Term Financial Plan. The budgets have been prepared in line with the strategy agreed by Policy & Finance Committee on 21 September 2017.
- 2.2 As part of the budget strategy it was agreed that the functional Committees be requested to look at opportunities for savings in 2018/19 and also any investment potentials which would increase and support revenue income levels, in order to reduce the projected burdens in future years. Members of this Committee are asked to identify any 'spend to save' initiatives in order that these can be considered by the Policy and Finance Committee.
- 2.3 The Economic Development Committee met on 22 November 2017 to scrutinise the budget and continue to look for ways to achieve further savings in 2018/19 and future years. The budget proposals attached at **Appendix A** have been developed following consideration by the Committee.
- 2.4 It was agreed that Business Managers should continue to work with officers from Financial Services to formulate a final budget for submission to Policy & Finance Committee on 25 February 2018. The current budget proposals are attached at **Appendix A**. A schedule of fees and charges pertaining to Economic Development Committee are attached at **Appendix B**.

3.0 Revenue Budget Proposals

- 3.1 The current draft budget shows an increase in 2018/19. Direct service expenditure excluding deferred and capital charges, and all central services recharges currently shows an overall increase of £281,630 against 2017/18 budget. When central recharges and capital are included this becomes an increase of £428,180.
- 3.2 This budget figure includes an average of 2% inflation on expenditure and income, as approved by the Policy & Finance Committee at its meeting on 21 September 2017. It also assumes a 2.5% increase in salary and wages costs overall in 2018/19. Superannuation budgets include the increased percentage contribution announced by the actuary in February 2017.
- 3.3 Staffing costs of £2.61m account for approximately 45% of the gross service budget (excluding housing benefits, capital and central recharges) and significant budget savings cannot be achieved without affecting staffing levels.

- 3.4 Major variances between 2017/18 and 2018/19 are shown below:
- 3.4.1 Newark Castle & Grounds – the budget includes a full time apprentice.
 - 3.4.2 Heritage, Culture and Visitors – with a large number of front line staff being employed at living wage, the overall increase in staff costs is higher than the 2.5% inflation built into the base budget. During 2017/18 the exhibition and displays budget was reduced as there were no planned changes to the galleries. This has been re-instated (increase of £27K) for 2018/19 onward to accommodate 2 new temporary exhibitions per year, as per the original schedule. Museum admissions over 2017/18 have been variable, and it was thought prudent to reduce income by £30K in line with actuals, but this will be partly offset by the increase in box office income which has performed consistently well over the last few years.
 - 3.4.3 Promotion of Tourism – The budget has been increased to incorporate costs of the Pikes & Plunder event. Additionally, there was a 1 year reduction in budget in 17/18 to fund additional hours for a marketing assistant under the Heritage, Culture & Visitors budget.
 - 3.4.4 Development Management – in addition to the inflationary increases an additional member of staff has been appointed to deal with the additional requirements of the proposed Council housing new build – this post is being recharged to the Housing Revenue Account.
 - 3.4.5 Building Control – the budget includes a contribution from the Building Control partnership towards reducing the prior years’ deficit, this is offset ‘below the line’.
 - 3.4.6 Community Infrastructure Levy – a full time post has been replaced by 0.8 FTE.
 - 3.4.7 Development Costs – this is a new budget to fund feasibility studies for capital schemes. Where the studies result in a viable capital project the costs will be charged against the approved capital scheme.
 - 3.4.8 Development Company - the approved Medium Term Financial Plan included a sum of £120,000 for the setting up of the Corporate Projects Development Team including staffing costs which are being recharged to this cost centre. A further £20,000 expenditure to support the team was approved at Council on 10 October 2017. The increase in budget is funded from reserves.
 - 3.4.9 Parking Services Administration – a number of staff have now transferred to Newark Town Council, this is offset by a reduction in income from the Town Council. Cash collection is now undertaken by an external company.
 - 3.4.10 Surface Car Parks Newark - there have been significant increases in the rateable value which increases the annual amount of Non domestic rates payable on Newark town centre car parks by £60,000. Current projections of income from car park charges show a reduction of £35,000 against the 2017/18 budget.
 - 3.4.11 Other Properties & Workshop Voids – occupancy levels across all industrial units are currently good, therefore it has been possible to reduce the voids allowance.

3.4.11 Growth Investment Fund – income in respect of loans repaid is show in this budget, however this is transferred to reserves.

4.0 Fees and Charges

4.1 The level of fees and charges has been considered by officers within the framework set out in the Corporate Charging Policy. Proposals for increases in fees and charges are attached at **Appendix B** for consideration and recommendation to Policy & Finance Committee on 22 February 2018 and Council on 8 March 2018.

5.0 Conclusions

5.1 It is important that the Committee continues to scrutinise and review its budget in order to achieve additional savings in future years at a time when the Council is facing reducing government grants and other financial pressures.

6.0 RECOMMENDATIONS that:

(a) the final Committee budget as shown at Appendix A be recommended to Policy & Finance Committee at its meeting on 22 February 2018 for inclusion in the overall council budget; and

(b) the scales of fees and charges as shown at Appendix B be recommended to Policy & Finance Committee at its meeting on 22 February 2018 and Council on 8 March 2018.

Reason for Recommendations

To ensure that the final budget proposals and the level of fees and charges for 2018/19 are recommended to Policy & Finance Committee on 22nd February 2018.

Background Papers

None

For further information please contact Nick Wilson on Extension 5317 or Amanda Wasilewski on Extension 5738.

Nick Wilson

Business Manager Financial Services

BUDGET SUMMARY

ECONOMIC DEVELOPMENT

CODE	DESCRIPTION	2017/18 INITIAL BUDGET	2018/19 BASE BUDGET	MORE/(LESS)
A10104	GILSTRAP INTERPRETATION CENTR	0	0	0
A10105	NEWARK CASTLE/CASTLE GROUNDS	43,790	54,800	11,010
A10108	RESOURCE CENTRE. MUSEUMS	22,740	24,430	1,690
A10109	HERITAGE, CULTURE & VISITORS	523,670	630,470	106,800
A10813	LAND CHARGES	(63,490)	(63,130)	360
A11314	LINCOLN ROAD SPORTS HALL	14,770	16,450	1,680
A11331	PARKS AND PLAYING FIELDS	27,510	28,660	1,150
A11334	PRIVATE ESTATES	17,150	23,460	6,310
A11335	CLOSED CHURCHYARDS	4,900	4,950	50
A11336	VICAR WATER PARK	62,640	67,110	4,470
A11337	COMMUNITY FACILITIES MGMT	45,210	46,650	1,440
A11338	SCONCE & DEVON PARK	70,500	72,900	2,400
A11573	PROMOTION OF TOURISM	98,980	138,980	40,000
A11574	SHERWOOD YOUTH HOSTEL	(19,000)	(19,050)	(50)
A11601	GROWTH TECHNICAL SUPPORT	147,880	158,610	10,730
A11604	DEVELOPMENT MANAGEMENT	(110,890)	(72,410)	38,480
A11605	PLANNING POLICY	254,390	251,580	(2,810)
A11606	BUILDING CONTROL	120,840	88,190	(32,650)
A11610	LOCAL DEVELOPMENT FRAMEWORK	53,060	54,120	1,060
A11611	COMMUNITY INFRASTRUCTURE LEVY	23,310	0	(23,310)
A11702	ENVIRONMENTAL SCHEMES	18,930	21,320	2,390
A11810	NEWARK BUSINESS INNOVATION CENTRE	20,410	18,440	(1,970)
A11813	SUTTON ON TRENT WORKSHOPS	(32,970)	(32,480)	490
A11814	CREWE CLOSE BLIDWORTH WORKSHOP	(42,650)	(41,910)	740
A11815	BOUGHTON WORKSHOPS	(38,420)	(37,790)	630
A11816	CHURCH FARM WORKSHOPS	(20,000)	(21,640)	(1,640)
A11817	BILSTHORPE WORKSHOPS	(37,320)	(36,510)	810
A11818	BURMA ROAD WORKSHOPS	(14,480)	(14,820)	(340)
A11820	BURMA ROAD, BLIDWORTH	920	1,170	250
A11821	CLIPSTONE WORKSHOPS	(32,060)	(31,750)	310
A11822	BOUGHTON ADVANCE FACTORY	(36,040)	(35,530)	510
A11823	CLIPSTONE ADVANCED FACTORIES	(35,940)	(35,030)	910
A11824	SHERWOOD FOREST CRAFT CENTRE	(19,890)	(16,900)	2,990
A11826	CLIPSTONE HOLDING CENTRE	(14,690)	(10,460)	4,230
A11828	LEACH WAY BLIDWORTH ADV	(35,300)	(35,230)	70
A11829	KEEPERS COTTAGE	(1,780)	0	1,780
A11842	DEVELOPMENT COSTS	0	50,000	50,000
A11843	DEVELOPMENT COMPANY	0	114,380	114,380
A11851	ECONOMIC GROWTH	250,710	256,620	5,910
A12001	PARKING SERVICES ADMIN	100,370	131,690	31,320
A12011	SURFACE CAR PARKS NEWARK	(645,170)	(535,930)	109,240
A12014	NEWARK LORRY PARK	(257,180)	(256,740)	440
A12019	SURFACE CAR PARK OLLERTON	7,380	7,400	20
A12211	RIVERSIDE ARENA MARKET	(10,000)	(6,500)	3,500
A12401	OTHER PROPERTIES & WSHOP VOIDS	31,450	10,630	(20,820)
A12506	GROWTH INVESTMENT FUND	67,000	(118,200)	(185,200)

CODE	DESCRIPTION	2017/18 INITIAL BUDGET	2018/19 BASE BUDGET	MORE/(LESS)
A15002	CREW LANE DEPOT	(17,390)	(17,580)	(190)
A15023	GROUNDS MAINTENANCE	213,230	205,290	(7,940)
	TOTAL	757,080	1,038,710	281,630
	Central Recharges	1,765,870	1,941,350	175,480
	Capital Charges	343,980	333,650	(10,330)
	Income from recharges	(808,200)	(826,800)	(18,600)
	TOTAL	2,058,730	2,486,910	428,180

BUDGET SUMMARY

ECONOMIC DEVELOPMENT SUBJECTIVE SUMMARY

CODE	DESCRIPTION	2017/18 INITIAL BUDGET	2018/19 BASE BUDGET	More(Less)
111	SALARIES AND WAGES	2,112,050	2,129,070	17,020
113	NATIONAL INSURANCE	188,410	201,200	12,790
114	SUPERANNUATION	237,280	277,040	39,760
	EMPLOYEE SUB TOTAL	2,537,740	2,607,310	69,570
211	REPAIRS AND MAINTENANCE	112,670	111,070	(1,600)
212	ENERGY COSTS	128,720	128,470	(250)
213	RENT	124,490	142,090	17,600
214	RATES	108,190	164,790	56,600
215	WATER SERVICES	21,180	23,030	1,850
217	CLEANING AND DOMESTIC	1,170	1,350	180
219	CONTRIBUTION TO FUNDS	179,920	185,170	5,250
311	TRANSPORT	75,290	85,780	10,490
315	CAR ALLOWANCES	18,350	17,260	(1,090)
316	INSURANCE	11,110	12,250	1,140
411	EQUIPMENT AND FURNITURE	16,080	15,170	(910)
412	MATERIALS	19,300	16,710	(2,590)
421	CATERING	59,030	60,220	1,190
431	CLOTHING AND UNIFORMS	6,790	6,860	70
441	GENERAL OFFICE EXPENSES	153,960	147,660	(6,300)
451	CONTRACTUAL	489,380	537,440	48,060
452	OTHER SERVICES	249,210	396,640	147,430
453	LEASING PREMIUMS	0	332,290	332,290
461	COMMUNICATIONS AND COMPUTING	53,240	40,540	(12,700)
471	STAFF	9,000	12,410	3,410
481	GRANTS	10,000	0	(10,000)
482	SUBSCRIPTIONS	5,540	5,380	(160)
491	INSURANCE	82,540	107,860	25,320
492	CONTRIBS TO FUNDS AND PROVISNS	23,990	24,020	30
493	OTHER	517,050	577,720	60,670
497	DISCOUNTS	11,360	10,160	(1,200)
711	ADMIN BUILDINGS	357,940	375,140	17,200
712	CENTRAL DEPARTMENT SUPPORT	900,710	1,014,720	114,010
713	CSS MONTHLY PERCENTAGE RECHGS	21,700	25,520	3,820
714	CENTRAL EXPENSES	900	0	(900)
715	DEPARTMENTAL ADMINISTRATION	484,620	525,970	41,350
821	CAPITAL CHARGE	343,980	333,650	(10,330)
	RUNNING EXPENSES SUB TOTAL	4,597,410	5,437,340	839,930

CODE	DESCRIPTION	2017/18 INITIAL BUDGET	2018/19 BASE BUDGET	More(Less)
922	Contributions From Other Las	(115,490)	(34,830)	80,660
928	Recharge Non Gf Accounts	(204,770)	(279,060)	(74,290)
931	Sales	(325,110)	(293,110)	32,000
932	Fees And Charges	(2,623,270)	(2,585,640)	37,630
933	Rents	(659,940)	(947,190)	(287,250)
934	Loan Repayments	0	(180,000)	(180,000)
938	Fees And Charges	(176,520)	(255,140)	(78,620)
939	Other Receipts	(150,970)	(155,970)	(5,000)
951	Recharge Gf Rev Accounts	(808,200)	(826,800)	(18,600)
961	Revenue Appropriation Adjust	(12,150)	0	12,150
	INCOME SUB TOTAL	(5,076,420)	(5,557,740)	(481,320)
	COMMITTEE TOTAL	2,058,730	2,486,910	428,180

HERITAGE, CULTURE & VISITORS – ECONOMIC DEVELOPMENT COMMITTEE

		2017-18 Existing	2018-19 Proposed
1	<u>Theatre Hire (plus VAT):</u> <u>With Stage & Dressing Rooms as Equipped</u> <u>Full Theatre : 602 Seats</u>		
	Per day with one performance – week days Commercial Hire	£1,500	£1,530
	Per day with one performance - weekends Commercial Hire	£2,000	£2,040
	Per day with two performances - weekdays Commercial Hire	£2,750	£2,805
	Per day with two performances - weekends Commercial Hire	£3,250	£3,315
	Week Hire: Monday-Saturday	£9,250	£9,435
2	<u>Non-Profit Making/ Charity/ Local</u> <u>Available all year Monday-Friday + off-peak weekends (at our discretion but excluding autumn)</u> <u>Current Stalls - only hirers to be phased into new pricing structure over two years</u> There is also an element of flexibility built into the fees and charges for non-profit making bodies, allowing the Theatre's discretion to offer a further reduction to community groups at a time when the Theatre may well be dark, but mindful that our costs and a profit must be covered.		
	Per day with one performance – week days Non Profit Making/Charity/Voluntary	£1,000	£1,000
	Per day with one performance – weekends Non Profit Making/Charity/Voluntary	£1,500	£1,500
	Per day with two performances – week days Non Profit Making/Charity/Voluntary	£1,500	£1,500
	Per day with two performances – weekends Non Profit Making/Charity/Voluntary	£2,000	£2,000
	Conference: Full Theatre (Staffing, technical equipment and catering costs on application)	£2,000	£2,000
3	<u>Theatre Hire : Supplementary Charges Per Hour (plus VAT)</u> <u>(not including staffing)</u>		
	Technical/Dress: Commercial Hires	£77.50	£78.00
	Non Profit Making/Charity/Voluntary	£65.50	£66.00
	General Rehearsals: (No lights) Commercial Hires	£65.50	£66.00
	Non Profit Making/Charity/Voluntary	£55.00	£55.50

	Get In/Fit Up/ Get Out Commercial Hires Non Profit Making/Charity/Voluntary	£21.50 £18.50	£22.00 £19.00
4	<u>Staffing Recharges : per hour plus VAT</u>		
	Technical Manager – week days*	£34.00	£34.50
	Technical Manager - weekends**	£39.00	£39.50
	Technical Officer – week days*	£26.00	£26.50
	Technical Officer - weekends**	£30.00	£30.50
	Technical Assistant – week days*	£18.00	£18.50
	Technical Assistant - weekends**	£22.00	£22.50
	* Plus 20% on all rates for hours worked between 2330 and 0600 hours ** Plus 20% on all rates for hours worked between 2330 and 0600 hours and plus 100% for all Bank Holiday working and 120% on all rates for hours worked on Bank Holidays between 2330 and 0600 hours		
5	<u>Room Hire : Per Hour</u>		
	The Workshop (VAT exempt) Non-Profit Making/Charity/Community	£15.50	See room hire charges below
6	<u>Room Hire: Commercial (VAT exempt)</u> Byron Lounge: Meetings per day Byron Lounge: Meetings half day Flexibility to discount package deals on repeat bookings and block bookings or where a room hire is part of a theatre hire deal. Flexibility to offer rooms at a discounted rate to local and community users at times when the rooms would otherwise be unused, but being mindful that costs must be covered.	} £25 per }hour	See room hire charges below
7	<u>Ticket Handling Fee</u>		
	Per Ticket – applicable to all professional productions	£1.50	£1.50
	Per Ticket – applicable to all amateur productions, dependent on overall ticket price	£50p - £1.50	50p - £1.50
8	<u>Palace Membership Scheme (New Charges from 2016-17)</u>		
	Single membership	£11	£11
	Couple's membership	£18	£18
	Junior membership	£8	£8
	Family membership	£30	£30

National Civil War Centre – Newark Museum			
Proposed Ticket Types	2017-18 Charge including VAT	2018-19 Charge including VAT	Notes
Day Tickets	Ability to offer promotional discounts and flexible pricing to target specific audiences, promote specific events or encourage and increase local footfall and site awareness		
Adult	£8	£8	Ability to offer promotional discounts and flexible pricing to target specific audiences, promote specific events or encourage and increase local footfall and site awareness
Concession	£7	£7	
Children 5-16	£3.50	£4	
Children under 5	Free	Free	
Annual Pass – Adult	£15.75	£15.75	
Annual Pass - Concession	£13.75	£13.75	
Annual Pass – Children	£5.75	£7.75	
Groups:	Flexibility for further discount to large groups and commercial operators in order to encourage larger and repeat bookings and capture a growth market		
Group Visit (10 or more paying)	10% discount	10% discount	
After-hours Evening Guided Visit: Minimum of 15 persons, must be booked <u>at least</u> four weeks in advance	£15/head £2 discount for all partner organisations (EH, Art Fund, etc.)	£15/head £2 discount for all partner organisations (EH, Art Fund, etc.)	90 min visit between the hours of 5pm and 9pm.
Object Handling Session (on top of day group rate) This is for groups who are looking for a hands-on experience.	£5/head, 20 people	£5/head, min 10, max per session 20	
Volunteer-led Town/Civil War Tour		£5, £3 child £3, £1 child if purchased with NCWC entry	
Commercial: Town Tour	£6/head	£6/head	All to NSDC
Commercial: Castle Tour	£6/head	£6/head	£4 to go to the castle, £2 to NCWC

Commercial: Church Tour	£6/head	£6/head	£4 to go to the church, £2 to NCWC
Coach Parking @ Lorry Park	FOC	FOC	FOC

Miscellaneous Charges

	Existing	Proposed 2018-19	
After Dinner speaking	<p>£70 for Newark and Sherwood District</p> <p>£90 for Nottinghamshire/ equivalent area</p> <p>Any further distance = on consideration</p>	£150 plus travel expenses	Original rate set to raise awareness of NCWC in opening year. Benchmarked against other history experts/speakers.
Room Hire	<p>All ex VAT</p> <p>AV Equipment included (projector, screen and lectern).</p> <p>There is an element of flexibility built into the fees and charges for all hires allowing discretion to offer a further reduction to community groups at a time when the space would not otherwise be in use, but mindful that our costs and a profit must be covered.</p> <p>Discounts may also be offered for multi-space bookings in order to develop bespoke, commercial package hires, eg for large scale conferences that also include the theatre auditorium.</p>		<p>All ex VAT</p> <p>AV Equipment included (projector, screen and lectern).</p> <p>There is an element of flexibility built into the fees and charges for all hires allowing discretion to offer a further reduction to community groups at a time when the space would not otherwise be in use, but mindful that our costs and a profit must be covered.</p> <p>Discounts may also be offered for multi-space bookings in order to develop bespoke, commercial package hires, eg for large scale conferences that also include the theatre auditorium.</p>
Community Space	<p>Educational/Training/Meeting: £20/hr <i>unless it strictly conforms to and progresses our Learning and Participation plans, then it will be discussed.</i></p> <p>Party/staffing intensive operation: £35 – 50/hr</p>	<p>Educational/ Training/Meeting: From £20/hr</p> <p>Event Rate: £35 - £50/hr</p>	Costs dependent on whether booking is inside or outside of normal operating hours, and whether the pre-meeting set up, including number of client meetings, is extensive/labour intensive or involves additional staffing.

Byron Room	Educational/Training/Meeting: <i>unless it strictly conforms to and progresses our Learning and Participation plans, then it will be discussed.</i> Party/staffing intensive operation:	Educational/ Training/Meeting: From £20/hr Event Rate: £35 - £50/hr	Costs dependent on whether booking is inside or outside of normal operating hours, and whether the pre-meeting set up, including number of client meetings, is extensive/labour intensive or involves additional staffing.
	Workshop (VAT exempt if completely self-serviced by hirer) £15.50	£15.50 - £25	
	Tudor Hall Major Event: £1,000 Charity Rate: £795 Meeting: £375	Hourly rate: £85, max 4 hr hire Day rate for meetings: £395 Event rate: £795 - £1,200	New proposed structure to ensure ability to remain competitive and create a bespoke hire dependent on the client's needs, whether booking is inside or outside of normal operating hours, and whether the pre-meeting set up, including number of client meetings, is extensive/labour intensive or involves additional staffing
	Hire a costumed performer £100/evening	£100/evening	

THE RESOURCE CENTRE & COLLECTIONS			
Hire Location	Existing Charge	Additional Information	Proposed 2018-19
Out of Hours – Guided tours	Out of hours £80 plus VAT plus £1.00 (£0.83 net) per person	Charges do not include refreshments. Tea, Coffee, biscuits – £1 per person Occupancy : Max. 25 people	No longer offered.
In Hours – Guided tours	During working hours £60 plus VAT	Occupancy : Max. 25 people	£6/head, minimum 15, max 25
Workshops	Price by request	To be paid in advance when booking	Price by request
Photocopying	£1 A4 £1.50 A3		No change (very rarely requested)
Scan Orders	£5.50 £6.50 £9.00	This price includes VAT. Postage is extra.	No change (very rarely requested)
Microfiche Copies	£5.00 plus £2.00 admin(very rarely requested)	£5.00 plus £2.00 admin(very rarely requested)	No change(very rarely requested)
Own Camera	£5.00 – reflects time processing charges	It is possible for researchers to use their own camera to take photos of documents and objects. Copyright limitations apply.	No change(very rarely requested)
Digital reprographics (on plain paper, glossy photo paper, CD or by e mail attachment – please specify	£10.00 – reflects time processing charges	Museum staff can take photos of documents or objects for visitors. Please note this service may not be available same day – orders will be processed ASAP. Copyright limitations apply.	No change (very rarely requested)

<p>Publication</p>	<p>Commercial Organisations (Newspapers, Journals, magazines, TV, etc.) £100.00 per image</p> <p>Local Authority/Vol. /Charitable Organisations £20.00 per image</p> <p>Corporate Products (annual reports, TV) £100.00 per image</p> <p>Commercial products (cards, calendars, jigsaws etc.) £150.00 per image</p>	<p>There will be no charge for visitors taking photographs on the museum premises, so long as the images produced are for their own personal use and not intended for publication.</p> <p>Cost per image is based on <u>one</u> use only. Two uses will attract two charges per image. Three uses will attract three charges per image. For example, one use is display, two uses is display and publication (book), three uses is display, publication (book) and leaflet.</p>	<p>No change</p>
<p>Long Term Archaeological Storage at Museum Resource Centre</p>		<p>£160 per box - Cost is based on English Heritage Calculations. One off fees.</p>	<p>£160 per box - Cost is based on English Heritage Calculations. One off fees.</p>

Learning Charges			
Other Income	Charge	Additional Information	Proposed 2018-19 including VAT
Loans Box Fines	£15	Late return of boxes	£16
Out of District Schools Travel Expenses	Price by request – It is not intended to promote outreach for schools for our first three academic years in order to concentrate visitor volume and income at the Centre. We will consider outreach for schools on a case by case basis and price accordingly.	Flat fee	As previously stated.
Discovery box – Cost per hire	£10 per box for two weeks	Loan period is 2 weeks – fines for late returns	£15 per box for two weeks
Education programme @ NCWC	<p>KS1 – KS5 students.</p> <p>£3.50 per head – Half day (2 – 2.5 hr) visit – one facilitated activity, one self-led activity</p> <p>£4.95 per head – Full day visit – one facilitated activity, two self-led activities.</p> <p>£5.95 per head – Full day visit – two facilitated activities, one self-led activity.</p> <p>New pricing for University/FE students to reflect bespoke nature of events and level of expertise required.</p> <p>£5.00 per head for half day visit</p> <p>£7.00 per head for full day visit</p>	To be paid on day of visit by cash/cheque/card or by invoice	<p>Option to build bespoke package on request, price according to resource allocation and timescales.</p> <p>KS1 – KS3 students £4 per head – Half day (2 – 2.5 hr) visit</p> <p>£6.50 per head – Full day visit</p> <p>KS 5, FE and HE £7 per head full day visit, £6 half day</p>

LAND CHARGES – ECONOMIC DEVELOPMENT COMMITTEE

Type of Search	Relevant Act or Order	2017-18 Existing	2018-19 Proposed 3% increase
LLC1	Local Land Charges Act 1975	£26 (Note: cannot charge VAT on this search)	£26 (Note: cannot charge VAT on this search) No change in fee
Con29 Residential	Local Land Charges Act 1975	£72.75 plus VAT The above figure includes Charge from Via East Midlands of £26 plus VAT	£75.00 plus VAT Please note, proposed increase does not include any possible increase from Via, therefore the proposed figure may change upon receipt of confirmation and will be amended accordingly. Total including VAT £90.00
Con29 Commercial NCC will have input	Local Land Charges Act 1975	£98.75 plus VAT The above figure includes Charge from Via East Midlands of £26 plus VAT	£101.67 plus VAT Please note, proposed increase does not include any possible increase from Via, therefore the proposed figure may change upon receipt of confirmation and will be amended accordingly. Total including VAT £122.00
Optional Question Q22.1(common land/commons green) & 22.2 (obtaining register and inspecting it)	Local Land Charges Act 1975	£34.92 plus VAT The above figure includes Charge from Nottinghamshire County Council of £30	£35.83 plus VAT Please note, proposed increase does not include any possible increase from Nottinghamshire County Council, therefore the proposed figure may change upon receipt of confirmation and will be amended accordingly. Total including VAT £43.00
Optional Questions Remainder NSDC only deal with questions which relate to us. All other questions are answered by NSDC	Local Land Charges Act 1975	£10.71 plus VAT	£10.83 plus VAT Total including VAT £13.00
Written Enquiries	Local Land Charges Act 1975	£17.83 plus VAT	£18.33 plus VAT Total including VAT £22.00
Additional Parcels	Local Land Charges Act 1975	£16.00	£16.50 <i>Additional parcels – No guidance available to customer, however advice provided is on the principle that if parcels are separated by a road, river or parcel land then they would be classed as additional parcels.</i>

Personal Search	Local Land Charges Act 1975	NIL	NIL
Light Obstruction Notice – Registration Fee for putting on local land charge	Rights of Light Act 1959	£70.50 plus VAT	£71.25 plus VAT Total including VAT £85.50
Expedited Search – Quick return search (3 day turnaround)	Local Land Charges Act 1975	£17.50 plus VAT Can add VAT for Con 29 element	£17.92 plus VAT Total including VAT £21.50

CON29 Individual requests	Residential plus VAT	Increase 3%	Increase plus VAT	Commercial plus VAT	Increase 3% (rounded up)	Increase plus VAT £
1.1 a-i	14.50	15.00	18.00	24.20	25.00	30.00
1.1 j-l	10.00	10.42	12.50	16.10	16.67	20.00
1.2	6.90	7.08	8.50	6.90	7.08	8.50
3.1	1.60	1.67	2.00	2.15	2.25	2.70
3.3	2.90	3.00	3.60	4.50	4.67	5.60
3.7	2.90	3.00	3.60	4.50	4.67	5.60
3.8	1.60	1.67	2.00	2.15	2.25	2.70
3.9	1.60	1.67	2.00	2.15	2.25	2.70
3.10	8.60	8.75	10.50	8.60	8.75	10.50
3.11	1.60	1.67	2.00	2.15	2.25	2.70
3.12	4.40	4.58	5.50	6.40	6.67	8.00
3.13	2.90	3.00	3.60	4.50	4.67	5.60
3.14	2.90	3.00	3.60	4.50	4.67	5.60
3.15	5.20	5.42	6.50	5.20	5.42	6.50

Type of Search	LLC1	Full search Residential	Full search Commercial	Con29 Residential	Con29 Commercial	Con290 Optional Questions	Q22 (Con290)	Expedited Search	Additional Parcel (per individual parcel)
Proposed fee for 2018-19 (£) includes VAT if applicable	26.00	116.00	148.00	90.00	122.00	13.00	43.00	21.50	16.50
Bassetlaw District Council	26.00	122.00	122.00	96.00	96.00	18.00	38.40		25.20
Mansfield District Council	30.69	127.10	157.44	90.28	120.61	19.10	36.72		19.10
Ashfield District Council	25.00	98.00	98.00	73.00	73.00	15.00 each or Q6 & Q7 £3.50 and all other questions £7.50	35.00		15.00
Broxtowe District Council	33.00	105.00	105.00	72.00	72.00	£10.00 per question	35.00		5.00(LLC1 only) and 12.00 (LLC1 and Con29)

Gedling Borough Council (fees increased as shown)	6.20 (post) 4.10 (electronic)			135.00 (post) 116.40 (electronic)	135.00 (post) 116.40 (electronic)	12.00 per question	36.00		1.20(LLC1 only) and 18.00 (Con29)
Rushcliffe Borough Council	35.00	108.00	108.00	73.00	73.00	15.00 per question	30.00		15.00
West Lindsey District Council	19.50	119.58	117.74	117.74	117.74	13.20 (admin) and £18.48			17.66, after £16.56
North Kesteven District Council	20.40	91.73 or 63.42 if on account	91.73 or 63.42 if on account	71.33 or 63.42 if on account	71.33 or 63.42 if on account	Various costs: £4.00 to £9.58 dependant on question		26.25 additional fee	14.45

Note: Fees for other Local Authorities are correct as published online at September 2017 and therefore may not represent actual/proposed figures for 2018/19.

PARKS & AMENITIES FEES & CHARGES – ECONOMIC DEVELOPMENT COMMITTEE

Facility	Purpose		2017/2018	2018/2019 Proposed	
Parks & Playing Fields	Football Season (13 matches or more)	Seniors	£500	£500	
		Juniors	£270	£280	
		Mini Soccer	£143	£150	
	Football Pitch (per match)	Seniors	£49	£49	
		Juniors	£29	£30	
		Mini Soccer	£17	£18	
	Hire of Park – commercial use		£410 per day or 5% of ticket sales	£500 per day or 5% of ticket sales	
	Hire of Park – charities		£97 but waived at the discretion of CMT	£100 but waived at the discretion of CMT	
	Circuses		£347 per day	£360 per day	
	Fun Fairs	Large Fair		£337 per day	£350 per day
		Small Fair		£255 per day	£265 per day
	Sponsorship	Bedding Displays		£730pa	£750pa
Outdoor Fitness Camps			£6.30 per session	£6.50 per session	
Newark Castle & Gardens	Guided Tours	Adult	£5.50	£5.50	
		Child	£2.75	£2.75	
		Family	£13.50	£13.50	
		Ghost Tour – commercial hire	£410 per event	£420 per event	
	Hire of Gardens – charity		£97 but waived at the discretion of CMT	£100 but waived at the discretion of CMT	
	Hire of Gardens – commercial		£410 per day or 5% of ticket sales	£500 per day or 5% of ticket sales	
	Hire of Gardens for weddings	Bandstand	£360	£370	
		Undercroft	£360	£370	
	Education programme	Half day visit	£2.95 per head	£3.00 per head	
		Full day visit	£4.15 per head	£4.25 per head	
	Use of Castle for commercial photography/filming		£30 per hour	£30 per hour	
Use of Castle Gardens for wedding photographs – professional photographers only		£20 flat fee	£20 flat fee		
Lincoln Road Pavilion	Hire of Pavilion		£9.20 per hour	£9.50 per hour	

STREET NAMING & NUMBERING CHARGES

The following fee schedule is relevant to developers, and people requesting the following, to cover amendments to approved street naming schemes and the notification of changes for:

- Amendments to any approved naming schemes that have to be altered due to the developer making amendments. The charge is issued to developers and is applied for alterations received **after** the approved scheme has been issued;
- House owners that wish to name, or alter the name, of their house; and
- Renaming and/or renumbering of an existing street

Proposed Fee Schedule:

Service	Existing Charge 2017/18	Proposed Charge 2018/19 – 3% increase (rounded to the nearest 50p)
Adding or amending a name or re-numbering an existing individual property, including notification to external organisations	£25.50	£26.50 £1.00 increase
Amendment to approved/existing naming and numbering scheme due to change in plot numbers, or plot positions, including notification	£76.50 admin fee plus £25.50 per plot* requiring renumbering/naming	£79.00 admin fee plus £26.50 per plot* requiring renumbering/naming £2.20 increase – admin fee £1.00 per plot increase
Amendment to approved naming and numbering scheme due to change in approved street name (after consultation)	£76.50 admin fee plus £25.50 per property for up to 10 properties £76.50 admin fee plus £25.50 per property for first 10 properties, then £10.20 for every additional property thereafter	£79.00 admin fee plus £26.50 per property for up to 10 properties £79.00 admin fee plus £26.50 per property for first 10 properties, then £10.50 for every additional property thereafter £2.50 increase – admin fee £1.00 per plot increase 30p increase – additional property
Rename or numbering of street where requested by Parish Council and/or residents including notification	£76.50 admin fee plus £25.50 per property for up to 10 properties affected by change £76.50 admin fee plus £25.50 per property for first 10 properties, then £10.20 for every additional property thereafter affected by change	£79.00 admin fee plus £26.50 per property for up to 10 properties affected by change £79.00 admin fee plus £26.50 per property for first 10 properties, then £10.50 for every additional property thereafter affected by change £2.50 increase – admin fee £1.00 per plot increase 30p increase – additional property

Please note: VAT is NOT applicable to charges made in respect of naming and numbering.

*Includes naming of a building and all affected properties (e.g. block of flats)

Terms and Conditions:

- 1. All requests must be completed on the appropriate form which is available on our website or from Customer Services.*
- 2. All fees must be paid prior to notification being sent.*
- 3. Should the requestor only wish to be issued with new street names and numbers, this service is provided free of charge.*
- 4. Postal codes remain the responsibility of Royal Mail.*
- 5. Newark and Sherwood District Council can only issue street naming and numbering schemes contained within the district boundary.*
- 6. All street naming and numbering schemes will be issued in accordance with Newark and Sherwood District Councils street naming and numbering policy.*
- 7. Any queries or complaints should be directed through the corporate compliments, comments and complaints procedure.*

PLANNING FEES & CHARGES – ECONOMIC DEVELOPMENT COMMITTEE

Development Category	Previous charge	Proposed charge
<p>DO I NEED PLANNING PERMISSION REQUESTS EXEMPTION 1 – DOMESTIC DWELLINGS/ HOUSEHOLDER ENQUIRIES To obtain a view from the Authority as to whether planning permission is required for an extension to a dwelling or the erection of a building or structure within the garden area (this could include but not be exclusive of a detached garage, erection of fencing, erection of decking, etc.)</p>	<p>Fixed Charge of £57 This would cover one letter £47.50+VAT</p>	<p>Fixed Charge of £50+VAT = £60</p>
<p>EXEMPTION 2 – COMMERCIAL ENQUIRIES To obtain a view from the Authority as to whether planning permission is required for a development proposal (which could include an extension, alteration to an elevation, change in levels) or a change of use</p>	<p>Fixed Charge of £57 This would cover one letter £47.50+VAT</p>	<p>£50+VAT £60</p>
<p>PRE-APPLICATION ADVICE ON A DEVELOPMENT PROPOSAL New floor-space or change of use of 10,000 square metres or more or where the site area is 2 hectares or more. Development subject to an Environmental Impact Assessment (EIA).</p>	<p>Fixed charge of £1,380 (£1,150+VAT). This would cover a site visit, up to 3 no. 1 hour meetings) with the case officer and one letter. Schemes requiring a larger Officer input to be agreed on a bespoke basis by the Business Manager, Growth and Development</p>	<p>£1200+VAT £1440</p>
<p>CATEGORY A – LARGE SCALE MAJOR DEVELOPMENT Residential development of 100 or more dwellings or where the site area is 4 hectares or more.</p>	<p>£1,680 (£1,400+VAT)</p>	<p>£1500+VAT £1800</p>
<p>CATEGORY B – SMALL SCALE MAJOR DEVELOPMENT Residential development of between 10 and 99 dwellings (inclusive) dwellings or where the site area is 0.5 hectares up to less than 4 hectares</p>	<p>£900 (£750+VAT)</p>	<p>£800+VAT £960</p>
<p>CATEGORY C – SMALL SCALE OTHER DEVELOPMENT Examples include: Residential development of between 2 and 9 dwellings or where the site area is below 0.5 hectares.</p>	<p>£498 (£415+VAT)</p>	<p>£450+VAT £540</p>

<p>CATEGORY D – ALL OTHER DEVELOPMENT AND CONSENTS NOT WITHIN CATEGORIES A TO C BUT EXCLUDING HOUSEHOLDER DEVELOPMENT</p> <p>Examples include: 1 new dwelling. New floor space or change of use of less than 300 sqm Advert Consent.</p>	<p>£192 (£160+VAT)</p>	<p>No change</p>
<p>CATEGORY E – WIND TURBINES</p>	<p>£1,200 (£1,000+VAT)</p>	<p>No change</p>
<p>CATEGORY F – HOUSE HOLDER APPLICATIONS works to a house or within its garden. (NB. a fee DOES NOT apply to Listed Buildings in domestic use, for maintenance and repair advice (unless part of a redevelopment proposal – see pre-app categories above), or if the building represents heritage at risk (e.g. if on a risk register and/or in a Conservation Area at risk)</p>	<p>£57 (£47.50+VAT) unless an exemption has advised that planning permissions required. In which case advice on likely acceptability can be obtained for £24 (£20+VAT).</p>	<p>£50+VAT £60</p>
<p>CATEGORY G – REQUESTS FOR CONFIRMATION OF COMPLIANCE WITH S106 AGREEMENTS</p> <p>Where a request is made for confirmation of compliance with a legal agreement associated with a planning permission, whether it be through submission of details to comply or for subsequent requests to confirm requirements have been met.</p>	<p>No previous charge</p>	<p>£81 + VAT £97</p>
<p>CATEGORY H – ADVICE WHICH IS NOT COVERED BY ANY OF THE ABOVE CATEGORIES</p>	<p>No previous charge</p>	<p>A bespoke fee will be agreed in advance based on the likely time taken and the level of experience of the Officer required to provide any such advice.</p>

In instances where a development proposal may fall within 2 no. categories, for example it may also require an associated Listed Building Consent, the higher fee is payable as opposed to an aggregated payment.

Where it is requested and agreed that a Senior Manager also attends a meeting with the case officer, an additional charge, based on an hourly rate, may be payable.

Where follow-up advice is required an hourly rate will be charged, which shall firstly be agreed by and paid to the Local Planning Authority.

TERMS AND CONDITIONS

All of the above charges are inclusive of VAT.

Standard fees plus VAT must be paid on submission of the request for advice.

Payments can be made online at www.newark-sherwooddc.gov.uk/pay/ or over the phone by telephoning 01636 650000.

SERVICE STANDARDS AND SUBMISSION REQUIREMENTS

Exemptions (Do I need Planning Permission Requests)

Prospective applicants seeking advice as to whether planning permission is required for either a house extension or household development in a garden are required to complete an Exemption Form 1. Those seeking guidance for commercial proposals in terms of establishing whether planning permission is required should complete an Exemption Form 2. Both forms are available on our website www.newark-sherwooddc.gov.uk/planning/pre-applicationadvice/ and at Castle House. This form sets out the information that is expected from prospective applicants in order for the request to be valid.

All Exemption requests will be responded to wherever possible within 21 days. You will receive acknowledgement of your request for the advice within 1 week of a valid request, unless you are informed otherwise. The Council will advise you if your request is invalid, explaining the reasons why and allowing you time to submit any missing information. Please note that in circumstances where any missing information is not received within 4 weeks of the original submission, the fee will be returned but £25 will be deducted for administration costs.

Pre Application Advice

Prospective applicants seeking exemption or pre-application advice are required to complete either an 'Exemption' or a 'Request for Pre-application Advice' form which is available on our website www.newark-sherwooddc.gov.uk/planning/pre-applicationadvice/ and at our reception at Castle House. This form sets out the information that is expected from prospective applicants in order for the request to be valid.

Within 1 week of receiving a request for pre-application advice, the service will contact you to confirm:

- that your request for advice has been received;
- that the fee, if submitted with the form, is correct or if a fee has not been submitted with the form, what the fee is;
- any additional information that is required before pre-application advice is offered; and the name of the planning case officer who will be providing the advice.

Where a fee has been submitted for advice without all other necessary information and the additional information is not received within 4 weeks of the original submission, the fee will be returned but £25 will be deducted for administration costs.

The target date for responding to a valid request will be 5 weeks, although this cannot always be guaranteed for more complex schemes.

The case officer will:

- Research the history of the site;
- Undertake an unaccompanied site visit (sometimes we may ask you or a representative to attend to gain access and to fact find);
- Consult with key statutory and non-statutory consultees where applicable;
- Identify and assess the prospective application against Council policies and standards;
- Arrange to attend a meeting with the prospective applicant (normally at the Council Offices) where applicable. Where specialist advice is requested at a meeting, the necessary officers will attend subject to availability.
- Provide a detailed written response in the context of the plans/information provided and meeting discussions which will include a list of supporting documents that would need to be submitted with any application to ensure that it is valid on receipt, a list of possible conditions that could be attached to any similar proposal if submitted (providing that the proposal would not be unacceptable), and details of any responses received from statutory and other consultees through the pre-application process.

Where follow up advice is sought, this must be made in writing and must include the original planning reference given by the Council and clear details of the additional advice being requested. Any such requests will be acknowledged in writing within 1 week and will include an estimate of the cost for the additional advice. If you then wish to proceed, the fee must be paid in full prior to any advice being issued.

QUALIFICATION

Any views or opinions expressed are in good faith, without prejudice to the formal consideration of any planning application, which will be subject to public consultation (which will include the relevant Town or Parish Council) and ultimately decided by the Council.

It should be noted that subsequent alterations to legislation or local, regional and national policies might affect the advice given.

Caution should be exercised in respect of pre-application advice for schemes that are not submitted within a short time of the Council's advice letter.

PROCESSING OF SUBSEQUENT PLANNING APPLICATIONS

The planning service will seek to process applications within the DCLG prescribed timescale. However, applications submitted following pre-application advice may take less time to determine. Applications that have been submitted in the absence of any pre-application discussions are likely to be refused without further negotiation where significant amendments are required to make the development acceptable.

CONTACT US

If you have any queries regarding the pre-application advice service please visit our website <http://www.newark-sherwooddc.gov.uk/planning/pre-applicationadvice/> or contact us using planning@nsdc.info or telephone 01636 650000.

CAR PARKS FEES AND CHARGES – ECONOMIC DEVELOPMENT COMMITTEE

NEWARK CAR PARKS	2017-18		2018 – 19	
			Proposed	
INNER TOWN	30 min	£0.50	30 min	£0.50
London Road	1 hour	£1.00	1 hour	£1.00
Balderton Gate	2 hours	£1.50	2 hours	£1.50
Town Wharf	2-3 hours	£2.50	2-3 hours	£2.50
Appletongate	3-4 hours	£4.50	3-4 hours	£4.50
	Over 4 hours	£7.50	Over 4 hours	£7.50
	After 6pm (Evening Charge)	£1.00	After 6pm (Evening Charge)	£1.00
OUTER TOWN				
Riverside (former Tolney Lane)	1 hour	£1.00	1 hour	£1.00
Riverside Arena	2 hours	£1.50	2 hours	£1.50
Livestock Market	2-4 hours	£2.00	2-4 hours	£2.00
	4-5 hours	£2.50	4-5 hours	£2.50
	5 hours and above	£3.00	5 hours and above	£3.00
			After 6pm (Evening Charge)	£1.00
Dedicated Motorcycle Bay Newark: London Road Balderton Gate, Town Wharf Appletongate Riverside (former Tolney Lane) Riverside Arena Livestock Market	<p>Motorcycles parking in general bays must purchase and place in the provided facility a pay and display ticket in accordance with the tariffs displayed at each car park. Motorcycles parking in general bays without following this requirement shall be liable to a Penalty Charge Notice.</p> <p>Motorcycles parked in the dedicated motorcycle bay or area will be able to park free but use of these dedicated bays and areas is limited to 8 hours in any 24hr period.</p>			

LORRY PARKING		
Lorry Parking – Fixed Charge	£14.50	£14.50
Lorry Parking (with meal voucher)	£17.50	£17.50
SEASON TICKETS		
INNER TOWN (Newark)	£84.00	£84.00
(limited issue)	£193	£193.00
	£700 *	£700.00
	£47.00 per month	£47.00 per month ?
	£123 per quarter	£123 per quarter ?
	£450 per year (7 days per week)*	£450 per year (7 days per week)*
	£350 per year (Monday to Friday only)	£350 per year (Monday to Friday only)
CONTRACT CAR PARK RATES		
The Palace/Barmby Gate	£208 per quarter	£208.00
	£800 per annum	£800.00
CONTRACT CAR PARK RATES		
Pelham Street	£500 per annum	£500.00
Cashless parking is available at all Newark Car Parks with transaction costs to be paid to the transaction provider by customer.		

- *Where businesses/their employees buy more than 1 season ticket a 10% discount in annual cost will apply
- Where businesses/their employees buy, more than 1 contract car parking permit in any year, a 10% discount in annual cost will apply.
- The Business Manager responsible for car parking and markets shall have the discretion, subject to confirmation by the Section 151 Officer, to negotiate and agree a discounted parking charge for multiple lorry parking by the same haulier.
- Event parking fee at any Council Car or Lorry Park shall be £5

NATIONAL CIVIL WAR CENTRE – NEWARK MUSEUM – PROCESS TO MAINTAIN NATIONALLY STYLED ARTS COUNCIL ENGLAND ACCREDITATION

1.0 Purpose of Report

- 1.1 To inform Members of the process and policies to maintain official Arts Council England (ACE) nationally styled accreditation for the National Civil War Centre – Newark Museum (NCWC).
- 1.2 To provide Members with broad understanding of the expected scope of the NCWC by the official accreditation body.

2.0 Background Information

- 2.1 National Civil War Centre – Newark Museum was awarded nationally styled accreditation on 29 November 2017. The award of nationally styled accreditation recognises our remit as a national centre and acknowledges that our practices reflect the working practices of an organisation of national status.
- 2.2 The official accreditation of Museums is undertaken by ACE. Accreditation exists to give the public, donors, trusts and all who come in contact with the Museum the confidence that the body is properly constituted, well managed and will serve the best interests of the community and collection.
- 2.3 There are three types of accreditation available to museums: standard, nationally styled and national. National accreditation is only available to national museums centrally funded by the Department of Culture, Media & Sport (DCMS)
- 2.4 Nationally styled accreditation is a higher award than standard accreditation and demands that we frequently refresh our policies and procedures to reflect best practice in order to maintain the award.
- 2.5 Nationally styled accreditation expects the National Civil War Centre - Newark Museum to develop and grow its national content and remit. To support this requirement new additional permanent exhibitions will be installed on the first floor in 2018 under the working title of *The World Turned Upside Down*.
- 2.6 Accreditation is a minimum benchmark for grant giving bodies such as Heritage Lottery Fund, Wolfson Foundation, ACE, Museums Development East Midlands, East Midlands Museum Service and professional bodies such as the Museums' Association and Association of Independent Museums. Without accreditation NCWC would not have access to any external funding.
- 2.7 Accreditation is a minimum requirement for other Museums to loan material to the NCWC. Existing loans from the Royal Armouries, Museum of London, Science Museum, Shakespeare's Birthplace Trust, Army Medical Services Museum and University of Leicester Library Special Collections are only possible by NCWC holding accreditation.

3.0 Proposals

3.1 The attached policies are reviewed by Economic Development Committee and any questions or observations raised with the Assistant Business Manager – Heritage, Culture & Visitors;

National Civil War Centre – Newark Museum – Forward Plan 2017 – 2020 (**Appendix One**)
Collections Development Policy (**Appendix Two**)
Access Policy (**Appendix Three**)

4.0 Equalities Implications

4.1 The policies underpinning the work of the National Civil War Centre – Newark Museum have maximising equal access at their heart. All public areas enjoy physical access, interpretation has many levels to ensure intellectual access and visual impaired guides are in development for the permanent galleries. The work to expand the scope of volunteers' roles, to have a 'Young Curators Group' and to continue to work with existing community groups demonstrate the Museum Service's commitment to Equalities.

5.0 Impact on Budget/Policy Framework

5.1 Expenditure to support activities towards maintaining nationally styled accreditation will be maintained within existing budgets.

5.2 Nationally styled accreditation opens up further opportunities to access grant funding to support the operation of the NCWC.

6.0 RECOMMENDATIONS that:

(a) the following policies are approved by Committee:

- (i) National Civil War Centre – Newark Museum – Forward Plan 2016 – 2020;**
- (ii) Collections Development Policy; and**
- (iii) Access Policy**

(b) the Committee agrees to review any future name change of the National Civil War Centre - Newark Museum at an appropriate time in conjunction with the Destination Management Plan and to suitably reflect the purpose and vision of the centre.

Reason for Recommendations

To ensure the long term future of the National Civil War Centre – Newark Museum, its proper management, its access to grant funding, object loans and training opportunities.

Background Papers - Nil

For further information please contact Carol King on Ext 5257

Matthew Finch
Director - Customers

NATIONAL CIVIL WAR CENTRE -
NEWARK MUSEUM

FORWARD PLAN 2016 – 2020

Amended August 2017

Approved by Newark & Sherwood District Council

Date: 1 June 2016

Review Date: 1 June 2018

1.0 Museum's Statement of Purpose

The National Civil War Centre - Newark Museum has a dual purpose. The National Civil War Centre will provide a national focus on the key events of the British Civil Wars of the 17th century and their consequences for the nation and the wider world. The Newark Museum aims to tell the story of the district of Newark and its residents.

Our vision is that the National Civil War Centre - Newark Museum becomes fundamental to the identity of the nation and local residents by providing unique and inspiring cultural heritage experiences for all.

2.0 Review of Previous Forward Plan

As Millgate Museum closed in October 2012 many of the aims and objectives in the previous plan were linked to the site. See Appendix 2 for the status of the aims and objectives.

3.0 Current Situation

The National Civil War Centre - Newark Museum is a local authority managed museum with baseline funding coming from Newark & Sherwood District Council.

3.1 There has been a museum service in Newark since 1912. Other significant dates are:

- 1912 – 1974 Museum run by Newark Borough Council.
- 1974 Museum comes under the auspices of Newark District Council (now Newark and Sherwood District Council (NSDC)).
- 1977 Millgate Museum opened.
- 1994 Gilstrap Centre opened.
- 2004 Newark Museum closed, leaving Millgate Museum and the Gilstrap Centre.
- 2006 Resource Centre opened.
- 2012 HLF funding for development of National Civil War Centre - Newark Museum received.
- 2012 Newark Millgate Museum closed.
- 2013 Gilstrap Centre closed.
- May 2015 Opening of the new National Civil War Centre –Newark Museum
- March 2016 Integration of the Palace Theatre and National Civil War Centre – Newark Museum. Opening of new Visitor Information Centre.
- Nov 2017 Nationally Styled Accreditation received

3.2 The museum collection comprises over 87,000 objects including civil war items, archaeology, archives, art, social history, costume, natural science, photographs and local studies which are stored in the Resource Centre.

- 3.3 The Resource Centre is located in a purpose-built building on the District Council's Depot site. It was built in 2005 and opened to the public in January 2006. It houses the collection and a study room.
- 3.4 Newark Millgate Museum closed in 2012 with all efforts being re-directed into the National Civil War Centre - Newark Museum following a successful Heritage Lottery Fund (HLF) bid and the award of £3.5million towards its' development.. The new National Civil War Centre – Newark Museum opened to the public in May 2015.
- 3.5 17,000 objects were moved between Newark Millgate Museum and the Resource Centre with the assistance of volunteers who helped pack, unpack and update locations on MODES, the museum data base. This was achieved ahead of time and within budget.
- 3.6 Following the relocation of objects from Newark Millgate Museum, Newark and Sherwood Museum Service took the opportunity to assess and rationalise the collection to re-profile their scope and nature, so they would better reflect the aims of the service. This was undertaken in line with SPECTRUM guidelines and the Museums Association Disposal Toolkit. Many of the larger industrial and agricultural items were found new homes, with over 50% of the total objects being disposed of going to accredited museums. Those objects which could not be found a home were auctioned, with all proceeds being allocated to future object purchases to further enhance the 17th Century/Civil War collection.
- 3.7 As part of the move towards the National Civil War Centre - Newark Museum a staff re-structure was undertaken from April 2013 to meet the challenges of the new museum. All the key appointments were in place for the opening of the new Museum, and the job descriptions and roles have been amended to reflect the change in service direction. Members of the museum team play active roles within the local museum community with a member of museum staff being an active member of the Regional Emergency Disaster Squad whilst another member of staff is the Chair of the Nottinghamshire Heritage Forum. The Museum Service now has potential to shape regional direction and policies. A further restructure was undertaken in 2015 in advance of the merger with the Palace Theatre. This happened both physically with both buildings being joined, which created a new Visitor Information Centre and an all-day café. The staff structure was amended to reflect this new operating system; however the museum staffing structure and skills were maintained within this new way of operating.
- 3.8 Following the award of HLF funding, staff worked towards the interpretation, participation and learning requirements of the new National Civil War Centre - Newark Museum. This involved consultation with academic and learning panels, which provided advice and support on the interpretation text and direction, and the learning offer. Learning sessions and the materials required to support them, including replica armour and costume, were procured and developed and are now currently in use at the new Museum. A programme of talks and tours continue to be undertaken to promote and publicise the new

museum including consultation with members of the public from across the region. The National Civil War Centre has also been widely publicised nationally via radio, television, newspapers and social media. Since opening we have staged three successful large Civil War re-enactment events, which have brought thousands of visitors into the town to see the Civil War heritage. Partnerships have been established with Naseby Battlefield Project, Worcester Battlefield Society, the Cromwell Museum, Cromwell's House and the Battlefields Trust to further the aims of the National Civil War Centre and to research and educate the public about this key event in our national story. Two members of staff are currently joint Chairmen of the Battlefields Trust East Midlands Region.

- 3.9 The service is proactive when it comes to volunteer recruitment. We aim to recruit and retain our volunteers and actively evolve the volunteer programme, working with local schools and colleges to create effective programmes which will be mutually beneficial. Some volunteers currently work on collections, learning and participation and the new museum site has doubled the amount of volunteering opportunities available, whilst expanding the roles they can undertake. The service is also looking to diversify the demographic nature of the volunteers to be truly reflective of the community. All volunteers receive an induction, appropriate training and support, along with ongoing evaluation meetings with a designated staff mentor.
- 3.10 Over the last five years we have developed a number of highly successful partnerships with other museums and organisations, sharing skills and best practice and inputting in to the museum sector by taking an active role in ground breaking projects. Examples of this include the People and Place and Talking Objects Projects undertaken in partnership with the British Museum and six other hub museums throughout the UK and working with difficult to reach young people, including those with learning difficulties. These have led to the service participating in national initiatives in a positive way and have built upon earlier successes with the Museummaker project which in turn has led to the museum service being more outward facing. This is demonstrated by the innovative Flying Objects Programme which consists of 8 cases which can be booked for a period of time and left in public spaces, such as libraries, banks etc. and house a selection of museum objects. This programme has allowed us to work with previously untapped audiences such as the business and finance community. The Talking Objects methodology has been used in the development of a Civil War Discovery Box which has assisted the training of volunteers at the new museum.
- 3.11 The Museum Service has also maintained its existing partnerships with local museum services of varying sizes such as Newark Town Hall Museum, Newark Heritage Barge, the National Holocaust Centre and Museum, Gainsborough Heritage Centre and Spalding Gentlemen's Society. The museum has also proactively sought to expand these partnerships by working with the National Trust to provide loans to the Newark and Nottinghamshire Agricultural Society, Hardwick Hall as well as sharing skills and expertise with the Southwell Workhouse.

3.12 Previously the Museum Service initiated successful partnerships within the academic sector, making new links with Sheffield, Leicester, Bradford and Nottingham Universities, with research into our Civil War collections being expanded via placement programmes. This level of academic engagement with the museums service and its' collections is something which we will be looking to expand further in the future. We have hosted Museum Studies students from the University of Leicester. We have also maintained relationships with Bishop Grosseteste University which has seen a group of international interns placed with us for six weeks per year over the last four years. We have a long term formal partnership with the University of Lincoln conservation course, which is mutually beneficial as students use our objects to work on at their department as part of their practical work, alongside placements with us to work on objects in situ. They have assisted with the forming of an Integrated Pest Management Plan, conducted condition checking and one of their graduates has become a long term volunteer working on conservation of the collection.

3.13 SWOT/PESTLE Analysis

SWOT stands for Strengths, Weaknesses, Opportunities and Threats. This is to identify the good and improvable aspects of the Museum Service, and any external threats.

Strengths	Weaknesses
HLF funding, support from senior management/NSDC Councillors.	Staffing structure lacks resilience to cope with illness or long term absence.
Support of the local community, business community, academic panel and other Civil War related sites across the country.	Elements of the documentation of the collections need improvement.
Newly renovated and fitted out museum with new exhibition spaces, cases, environmental monitoring and security systems.	Current lack of online availability of the collection.
Being the only centre dedicated to the British Civil Wars.	Lack of dynamism in the online presence.
A research facility, which we hope will become the 'go to' place for information regarding the Civil Wars.	Relatively low local population level.
Publicity across national and local press and media.	Different heritage sites within the Newark area (e.g. Museum, Queen's Sconce, Castle grounds) currently managed via different council departments
Experienced, qualified and committed staff, experienced in rationalisation and disposals.	

<p>Staff involved externally in regional museum and heritage organisations.</p> <p>Volunteers with wide ranging skills and experience.</p> <p>Breadth of collections including internationally and nationally significant objects, archives and art work.</p> <p>Resource Centre as a repository for the reserve collection is purpose built and environmentally controlled and recognised within the East Midlands as being best practice for other museums.</p> <p>Innovative and exciting programme of events, exhibitions and education activities.</p> <p>Recent changes to the National Curriculum focus education on the British Civil War period.</p>	
<p style="text-align: center;">Opportunities</p> <p>Attract new audiences both in person and via the online offer.</p> <p>Shape and lead education and learning about the Civil Wars locally and nationally led by the changes to the National Curriculum.</p> <p>Engage academics, students and members of the public in conference and debate around the Civil Wars and their effects today.</p> <p>Lead on comparisons between the British Civil Wars and contemporary civil wars today.</p> <p>Attract reciprocal loans with other heritage sites and museums, including national museums.</p> <p>Increase partnership working with other museums and universities.</p>	<p style="text-align: center;">Threats</p> <p>Uncertainty over the structure of local government in the future.</p> <p>Funding cuts to local government.</p> <p>Anticipated visitor figures not being met.</p> <p>Restricted available space in Resource Centre, in particular for archaeology deposits</p> <p>Turnover of volunteers / aging collections volunteers.</p> <p>Potential changes to National Curriculum.</p> <p>Changes to schools governance and funding on a national level. i.e. moves to Academies.</p> <p>Increasing costs of transport for both visitors and school groups.</p>

Collection needs to be refocused and strengthened to reflect the national Civil War identity.	
'Nationally Styled' accreditation	

4.0 **Consultation and Feedback**

4.1 As part of the promotion of the National Civil War Centre - Newark Museum an enthusiastic social media audience has been developed and continues to grow. A media campaign embracing local, regional and national T.V, radio and newspapers has led to consultation with a wide audience who have been supportive of the aims of the National Civil War Centre. An academic panel was created early in the development programme, consisting of experts on the Civil Wars, including published authors and university academics that advised and commented on the direction of the interpretation in the National Civil War Centre and the creation of a learning resource that can be available to researchers nationwide. The academics are all extremely enthusiastic that a National Civil War Centre be created as there is nowhere else nationwide that addresses this key element in the development of our nation. Consultations were also held with local groups such as Newark Archaeological and Local History Society (NALHS), Farndon Archaeological Research Institute (FARI), Newark Civic Trust, local schools, businesses and adult education groups. All embraced the concept of both the National Civil War Centre - Newark Museum and are extremely supportive. Local businesses see the benefit of an attraction on this scale which will have huge benefits to the local economy.

Year	Users Incl. Learning And Participation, Promotional Talks, Enquiries Discovery Boxes, Group Visits And Enquiries	Flying Objects User Numbers From 2013 Only	Social Media Twitter Followers From 2012	Internet Hits	Volunteer And Placement Hours
2010	11,225	0	0	24,592	1,623
2011	7,226	0	0	24,285	1,910
2012	5,576	0	390	15,763	2,132
2013	9,404	26,021	1,268	26,185	1,989
2014	10,200	28,752	3,652	28,354	3795
2015	24,681	17,823	5,456	24,225	4352
2016	31,000	17,985	6,800	112,846	9066

Table 1. Current Usage Statistics

5.0 Key Aims

- 5.1 We aim to retain 'Nationally Styled' Arts Council England (ACE) accreditation status for the National Civil War Centre and-Newark Museum.
- 5.2 We aim to continually engage new audiences with new and dynamic permanent and temporary exhibitions, learning programmes, re-enactments and conferences on both the Civil Wars nationally and the history of Newark and the surrounding area.
- 5.3 We aim to continue to add to the now established Civil War resource consisting of an archive of printed material relating to the Civil Wars and access to digital data. This is available to academic researchers and members of the public on an appointment basis. We aim to become the 'go to' place for information regarding the Civil Wars and be able to signpost other Civil War sites across the country and other sources of information.
- 5.4 We aim to continue to work closely with other Civil War sites, academics, universities and battlefield societies to establish a network that can mutually support each other in furthering the available knowledge and promoting interest and understanding of the Civil Wars.
- 5.5 We aim to continue to proactively support programmes to develop and publish original research on the British Civil Wars and their impact and relevance to the present day.
- 5.6 We aim to continue to improve the quality and re-balance the nature of the collections. The museum will proactively seek to collect nationally and internationally significant 17th Century and British Civil War artefacts and archives.
- 5.7 We aim to develop our working partnership with the Royal Armouries (Leeds) through joint conferences and study days, and a joint publication on Civil War arms and armour.
- 5.8 We aim to continue our partnership with the University of Lincoln Conservation Department and other conservators for mutual advantage, enabling students to work on museum objects, whilst enabling us to maintain a rolling programme of conservation of the collection.
- 5.9 We aim to continue to work closely with local history and archaeological groups to investigate and make public the history of Newark and the surrounding area.
- 5.10 We aim to continue to enable volunteers to be more actively involved in the museum offer and will strive to diversify the volunteer demographic.
- 5.11 We aim to create meaningful links to unify museum collections and learning programmes with other Civil War sites in the town.

- 5.12 We aim to develop, increase and diversify community engagement within the Museum and will look to increase our various community engagements via the formulation of Acquisition and Disposal Panels and Young Curators Groups to ensure the Museum reflects its community.
- 5.13 We aim to provide a sustainable service and to minimise the environmental impacts of our operations.

6.0 Objectives

6.1 Retaining Nationally Styled accreditation for the National Civil War Centre - Newark Museum.

6.2 Engaging new audiences.

- The objective is to engage current and new audiences through dynamic, challenging and exciting permanent and temporary exhibitions. Newark and the surrounding area played a key role in the British Civil Wars and the aim is to utilise the surviving earthworks, built heritage and the National Civil War Centre to tell this story through engaging, thought provoking and challenging permanent and temporary exhibitions involving our nationally and internationally important collection and key loans. A number of loans from national and other museums, including the Royal Armouries Leeds, Science Museum (Wellcome Collection), Shakespeare Birthplace Trust and Museum of London were arranged.. Building on the partnership established with the British Museum through the People & Place and Talking Objects projects, we established a series of spot loans in return for the loan of the Newark Torc, which was displayed at the British Museum and hosted part of a major touring exhibition in 2015. The exhibition explored Celtic art and was shown at the National Museum of Scotland and the British Museum. There are four temporary galleries in which we will develop a rolling programme of exhibitions which will include those based on elements of our collections, touring exhibitions from national museums such as the Victoria and Albert Museum. Our first temporary display was a commissioned exhibition by Magnum, a co-operative photographic agency, exploring contemporary Civil Wars. We are exploring opportunities to tour this exhibition both nationally and internationally. The second temporary exhibition was 'The Art of War', showcasing the Civil War art of Graham Turner, alongside related Civil War artefacts. The next temporary exhibition was entitled 'Battle Scarred' and focused on the medical and welfare care of the British Civil Wars in liaison with University of Leicester. After initially being displayed over four rooms it was condensed into two rooms to make room for our current temporary exhibition entitled Shifting Sands – Lawrence of Arabia and the Great Arab Revolt. This is the result of 10 years archaeological research in the Jordanian desert and we have been able to secure loans from the British Museum, Imperial War Museum, Bank of England Museum, Palestine Exploration Fund, Oxfordshire Museums and private lenders. We are working on plans to turn two of the temporary exhibition galleries into permanent galleries on the theme of 'A World Turned Upside Down',

which will look at the breadth of new ideas that came out of the Civil Wars in areas such as politics, religion, censorship, science etc.

- The objective is to continue to develop a comprehensive Civil War learning service with a range of programmes and activities for both formal and informal learners as well as a local history focused learning programme. The service will make use of the Museum's dedicated learning spaces as well as the galleries, local heritage and surviving earthworks to provide object focused, interactive and engaging learning sessions. We aim to be the leading service for curriculum focused heritage based Civil War learning. A series of Discovery Boxes already exist, which are being reviewed and redeveloped alongside the creation of new learning resources and activities. Several new learning programmes have already been created in conjunction with the learning panel. Additional information can be found in the Learning and Participation Plan.
- The objective is to establish a programme of re-enactments and conferences on the Civil Wars nationally. The first Civil War conference took place in 2015, titled Mortality, Care and Military Welfare during British Civil Wars. In 2017 the Battlefields Trust held its AGM and Conference here and the British Commission for Military History also held a Civil War related conference. Re-enactments have taken place involving the Sealed Knot and English Civil War Society, who staged a successful re-enactment to mark the opening of the new museum in 2015 and marked the 370th anniversary of Newark's surrender in 2016. This has now become an annual event with the title 'Pikes and Plunder'. We will engage members of the academic panel, other experts in this field or from related organisations, such as the Battlefields Trust, to present papers and be involved in the conferences. The intention is to publish papers presented during conferences either on line, as an annual publication or both. The publication of the papers from the initial conference will be published as a book later in 2017.

6.3 Establishing a Civil War resource.

- The objective is to continue to add to the Civil War resource consisting of an archive of printed material relating to the Civil Wars and access to digital data. We have catalogued the donation of two libraries of Civil War related books and documents as well as those belonging to NCWC. We have purchased a number of significant primary source books and documents including some of national significance. In addition we have negotiated access to the papers captured at the Battle of Naseby (1645) held by the Parliamentary Archives. These are available to researchers digitally and we anticipate building on this resource. The resources are available to academic researchers and members of the public on an appointment basis. We aim to become the 'go to' place for information regarding the Civil Wars and be able to signpost other Civil War sites across the country and other sources of information available to researchers.

6.4 Establishing a mutually supportive Civil War related network.

- The objective is to establish a mutually supportive Civil War related network consisting of other Civil War sites, academics, universities and battlefield societies to further the available knowledge and promote interest and understanding of the British Civil Wars. The academic panel have provided advice and guidance on the interpretation of the Civil Wars and continue to be actively and enthusiastically involved. We have established partnerships with Naseby Battlefield Project and the Battle of Worcester Society for mutual benefit and so that we can signpost each other. Two members of staff are currently joint Chairmen of the Battlefield Trust in the East Midlands and the National Civil War Centre has the backing and support of the Trust. We have existing partnerships with Sheffield and Leicester Universities and we are looking to formalise partnerships with other universities. The University of Leicester has recently received funding for a four year AHRC project entitled Welfare, Conflict and Memory, which will explore petitions across English counties. The results will be published on a website. This project will be conducted in conjunction with NCWC.

6.5 Publishing original research.

- The objective is to publish original research on the British Civil Wars and their impact and relevance to the present day. Students from Sheffield University have researched a number of topics related to the Civil War including the identity and careers of printers and publishers of tracts. This has brought to light the role of women in the publishing trade and may be the basis of further research in conjunction with the university. It is intended to publish their research either in a journal or digitally via our website. Articles have been published in *Battlefield*, the Battlefield Trust's quarterly magazine and further articles will be published. In conjunction with Dr. Andrew Hopper from the University of Leicester and Dr. Eric Gruber von Arni, guest curators of the 'Battle Scarred' exhibition, an exhibition catalogue has been published, which is available to visitors and a book based on the initial conference will be published later in 2017. NCWC has also entered into a partnership with Nick Lipscombe to produce a Civil War Atlas, which should be published in 2020.

6.6 Improving the nature and quality of the collection.

- The objective is to proactively seek to collect nationally and internationally significant 17th Century and British Civil War artefacts and archives. Whilst the collection includes nationally and internationally important Civil War related objects we recognise the need to significantly strengthen the collection. Recent acquisitions have included Civil War arms and armour, books, including a copy of *Eikon Basilike* which once belonged to Charles II library. Particular areas we will concentrate on include; domestic items, printed matter including propaganda and the spread of political theories and medical items.

- We will continue to collect items of significance to Newark and the surrounding area, including items related to the Treasure Act and other objects that will enhance the collection, enabling us to tell the story of the history of the area.
- The budget for acquisitions is £9500 and will continue to be held at this level to enable us to add to our collection. If necessary extra central funding can be requested for significant items. We have also been able to ask the Friends of NCWC to purchase objects on our behalf. In the past few years this has included the Warburton Seal and a medieval gold ring. This represents a serious commitment to refocusing and developing the collection. More information will be found in the Collections Management Plan.

6.7 Maintaining and improving relationship with conservators.

- The objective is to strengthen our long standing partnership with the University of Lincoln Conservation Department, which has been formalised. They have been working with us since 2002. In the past they have assisted in setting up an integrated pest management system at the Resource Centre, condition checking onsite, redesigning costume covers, packing and shipping objects from Newark Museum. They currently loan receive objects from the Resource Centre to work on at the university and have used these as their exam test pieces. This delivers mutual benefit as it enables students to work on museum objects, whilst enabling us to maintain a rolling programme of conservation of the collection. We intend to formalise these relationships in accordance with the Conservation Plan and Display Plan. Until earlier in 2017 we had hosted a graduate from the Masters course as a volunteer who assisted in condition checking and conserving objects for display.

6.8 Investigating and making public the history of Newark and surrounding area.

- The objective is to continue to investigate and make public the history of Newark and the surrounding area. We will achieve this by continuing to work closely with local history groups such as Newark Archaeological and Local History Society (NALHS), Newark Photographic Society and archaeological groups such as Farndon Archaeological Research Institute (FARI). In recent years FARI have discovered a late Upper Palaeolithic site, dated to around 14,000 years ago. The finds are due to be deposited with the Museum Service and will allow us to push back the earliest history of the area. We will actively engage and encourage local groups to make use of the spaces at the museum and assist in placing the museum at the heart of the local community.

6.9 Enabling volunteers to be more actively involved and diversifying the volunteer demographic.

- The objective is to enable volunteers to be more actively involved in the museum offer. Volunteer roles have been significantly expanded from their

primarily collections based history. Roles now offered include gallery and tour guides, learning and participation assistants, events assistants, living history interpreters, front of house welcome hosts, marketing, social media and website and gardening and grounds maintenance as well as retaining the existing roles in collections documentation, Modes inputting and research.

- The objective is to diversify the volunteer demographic to make it representative of the district. We will achieve this by actively making the volunteer offer more attractive to both all and from a wider geographical area.

6.10 Creating a single offer uniting the museum, built heritage and Civil War earthworks.

- The objective is to unify museum collections and learning programmes with other civil war sites in the town. Currently Newark Castle and the Queens Sconce, considered by many to be the best preserved 17th century earthwork in the country, are managed by different departments within Newark and Sherwood District Council. We have linked the Civil War aspects of the sites through the town trail and augmented reality trail, downloadable as an app from the National Civil War Centre. The trail also includes buildings that have survived since the Civil War, including the Governor's House, the former Charles I Coffee House and St Mary Magdalene Church and tells related stories at each location.

6.11 Developing, increasing and diversifying community engagement with the museum service.

- The objective is to develop, increase and diversify community engagement with the museum by providing exciting and innovative programmes for the community to be involved with.
- We will formulate an Acquisition and Disposal Panel who will be involved in collections development. The panel will include members who can analyse sales/auction catalogues and inform us when Civil War related objects are available for acquisition as well as advising on disposals as we continue to refocus the collection.
- We will form a Young Curators Groups to investigate and advise on elements of the collection and exhibitions that will attract their peers, thus ensuring that the Museum reflects its community.

6.12 Providing a sustainable service and minimising the environmental impacts of our operations.

To meet our environmental commitment we will

- Meet and, where possible, exceed all current and future European and national environmental legislative and regulatory requirements.

- Adopt best operational practices to reduce environmental impacts of our activities and policies.
- Measure and take action to reduce the carbon footprint of our activities and ensure our buildings and services are able to adapt to climate change.
- Monitor, manage and minimise our use of energy and water.
- Minimise the environmental impact of travelling between home and our venues and other venues on business.
- Minimise the amount of waste produced and encourage greater reuse and recycling.
- Ensure environmental,, criteria are taken into account in the procurement of goods and services.
- Consider environmental factors in our decisions and activities including giving due consideration to environmental issues and energy performance in the design, refurbishment, and use of our buildings.
- Develop and train our employees to conduct their activities in an environmentally responsible manner.

7.0 Resource Plan

7.1 A table showing the Resource Plan is at Appendix 1. The National Civil War Centre and Newark Museum is funded by Newark and Sherwood District Council. Revenue from ticket sales, participation and learning sessions, outreach and retail will be fed back into central funds for reallocation.

7.2 Staffing Structure.

This table shows the staffing structure and initials used in Appendix 1. The full staffing structure is at Appendix 3.

Name	Initials	Role	Hours per week
Carys Coulton-Jones	CCJ	Business Manager - Heritage, Culture and Visitors	37
Carol King	CK	Assistant Business Manager – Heritage, Culture and Visitors	37
Glyn Hughes	GH	Team Leader - Exhibitions and Collections	37
Vacant		Team Leader – Learning and Participation	37
Andrea Smedley	AS	Operations Manager	37
Mark Williamson	MW	Operations Manager	37
Laura Dunn Linsey	LDL	Operations Manager	30
Rachel Rich	RR	Business Support Officer	30

Vacant		Duty Manager	20
Genevieve Taylor	GT	Marketing Assistant	37
Kevin Winter	KW	Exhibitions and Collections Assistant	18.5
Denise Greany	DG	Learning and Participation Assistant	18.5
Adam Nightingale	AN	Learning and Participation Assistant	18.5
Rose Maxwell	RM	Visitor Information Centre Assistant	34
Tiff Marsden	TM	Visitor Information Centre Assistant	24
Sarah Skedge	SS	Visitor Information Centre Assistant	16
Lucy Jones	LJ	Visitor Information Centre Assistant	28
Claire Spratt	CS	Visitor Information Centre Assistant	16

**National Civil War Centre & Newark Museum
Resource Plan 2016-2020**

Key Aim	Objective	Task	Timescale	Staffing	Funding
	6.1 The objective is to continue the integration of the museum facility with the Palace Theatre next door and evolve the operating procedures.	Provide a joined up cultural offer. Provide a daytime/evening food and drink offer.	Achieved	As above	NSDC
5.2 Achieve accreditation for the National Civil War Centre - Newark Museum	6.2 The objective is to gain ACE 'Nationally Styled' accreditation status for the National Civil War Centre – Newark Museum	Write policies/plans and provide evidence to achieve nationally styled accreditation.	Achieved November 2017	GH KW CK	NSDC annual revenue budget
5.3 Engage new audiences. Agenda Page 84	6.3 The objective is to engage current and new audiences through dynamic permanent and temporary exhibitions.	Provide permanent and temporary exhibitions within both the Civil War and Newark galleries. Utilise the surviving earthworks, built heritage and the National Civil War Centre to tell the Civil War story through engaging and challenging permanent and temporary exhibitions involving our internationally and nationally important	Ongoing	GH KW CK	HLF & NSDC as part of £6 million project.

		<p>collection and key loans.</p> <p>Develop and implement a rolling programme of exhibitions in the temporary galleries which will include those based on elements of our collections, touring exhibitions from national museums, commissioned exhibitions.</p>	Ongoing for temporary exhibitions.	GH KW CK	NSDC annual revenue budget. £25K for 2016 £30K for 2019
Agenda Page 85	6.3 The objective is to develop learning programmes that will appeal to a range of both children and adult learners.	<p>Continue to develop learning programmes based on the Civil War, which is now part of the National Curriculum as well as other learning programmes and activities aimed at both schools and adult learners.</p> <p>Upgrade the series of existing Discovery Boxes and develop further resources to facilitate learning activities</p>	Ongoing	CK DG AN	NSDC annual revenue budget.
	6.3 The objective is to establish a programme of re-enactments and conferences on the Civil Wars nationally.	<p>Establish a Newark re-enactment as an annual event.</p> <p>Develop and implement plans for an annual Civil War conference.</p>	<p>Achieved</p> <p>Ongoing</p>	GH CK	NSDC annual budget

<p>5.4 Establish a Civil War resource</p>	<p>6.4 The objective is to establish a Civil War resource consisting of an archive of printed material relating to the Civil Wars and access to digital data.</p>	<p>Continue to develop a library and digital resource and make them available to researchers on an appointment basis.</p> <p>Become the 'go to' place for information regarding the Civil Wars and be able to signpost other Civil War sites across the country and other sources of information available to researchers.</p>	<p>Achieved</p> <p>Ongoing</p>	<p>GH KW</p>	<p>NSDC annual revenue budget and Wolfson Foundation grant funding.</p>
<p>5.5 Establish a mutually supportive Civil War related network.</p>	<p>6.5 The objective is to establish a mutually supportive Civil War related network consisting of other Civil War sites, academics, universities and battlefield societies to further the available knowledge and promote interest and understanding of the British Civil Wars.</p>	<p>Continue to engage the academic panel in providing advice and guidance on the interpretation of the Civil Wars.</p> <p>Actively maintain partnerships with Naseby Battlefield Project and the Battle of Worcester Society for mutual benefit and so that we can signpost each other.</p> <p>Maintain and strengthen partnership with the Battlefield Trust</p> <p>Maintain and strengthen partnerships with</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>GH KW CK</p> <p>GH KW CK</p> <p>GH KW</p> <p>GH KW CK</p>	<p>NSDC annual revenue budget – website development, marketing budget.</p> <p>NSDC annual revenue budget plus funding from</p>

		Sheffield and Leicester Universities.			universities
5.6 Publish original research on the British Civil Wars and their impact and relevance to the present day.	6.6 The objective is to publish original research on the British Civil Wars and their impact and relevance to the present day.	Publish research by students from Sheffield University on topics related to the Civil Wars.	Ongoing	GH KW CK	NSDC annual revenue budget plus funding from universities.
		Enable further research into the role of women in the Civil Wars.	Ongoing		Battlefield Trust and funding from University of Leicester
		Produce and publish articles for <i>Battlefield</i> , the Battlefield Trust's quarterly magazine.	Ongoing		University of Leicester
		In conjunction with Andrew Hopper from the University of Leicester publish a book based on the initial conference papers.	Late 2017		
		In conjunction with Nick Lipscombe research and publish a Civil War atlas	2020		Osprey Publishing
5.5 Improve the quality and relevance of the collections.	6.7 The objective is to proactively seek to collect internationally and nationally significant 17 th Century and British Civil War artefacts and archives. .	We will significantly strengthen the collection through purchases from collectors, auction houses or other museums who may be disposing of their collection. Particular areas we will	Ongoing	GH KW Volunteers	NSDC. £9.5K available annually.

		concentrate on include; domestic items, printed matter including propaganda and political theories, medical items and arms and armour.			
	6.7 The objective is to continue to collect items of significance to Newark and the surrounding area.	We will continue to collect objects that will enhance the collection and enable us to tell the story of the history of the area. These will include items related to the Treasure Act and other objects in line with our Collections and Development Policy.	Ongoing	GH KW Volunteers	NSDC As above. Donations
5.8 Maintain and formalise our partnership with the University of Lincoln Conservation Department and other conservators for mutual advantage.	6.8 The objective is to strengthen and formalise our partnership with the University of Lincoln Conservation Department.	Formalise the relationship in accordance with the Conservation and Display Plans. Enable students to work on museum objects whilst maintaining a rolling programme of conservation of the collection.	Complete Ongoing	GH KW	NSDC annual revenue budget / University of Lincoln
Agenda Page 88	6.8 The objective is to utilise volunteers experience and knowledge to conserve our collection.	Use current volunteer's skills for condition checking and conserving objects that will be displayed as part of the exhibitions.	Ongoing	GH KW Volunteers	NSDC annual revenue budget

<p>5.9 Work closely with local history and archaeological groups to investigate and make public the history of Newark and the surrounding area.</p>	<p>6.9 The objective is to continue to investigate and make public the history of Newark and the surrounding area.</p>	<p>Continue to work closely with local history groups such as Newark Archaeological and Local History Society (NALHS) and archaeological groups such as Farndon Archaeological Research Institute (FARI).</p> <p>We will actively engage and encourage local groups to make use of the spaces at the museum and place the museum at the heart of the local community.</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>GH KW CK</p> <p>GH KW CK</p>	<p>NSDC annual revenue budget.</p> <p>NSDC annual revenue budget offset by charges for facilities.</p>
<p>5.10 Enable volunteers to be more actively involved in the museum offer and diversify the volunteer demographic.</p>	<p>6.10 The objective is to diversify the volunteer demographic to make it representative of the district.</p>	<p>Make the volunteer offer more attractive to all.</p>	<p>Ongoing</p>	<p>AS GH KW</p>	<p>NSDC annual revenue budget</p>
<p>5.11 Create a single offer uniting the museum and other Civil War sites in the town..</p>	<p>6.11 The objective is to unify museum collections and learning programmes with other Civil War sites in the town.</p>	<p>Unify Newark castle and the Queens Sconce, which are currently managed by different departments within Newark and Sherwood District Council, by linking the Civil War aspects of the sites through the</p>	<p>Augmented Reality Trail complete. Work ongoing to unify the offer between NCWC, Castle and Queen's Sconce.</p>	<p>GH, KW, CK</p>	<p>NSDC plus Nottinghamshire County Council Capital grant (£320K) for augmented reality trail.</p> <p>We are working closely with the Newark Castle project</p>

		town trail and augmented reality trail downloadable as an app from the National Civil War Centre. The trail also includes Civil War related buildings, including the Governor's House, Charles I Coffee House and St Mary Magdalene Church.			who have funding from the Gilstrap Trustees.
5.12 Develop, increase and diversify community engagement with the museum.	6.12 The objective is to put the community at the heart of the Museum Service to ensure the museum reflects its various communities.	Develop, increase and diversify community engagement with the museum by providing exciting and innovative programmes for the community to be involved with.	Ongoing	All	NSDC annual revenue budget
Agenda Page 90	6.12 The objective is to formulate an Acquisition and Disposal Panel.	Form an Acquisitions and Disposal panel from museum volunteers and Friends of the National Civil War Centre – Newark Museum and invite new members of the community to become involved. The panel will be involved in decisions relating to collections development. The panel will include members who can analyse sales/auction	Ongoing	GH KW CK	NSDC annual revenue budget

		catalogues and inform us when Civil War related objects are available for acquisition as we continue to refocus the collection.			
	6.12 The objective is to form a Young Curators Groups.	Form a Young Curators Group to investigate and advise on elements of the collection and exhibitions that will attract their peers, thus ensuring that the Newark Museum reflects its' community.	Ongoing	GH KW CK	NSDC annual revenue budget
5.13 Provide a sustainable service and minimise the environmental impacts of our operations.	6.13 The objective is to meet and, where possible, exceed all current and future European and national environmental legislative and regulatory requirements.	To meet and, where possible, exceed all current and future European and national environmental legislative and regulatory requirements.	Ongoing	All staff	NSDC annual revenue budget
Agenda Page 91	6.13 The objective is to adopt best operational practices to reduce environmental impacts of our activities and policies.	Adopt best operational practices to reduce environmental impacts of our activities and policies.	Ongoing	All	NSDC annual revenue budget

	6.13 The objective is to measure and take action to reduce the carbon footprint of our activities and ensure our buildings and services are able to adapt to climate change.	Measure and take action to reduce the carbon footprint of our activities and ensure our buildings and services are able to adapt to climate change.	Ongoing	All	NSDC annual revenue budget
	6.13 The objective is to monitor, manage and minimise our use of energy and water.	Monitor, manage and minimise our use of energy and water.	Ongoing	All	NSDC annual revenue budget
	6.13 The objective is to minimise the environmental impact of travelling between home and our venues and other venues on business.	Minimise the environmental impact of travelling between home and our venues and other venues on business.	Ongoing	All	NSDC annual revenue budget
Agenda	6.13 The objective is to minimise the amount of waste produced and encourage greater reuse and recycling.	Minimise the amount of waste produced and encourage greater reuse and recycling.	Ongoing	All	NSDC annual revenue budget
Page 92	6.13 The objective is to ensure environmental criteria are taken into account in the procurement of goods and services.	Ensure environmental criteria are taken into account in the procurement of goods and services.	Ongoing	CCJ CK GH MW KE	NSDC annual revenue budget

	6.13 The objective is to consider environmental factors in our decisions and activities including giving due consideration to environmental issues and energy performance in the design, refurbishment, and use of our buildings.	Consider environmental factors in our decisions and activities including giving due consideration to environmental issues and energy performance in the design, refurbishment, and use of our buildings.	Ongoing	CCJ CK GH KW KE	NSDC annual revenue budget
	6.13 The objective is to develop and train our employees to conduct their activities in an environmentally responsible manner.	Develop and train our employees to conduct their activities in an environmentally responsible manner.	Ongoing	CCJ CK GH MW KE	NSDC annual revenue budget

Aim	Objective	Key Task	Timescale	Achieved/Not Achieved
Improving the visitor experience	Developing the workforce	Staff training needs to be identified through monthly team meetings and annual performance appraisals	Annually	Continuing
		Training to be delivered internally within museum service and/or NSDC and/or through specialist external training supplier	Annually	Continuing
		Training needs of volunteers to be reviewed and delivered annually	Annually	Continuing
	Improving physical accessibility of sites	Obtain updated access audit of sites with regard to DDA	2006	Achieved
		Work through Access for All Toolkit Action Plan to improve service delivery	2006-2007	Achieved
		Re-design the entrance area at Newark Millgate Museum to provide a welcoming environment for visitors with eye-catching displays to orientate visitors, activity area, shop and café.	2006-2007	Overtaken by events due to closure of Millgate Museum.
	Improving the exhibition programme	Develop and implement a programme to re-organise and re-display the galleries at Newark Millgate Museum	2006-2011	Overtaken by events due to closure of Millgate Museum.
Agenda Page 94		Develop a temporary exhibitions programme which takes into account the need for in house exhibitions, community exhibitions and exhibitions by individual artist and craftspeople at Newark Millgate Museum	2006>	Overtaken by events due to closure of Millgate Museum.
		Determine future use of the Reading Room Gallery at the Gilstrap Centre	2007>	Overtaken by events due to closure of Gilstrap Centre.
		Produce a brief for the replacement to the Castle and Conflict Exhibition at the Gilstrap Centre	2009	Overtaken by events due to closure of Gilstrap Centre.
	Improving signage to and at sites	Liaise with NCC, Economic Regeneration and Planning to examine possible improvements to directional and entrance signage at Newark Millgate Museum and the Gilstrap Centre	2006-2007	Overtaken by events due to closure of Millgate Museum and Gilstrap Centre.
		Develop trails and sign posting projects with external partners	2007-2011	Complete

		Improve internal signage at Newark Millgate Museum to orientate visitors	2007	Overtaken by events due to closure of Millgate Museum.
	Meeting customer needs and expectations	Consult with users and non-users on the programme to re-display Millgate	2007	Overtaken by events due to closure of Millgate Museum.
		Display customer comments forms at each site and as part of events	Ongoing	Ongoing
		Ensure customer feedback is fed into team meetings each month	Ongoing	Ongoing
		Ensure customer comment forms are responded to in accordance with corporate procedures	Ongoing	Ongoing
		Continue to run Education Fora for primary and secondary schools	Ongoing	Ongoing for new museum
		Establish a Community Forum and develop more formal partnerships with local groups and organisations	2006-2007>	Ongoing for new museum
		Establish a Young Curators Group to represent young people's views, to act as critical friends of the museum service and to produce temporary exhibitions using collections as inspiration	2006>	Ongoing for new museum
		Constitute the museum service Friends group in order for the group to be more actively involved in the museum service	2007	Complete
		Develop audience development and marketing plans	2007	Ongoing for new museum
		Improve museum retailing	2006>	Ongoing for new museum
Improve access to the collection	Developing the education and outreach programme	Continue to develop educational resources linked to National Curriculum.	Ongoing	Ongoing for new museum
		Improve older discovery boxes and produce new boxes to an agreed local standard.	Ongoing	Ongoing for new museum
		Continue to offer education sessions for Key Stages 1, 2 & 3 on various themes.	Ongoing	Ongoing for new museum
		Continue to offer art and craft workshops, linked to the collections, during school holiday periods.	Ongoing	Overtaken by events due to closure of Millgate Museum.
		Develop local competitions and trails for visitors - especially in holiday periods.	Ongoing	Overtaken by events due to closure of Millgate Museum.
		Continue to offer outreach programme to schools, community groups and older people.	Ongoing	Ongoing for new museum
		Develop links with the local LEA	2006-07	Ongoing for new museum

	Developing the Resource Centre	Develop a programme of specialist open days	2007>	Complete
		Develop the links established with University of Lincoln Conservation Course	2006>	Complete
	Developing the online collection	Continue to work with schools, groups and individuals as part of the website development group	Ongoing	Ongoing for new museum
		Review staffing resource in order to be able to deliver online project	2006-07	Unable to complete
		Develop project proposal with regional partners for development of oral and video archiving to be complementary to online scheme	2008	Regional project cancelled
Developing, preserving and raising the profile of local heritage	Acquisitions & Disposals	Establish an Acquisitions and Disposals Group to proactively manage collections.	2007	Ongoing for new museum
		Devise and implement collections development projects, for example contemporary collecting	2008	Complete
		Continue to support local groups and societies with their own collecting of objects, knowledge and information	Ongoing	Ongoing for new museum
		Work in partnership with local groups to develop specific projects	ongoing	Ongoing for new museum
	Developing the recording of reminiscence	Develop use of written, video and oral archives	2008>	Unable to complete
		Develop links with local reminiscence groups	Ongoing	Unable to complete
	Raising the profile of local history and heritage	Develop special themed events and talks which raise the profile of local history across the district	Ongoing	Ongoing for new museum
Positioning the service for the 21 st century	Developing appropriate Performance Indicators	Look at local authority family group and regional partners to develop local indicators appropriate to the service	2006>	Ongoing for new museum
		Look at IL4A, etc. and comparative benchmark data by which service improvements can be measured	2006>	Unable to complete
		Gain Accreditation for Newark Millgate Museum	2006-07	Overtaken by events due to closure of Millgate Museum.

	Future museum service provision	Develop a plan for the future service facilities after 2025	2006>	Complete
		Identification of new site for museums post 2025	2006>	Complete
		Work with NTC and key partners on potential for a national centre for Civil War history	2006 >	Complete
		Investigate possible trust status options for the service.	2006>	Ongoing
	Improve and maintain collections	Work to tasks and deadlines in the documentation plan 2006-11	2006-11	Complete
		Develop marketing and audience development plans in order to reach the wider community	2007	Ongoing for new museum
		Reach and maintain national standards	2006>	Ongoing for new museum



Accreditation

Collections Development Policy



2017

Name of Museum: National Civil War Centre - Newark Museum

Name of Governing Body: Newark and Sherwood District Council

Date on which this Policy was Approved by Governing Body:

Policy Review Procedure: The policy will be reviewed in two year cycles from ratification.

The collections development policy will be published and reviewed from time to time, at least once every five years.

Date at which this Policy is due for Review: November 2019

Arts Council England will be notified of any changes to the collections development policy, and the implications of any such changes for the future of collections.

1. Relationship to other relevant policies/plans of the organisation:

1.1 The museum's statement of purpose is:

The National Civil War Centre - Newark Museum has a dual purpose. The National Civil War Centre will provide a national focus on the key events of the British Civil Wars of the 17th century and their consequences for the nation and the wider world. The Newark Museum aims to tell the story of the district of Newark and its residents.

Our vision is that the National Civil War Centre - Newark Museum will become fundamental to the identity of the nation and local residents by providing unique and inspiring cultural heritage experiences for visitors and the local community alike.

- 1.2 The governing body will ensure that both acquisition and disposal are carried out openly and with transparency.
- 1.3. By definition, the museum has a long-term purpose and holds collections in trust for the benefit of the public in relation to its stated objectives. The governing body therefore accepts the principle that sound curatorial reasons must be established before consideration is given to any acquisition to the collection, or the disposal of any items in the museum's collection.
- 1.4. Acquisitions outside the current stated policy will only be made in exceptional circumstances.
- 1.5. The museum recognises its responsibility, when acquiring additions to its collections, to ensure that care of collections, documentation arrangements and use of collections will meet the requirements of the Museum Accreditation Standard. This includes using SPECTRUM primary procedures for collections management. It will take into account limitations on collecting imposed by such factors as staffing, storage and care of collection arrangements.
- 1.6. The museum will undertake due diligence and make every effort not to acquire, whether by purchase, gift, bequest or exchange, any object or specimen unless the governing body or responsible officer is satisfied that the museum can acquire a valid title to the item in question.

1.7 In exceptional cases, disposal may be motivated principally by financial reasons. The method of disposal will therefore be by sale and the procedures outlined below will be followed. In cases where disposal is motivated by financial reasons, the governing body will not undertake disposal unless it can be demonstrated that all the following exceptional circumstances are met in full:

- the disposal will significantly improve the long-term public benefit derived from the remaining collection
- the disposal will not be undertaken to generate short-term revenue (for example to meet a budget deficit)
- the disposal will be undertaken as a last resort after other sources of funding have been thoroughly explored
- extensive prior consultation with sector bodies has been undertaken
- the item under consideration lies outside the museum's established core collection

2. History of the Collections

There has been a museum in Newark since 1912. Between 1912 and 1974 the museum was run by Newark Borough Council. In 1974, as part of local government reorganisation, the museum came within the auspices of Newark District Council (now Newark and Sherwood District Council (NSDC)). In 1977 NSDC opened another museum, Millgate Museum.

Between 1977 and 1994 NSDC ran the two museums originally as separate entities and in 1994 the two sites, along with a newly opened Gilstrap Centre, formed the Museums and Heritage Service.

In December 2004 following a major review of the service and extensive consultation, Newark Museum was closed, leaving Millgate Museum and the Gilstrap Centre. Funding from Newark Museum was re-directed into the education and outreach programme.

In 2006 a new Resource Centre was opened, Millgate Museum was re-named Newark Millgate Museum and the museum service became known as Newark and Sherwood Museum Service.

In October 2012 the decision was taken to close and de-commission Newark Millgate to re-focus the museum service and divert resources towards opening a new museum.

On May 3rd 2015 the new museum opened with the title National Civil War Centre-Newark Museum. The primary focus of the National Civil War Centre-Newark Museum is on both permanent and temporary exhibitions telling the story of the British Civil Wars of the 17th century.

3. An Overview of Current Collections

The museum collection comprises over 87,000 objects including archaeology, civil war items, archives, art, social history, costume, numismatics, natural science, photographs and local studies which are stored in the purpose built off site Resource Centre.

4. Themes and Priorities for Future Collecting

The museum service is aiming to improve the quality and re-balance the nature of the collections as part of the new museum offer and the opening of the new museum.

The museum will proactively seek to collect nationally and internationally significant 17th Century and British Civil War artefacts, art and archives. In line with these aims the acquisitions fund has been increased and this element of the collections has expanded considerably.

5. Themes and Priorities for Rationalisation and Disposal

The museum service has undertaken several condition assessments of the collections as part of the de-commissioning and object movement process. A previous disposals programme was featured in the MLA *Collections for the Future* and referenced in *Museum Practice* as an example of best practice.

The museum service has looked very carefully at the natural history collections within its collections with a view to rationalising this element of the collection. Whilst recognising that these collections add a diversity to the collection as a whole and tell an interesting story, the museum have no long term plans to display them and they are seldom used for research. This is allied to the lack of curatorial expertise in this specific area and the fact that the majority of items fall outside our existing collections policy and geographical boundaries. The service recognises that elements of the collection, which are from our geographical area, will be retained.

Where disposal is being considered this will be carried out in accordance with the disposal procedures, outlined below. The Museum will also be guided by the latest Museums Association 'Disposal Toolkit', Spectrum and Ace and Museums Association guidelines on ethics.

The museum recognises that the principles on which priorities for rationalisation and disposal are determined will be through a formal review process that identifies which collections are included and excluded from the review. The outcome of review and any subsequent rationalisation will not reduce the quality or significance of the collection and will result in a more useable, well managed collection.

The procedures used will meet professional standards. The process will be documented, open and transparent. There will be clear communication with key stakeholders about the outcomes and the process.

6. Legal and Ethical Framework for Acquisition and Disposal of Items

The museum recognises its responsibility to work within the parameters of the Museum Association Code of Ethics when considering acquisition and disposal.

7 Collecting Policies of Other Museums

7.1 The museum will take account of the collecting policies of other museums and other organisations collecting in the same or related areas or subject fields. It will consult with these organisations where conflicts of interest may arise or to define areas of specialism, in order to avoid unnecessary duplication and waste of resources.

7.2 Specific reference is made to the following museum(s)/organisation(s):

National Army Museum
Imperial War Museum
Royal Armouries

8. Archival Holdings

Description of Existing Archives Collection:

Manuscript material has been transferred, on permanent loan, to Nottinghamshire Archives. Printed material has been retained.

Examples of Parts of the Collection:

- Manuscript (now at Nottinghamshire Archives) -
- Medieval documents
- Settlement certificates
- 1811 Newark Census
- Printed material
- Civil War Tracts/books
- Volumes of Byron's poetry
- Maps/OS Maps
- Microfilm – Local Newspapers, Census

Criteria for Collecting Archives

The service will actively collect printed and handwritten material from the 17th century.

Printed material from all periods will continue to be collected. All 'associated information' connected to objects will be retained and kept in perpetuity.

9. Acquisition

9.1 The policy for agreeing acquisitions is:

The museum acquires objects into the collections via, Gift, Transfer, Loan, Purchase or Bequest. SPECTRUM procedures are adhered to in the acquisition of objects into the collection.

In order to maintain objectivity and balance in the growth and diversity of the collections members of the management team, led by the Collections and Exhibitions Team, meet to discuss acquisitions and make the necessary decisions.

The Collections and Exhibitions Team have a designated budget for object purchases. This budget is reviewed as part of the budget setting process each year. Object purchases follow the procedure set out above.

9.2 The museum will not acquire any object or specimen unless it is satisfied that the object or specimen has not been acquired in, or exported from, its country of origin (or any intermediate country in which it may have been legally owned) in violation of that country's laws. (For the purposes of this paragraph 'country of origin' includes the United Kingdom).

9.3 In accordance with the provisions of the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, which the UK ratified with effect from November 1st 2002, and the Dealing in Cultural Objects (Offences) Act 2003. The museum will reject any items that have been illicitly traded. The governing body will be guided by the national guidance on the responsible acquisition of cultural property issued by DCMS in 2005.

10. Human Remains

As the museum holds or intends to acquire human remains from any period, it will follow the procedures in the 'Guidance for the care of human remains in museums' issued by DCMS in 2005.

The museum service's collection includes human remains. The remains include both prehistoric and historic remains. The remains are skeletal (e.g., there are no mummies, shrunken heads etc.), and mostly derived from excavation. There are no artefacts made of human remains.

The collection of human remains is largely in storage with only two examples being on display. After considered debate the human remains on display are exhibited to show scientific processes and their display is dealt with in a sensitive manner.

The re-burial of human remains will be treated and discussed on a case-by-case basis. The means and cost of re-burial will be considered and the disposals policy will be followed.

11. Biological and Geological Material

- 11.1 So far as biological and geological material is concerned, the museum will not acquire by any direct or indirect means any specimen that has been collected, sold or otherwise transferred in contravention of any national or international wildlife protection or natural history conservation law or treaty of the United Kingdom or any other country, except with the express consent of an appropriate outside authority.

12. Archaeological Material

- 12.1 The museum will not acquire archaeological material (including excavated ceramics) in any case where the governing body or responsible officer has any suspicion that the circumstances of their recovery involved a failure to follow the appropriate legal procedures.
- 12.2 In England, Wales and Northern Ireland the procedures include reporting finds to the landowner or occupier of the land and to the proper authorities in the case of possible treasure (i.e. the Coroner for Treasure) as set out in the Treasure Act 1996 (as amended by the Coroners & Justice Act 2009).

13 Exceptions

- 13.1 Any exceptions to the above clauses will only be because the museum is:
- acting as an externally approved repository of last resort for material of local (UK) origin
 - acting with the permission of authorities with the requisite jurisdiction in the country of origin

In these cases the museum will be open and transparent in the way it makes decisions and will act only with the express consent of an appropriate outside authority. The museum will document when these exceptions occur.

14 Spoliation

- 14.1 The museum will use the statement of principles 'Spoliation of Works of Art during the Nazi, Holocaust and World War II period', issued for non-national museums in 1999 by the Museums and Galleries Commission.

15 The Repatriation and Restitution of Objects and Human Remains

- 15.1 The disposal of human remains from museums in England, Northern Ireland and Wales will follow the procedures in the 'Guidance for the care of human remains in museums'.

16 Disposal Procedures

- 16.1 All disposals will be undertaken with reference to the SPECTRUM Primary Procedures on disposal.
- 16.2 The governing body will confirm that it is legally free to dispose of an item. Agreements on disposal made with donors will also be taken into account.
- 16.3 When disposal of a museum object is being considered, the museum will establish if it was acquired with the aid of an external funding organisation. In such cases, any conditions attached to the original grant will be followed. This may include repayment of the original grant and a proportion of the proceeds if the item is disposed of by sale.
- 16.4 When disposal is motivated by curatorial reasons the procedures outlined below will be followed and the method of disposal may be by gift, sale, exchange or as a last resort - destruction.
- 16.5 The decision to dispose of material from the collections will be taken by the governing body only after full consideration of the reasons for disposal. Other factors including public benefit, the implications for the museum's collections and collections held by museums and other organisations collecting the same material or in related fields will be considered. Expert advice will be obtained and the views of stakeholders such as donors, researchers, local and source communities and others served by the museum will also be sought.
- 16.6 A decision to dispose of a specimen or object, whether by gift, exchange, sale or destruction (in the case of an item too badly damaged or deteriorated to be of any use for the purposes of the collections or for reasons of health and safety), will be the responsibility of the governing body of the museum acting on the advice of professional curatorial staff, if any, and not of the curator or manager of the collection acting alone.
- 16.7 Once a decision to dispose of material in the collection has been taken, priority will be given to retaining it within the public domain. It will therefore be offered in the first instance, by gift or sale, directly to other Accredited Museums likely to be interested in its acquisition.
- 16.8 If the material is not acquired by any Accredited museum to which it was offered as a gift or for sale, then the museum community at large will be advised of the intention to dispose of the material normally through a notice on the MA's Find an Object web listing service, an announcement in the Museums Association's Museums Journal or in other specialist publications and websites.

- 16.9 The announcement relating to gift or sale will indicate the number and nature of specimens or objects involved, and the basis on which the material will be transferred to another institution. Preference will be given to expressions of interest from other Accredited Museums. A period of at least two months will be allowed for an interest in acquiring the material to be expressed. At the end of this period, if no expressions of interest have been received, the museum may consider disposing of the material to other interested individuals and organisations giving priority to organisations in the public domain.
- 16.10 Any monies received by the museum governing body from the disposal of items will be applied solely and directly for the benefit of the collections. This normally means the purchase of further acquisitions. In exceptional cases, improvements relating to the care of collections in order to meet or exceed Accreditation requirements relating to the risk of damage to and deterioration of the collections may be justifiable. Any monies received in compensation for the damage, loss or destruction of items will be applied in the same way. Advice on those cases where the monies are intended to be used for the care of collections will be sought from the Arts Council England.
- 16.11 The proceeds of a sale will be allocated so it can be demonstrated that they are spent in a manner compatible with the requirements of the Accreditation standard. Money must be restricted to the long-term sustainability, use and development of the collection.

Disposal by Exchange

- 16.12 The museum will not dispose of items by exchange.

Disposal by Destruction

- 16.13 If it is not possible to dispose of an object through transfer or sale, the governing body may decide to destroy it.
- 16.14 It is acceptable to destroy material of low intrinsic significance (duplicate mass-produced articles or common specimens which lack significant provenance) where no alternative method of disposal can be found.
- 16.15 Destruction is also an acceptable method of disposal in cases where an object is in extremely poor condition, has high associated health and safety risks or is part of an approved destructive testing request identified in an organisation's research policy.
- 16.16 Where necessary, specialist advice will be sought to establish the appropriate method of destruction. Health and safety risk assessments will be carried out by trained staff where required.
- 16.17 The destruction of objects should be witnessed by an appropriate member of the museum workforce. In circumstances where this is not possible, eg the destruction of controlled substances, a police certificate should be obtained and kept in the relevant object history file.

NATIONAL CIVIL WAR CENTRE - NEWARK MUSEUM

Access Policy

Amended October 2017

Policy review procedure:

We will review the access policy every four years to ensure it is in line with national guidelines and standards.

The museum will incorporate actions that arise from this policy in its four year forward plan.

Approved by Newark & Sherwood District Council Date: tbc

Date at which this policy is due for review: November 2019

1. MISSION STATEMENT

The National Civil War Centre - Newark Museum has a dual purpose. The National Civil War Centre will provide a national focus on the key events of the British Civil Wars of the 17th century and their consequences for the nation and the wider world. The Newark Museum aims to tell the story of the district of Newark and its residents.

Our vision is that the National Civil War Centre - Newark Museum becomes fundamental to the identity of the nation and local residents by providing unique and inspiring cultural heritage experiences for all.

2. OUR DEFINITION OF ACCESS

The National Civil War Centre – Newark Museum recognises there are many barriers to access at all levels of the museum service. However we believe that all people have a fundamental right to engage with, use and enjoy the collection and facilities.

We define access as something that is made possible when physical, cultural, social, financial, intellectual, psychological and emotional barriers are removed or reduced.

3. OUR COMMITMENT TO ACCESSIBILITY

The National Civil War Centre – Newark Museum aims to provide the widest possible access to its museum, collections and services to enable audiences from all sections of the community to enjoy use of the collection and facilities. We will provide access to services in the wider community and within the museum we will aim to provide independent use wherever possible.

Our policy is to build accessibility into everything we do to develop and improve the service. Our commitment is long term and our policy is to make continuous improvements as our resources permit.

Our commitment to accessibility extends to our staff, volunteers and work placements as well as visitors.

We are committed to ongoing training in access issues for staff and volunteers.

To eliminate barriers and ensure equality of access we will consider the following forms of accessibility.

- **Physical** – to enable people with physical disabilities to reach and appreciate every part of the museum service. To take into account the needs of the elderly and of people caring for young people.
- **Sensory** – to enable visitors with impaired vision or hearing to enjoy the buildings and collections.
- **Intellectual** – we recognise that people have different learning styles and we will provide interpretation in a range of learning styles. We also aim to ensure people with learning difficulties can engage with and enjoy the collections and facilities.

- **Cultural** – to consider the needs of people for whom English is not a first language, or whose knowledge of English history and culture may be limited.
- **Attitudinal / Emotional** – to ensure the museum environment and museum staff are welcoming to visitors from all sections of the community.
- **Financial** – we will take into account that ability to pay can be a barrier to access and offer opportunities for those on lower incomes to access the service.

4. MUSEUM BUILDING

We aim to provide equal access to the National Civil War Centre – Newark Museum (NCWC) and the Resource Centre for all visitors. There is lift access to all floors at NCWC and level access to all facilities. Subtitles and signed versions of our Civil War films are available. Audio guides for the visually impaired will shortly be available on entry.

At the Resource Centre disabled access is available only on the ground floor; however objects from the collection can be brought to enquirers/researchers in the research room

5. ACCESS TO COLLECTIONS

Our staff are committed to increasing public access to the collections and information and to increasing knowledge and understanding of the British Civil Wars and the history of Newark.

We will provide varied means of access to the collections, including displays, handling sessions, outreach sessions, publications and events.

To increase access to the collections not on display we offer behind the scenes tours and access to staff and we will soon have web-based resources.

We will provide levels of information and interpretation to suit a range of audiences and abilities. We will ensure that the presentation and labelling of displays respects a diversity of background.

We will develop our handling collections and loans.

6. ACCESS TO LEARNING

The National Civil War Centre – Newark Museum will provide learning opportunities for different audiences and levels of ability and tailor our programme to the needs of specific groups. We will provide education programmes for all our temporary and permanent displays to interpret the collections for people from a range of backgrounds and abilities. We will identify and develop partnerships with a range of educational and community organisations to ensure that our activities continue to cater for the widest possible audiences.

7. ACCESS TO VISITOR SERVICES

Our staff and volunteers will assist and welcome all visitors.

We will consider the comfort of our visitors by providing accessible toilets, baby changing facilities, access for pushchairs, seating in galleries and on-site wheelchairs.

We will develop appropriate signage and navigation tools to suit a range of audiences, including a range of sensory formats and languages.

8. ACCESS TO COMMUNICATION

We will promote our activities and events using accessible means of communication.

We will develop publicity material on request in alternative formats for a range of needs and languages.

We will provide a range of ways that people can communicate with us.

We will evaluate all our services and projects to ensure they meet the provision of this policy and we will consult users and non-users on all new developments.

MINER TO MAJOR LANDSCAPE PARTNERSHIP SCHEME

1.0 Purpose of Report

- 1.1 To seek Committee approval for the District Council to become a Supporting Partner in the delivery phase of the Miner to Major Landscape Partnership Scheme.
- 1.2 To seek Committee approval for the allocation of £5,000pa from the Promotion of Tourism budget for a 5-year period as partnership funding for the project.

2.0 Background Information

- 2.1 The Miner to Major (M2M) Landscape Partnership Scheme is a £3.5million multi-agency project which will deliver a range of environmental and community initiatives in the Sherwood area of Nottinghamshire over a 5-year period. If successful, the majority of the funding for the project will be provided by the Heritage Lottery Fund through its Landscape Partnership grant scheme. In November 2014 it was confirmed that the M2M partnership, led by Nottinghamshire County Council and including Newark & Sherwood District Council, had been successful in obtaining a Stage 1 pass from HLF, together with a grant of £119,000 to allow it to develop its Stage 2 application. The District Council contributed £500 to the Stage 1 process.
- 2.2 In November 2015 Beki Howey, the then M2M project officer, gave a presentation to Committee with an update on the progress of the project. Unfortunately the project has subsequently experienced some delays in progressing the Stage 1 development work; however the intention is now to submit the Stage 2 application in February 2018.

3.0 Proposals

- 3.1 In order to demonstrate the strength of the partnership and support of a wide range of appropriate organisations the M2M project team has drawn up a Partnership Agreement (a copy of which is attached as **Appendix A** and has asked all partners to sign up to the agreement as either a Partner or Supporting Partner. As the District Council is not actually delivering any of the projects it is proposed that we agree to be a Supporting Partner.
- 3.2 The Council's Legal section has checked the Partnership Agreement and confirmed that it does not contain anything that would be considered to be onerous or unreasonable.
- 3.3 Nottinghamshire County Council has taken on the lead responsibility for submitting the Stage 2 application and confirming the match funding for the Delivery Stage of the project. The County Council has requested that the District Council provide partnership funding of £25,000 and the Business Manager – Economic Growth has confirmed that this can be found from the Promotion of Tourism budget over a 5year period. The funds will be made available on the basis that they are instrumental in promoting tourism in Newark & Sherwood area and specific outputs will be attached to their allocation.

3.4 Around 50% of the project area is in Newark & Sherwood, however communities that sit just outside the project boundary, such as Ollerton & Boughton, Bilsthorpe and Farnsfield, are also amongst the key target audiences. Whilst it is impossible to exactly determine the expenditure that will take place in Newark & Sherwood, the project manager has stated that it would be reasonable to assume that at least 50% of the total spend will be in the District. In addition the key habitat projects will be in Newark & Sherwood, along with much of the species work and some of the main opportunities for volunteering, so it is likely that more than 50% of the capital works will take place in the District.

4.0 Equalities Implications

4.1 It is envisaged that the M2M Landscape Partnership Scheme will prioritise working with a number of audiences that do not traditionally engage in heritage projects within Sherwood, including the residents of former mining communities and surrounding urban areas; young people (16 – 25) and families with young children. All projects delivered under the M2M programme will be subject to equality impact assessments.

5.0 Impact on Budget/Policy Framework

5.1 If successful, M2M will attract c£3.5m of investment to the wider Sherwood area over a 5 year period, subject to satisfactory progress being made. The HLF grant would provide just under 70% of the total, with the remainder as match funding in the form of both cash and in-kind contributions. As outlined at 3.4 above a high proportion of the individual projects will be delivered within Newark & Sherwood and there will thus be significant and positive economic, environmental and social impacts on the District.

5.2 The M2M project will help to deliver a number of the Council's strategic priorities including:

- People – many of the individual projects will encourage people to become involved in activities which will promote wellbeing and a healthier lifestyle
- Prosperity – the project will result in significant investment in the District, will generate employment, training and volunteering opportunities and will help to grow the tourism sector
- Place – many of the key themes running through the M2M project are linked with biodiversity and sustainability
- Public Service – individual projects will provide opportunities for local people to become involved as volunteers and community leaders.

5.3 The recently published Social Mobility Index has confirmed the need to provide opportunities to assist people in the 18-24 age range in the District to gain experience leading to employment. The under25 target audience for the accredited learning/work experience strand has included early discussions with the Dukeries Academy and the M2M project will thus have a positive impact on employment and training opportunities for people in this age range.

5.4 As noted above the District Council's financial contribution to the project can be found from within the existing Promotion of Tourism budget thus obviating the need for any additional budgetary commitments.

6.0 Comments of Deputy S151 Officer

6.1 The £25,000 contribution will be charged £5,000 per annum to the Promotion of Tourism budget. This can be contained within the existing budget provision.

7.0 RECOMMENDATIONS that:

- a) Committee give its approval to the District Council becoming a Supporting Partner in the delivery phase of the Miner to Major Landscape Partnership Scheme; and
- b) Committee approve the allocation of £5,000 pa from the Promotion of Tourism budget for 2018/19 and commits in principle to further annual contributions for the following four years subject to the demonstration of satisfactory progress with the project.

Reason for Recommendations

To ensure that the District Council is fully involved in this major regeneration project.

Background Papers

Partnership Agreement (attached as **Appendix A**).

For further information please contact Phil Beard on Ext 5714.

Phil Beard
Business Manager – Parks & Amenities

Partnership Agreement Relating to the From Miner to Major – the real Sherwood Forest Landscape Partnership



and Schedule 2

Groundwork, Creswell, Ashfield and Mansfield – whose office is at ()

Natural England – whose office is at ()

Newark and Sherwood District Council – whose office is at ()

Nottinghamshire Wildlife Trust – whose office is at ()

Nottingham Trent University – whose office is at ()

RSPB – whose office is at ()

Rural Community Action Nottinghamshire – whose office is at ()

The Forestry Commission – whose office is at ()

The Friends of Moor Pond Woods – whose office is at ()

The Greenwood Community Forest Partnership – whose office is at ()

The Sherwood Forest Trust - whose office is at ()

All of the above together are hereafter referred to individually as a “Supporting Partner” and collectively as “Supporting Partners”.

The Accountable Body, Partners and Supporting Partners constitute the From Miner to Major- the real Sherwood Forest Landscape Partnership (the “Partnership”) and are hereafter referred to individually as a “Party” and collectively as “the Parties”.

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BACKGROUND

The “From Miner to Major - the real Sherwood Forest” Landscape Partnership Scheme (the “Scheme”) is a Heritage Lottery Fund Partnership Scheme. Nottinghamshire County Council is to be the Accountable or Lead Body of the Scheme and the Grantee for receipt of the Heritage Lottery Fund Grant as set out in the Grant Notification Letter.

This Partnership Agreement covers the working and funding arrangements for delivery of the Scheme, including:

- the creation of a Partnership Board to oversee the Scheme;
- the relationship of Partners, Delivery Agents and Supporting Partners; and,
- responsibilities under the HLF Standard Terms of Grant.

The Accountable Body is to receive funding for the Scheme from HLF. The Accountable Body will co-ordinate the Scheme and individual Parties shall be responsible for delivering their respective parts of the Scheme.

This Agreement establishes a Partnership Board made up of one representative of all Parties. The Partnership Board will oversee the Scheme, to set the strategy and direction for the Scheme, provide leadership and decision making, make recommendations regarding its delivery to the Accountable Body and Delivery Agents.

Parties may be either Partners or Supporting Partners:

- Partners have obligations under the HLF Standard Terms of Grant. Partners may also be Delivery Agents responsible for delivering specific Projects within the Scheme as set out in the Landscape Conservation Action Plan.
- Supporting Partners contribute expertise and guidance to support the Scheme through the Partnership but do not have obligations to HLF under the Standard Terms of Grant.

The Accountable Body has sole responsibility for the delivery and implementation of the Scheme. The Accountable Body will manage the financial and contractual administration of the Scheme.

Nottinghamshire County Council will be the employing organisation for the staff in the Scheme Office. The Scheme Manager will receive line management from the Accountable Body and strategic direction from the Board. The Scheme Manager will provide strategic direction and line management for the rest of the staff team to encourage, co-ordinate and support delivery of the Scheme in accordance with the Approved Purposes of the Grant Notification Letter.

The vision for the Scheme is that Sherwood Forest will be where people discover a new sense of pride in our nature, history and legends. A place where ancient woods and heaths are joined by new heathlands created from years of industry. Stories, skills and traditions from Sherwood’s past are brought to life to inspire the future. A new generation looks after Sherwood, supporting wildlife and shaping the future of the forest.

Action will re-connect Sherwood Forest’s core of ancient woodlands and heaths with stories of lost and forgotten places and the people that worked and shaped the ground. The Scheme provides opportunities to restore parts of the landscape from their industrial past, welcoming people to inspire them to be passionate champions of Sherwood Forest. The Scheme will meet the objectives of HLF to improve the management of the landscape and help people connect with it and their heritage; making a difference for heritage, people and communities.

The key aims of the Scheme are:

- **Connecting Sherwood**
Connecting people, nature and heritage of Sherwood Forest

Our focus will be on conserving and re-creating heathland, acid grasslands and wood pastures in the iconic areas of Sherwood Forest and past colliery sites. It will be possible to walk on restored heaths and a network of routes from Mansfield to Ollerton. The disconnected remnants of heaths, woodlands and estate lands will be connected between the farmland and forestry. The marks of the industrial past are changing into areas of heathland and woodland restoration through partners and communities; this will be recognised by greater access and a reduction in anti-social behaviour.

Sherwood is an important stepping stone for many species from far and wide. Fragmented habitats will be reconnected and expanded making the landscape more sustainable and resilient to external factors such as climate change, increase its potential to provide more value from ecosystems services, and provide a benefit for conservation management from economies of scale.

The historic web of routes across Sherwood will be mapped and new routes created to encourage people to explore the sites and places that are hidden in Sherwood. We will look for ways to encourage inclusive physical access, and give a boost to minds and bodies.

- **Understanding Sherwood**
Finding out about the forest, heath, people and places

We will focus on parts of Sherwood that we know very little about. Better knowledge about the distribution and condition of lost or forgotten parts of our heritage in the area will help decision making, including using new technologies to collect and share information. We will explore the connections between the remains of the large scale mining industry and legends of Robin Hood, the Royal Forest and other events. We will find out more about our scarce and important species, including nightjar, adders, common lizards and rare invertebrates, through better knowledge of where they are found in the area.

We will engage and involve people of all backgrounds, ages and abilities in their local places and stories. We will strive to reach new audiences, to discover new chapters to add to the story.

We want to understand more about the ecosystems services that Sherwood Forest provides, working with communities to develop a more universal approach to heritage, with the aim of developing sustainable funding mechanisms for future activities.

- **Skilful Sherwood**
Treasuring skills from the past, and caring for the future of Sherwood Forest

We will focus on understanding what captures people's interests about heritage and conservation topics in Sherwood Forest. We want to inspire people to be the future guardians of Sherwood and get involved. We will use new technologies to share these stories, helping people to maximise use of digital connections.

We will offer taster sessions, short courses, award schemes and accredited training. Our ideas could cover wildlife recording, practical habitat conservation, archaeological investigation, first experiences of archaeological fieldwork, repair and treatment of masonry

and historic building repair. We are interested in joining experts, professionals and local communities with training and skills to record our heritage assets.

We want to hear why people aren't involved in conservation and heritage, and what we can do to change this. We will explore ways to connect with existing training for skills and employment, and ways to volunteer.

- Celebrate Sherwood
Celebrate Sherwood and inspire a new generation

The world will hear new voices from Sherwood Forest - the veteran oaks, Robin Hood, heathland, great estates and colliery heritage as parts of a single landscape story.

Using the new stories and information collected, we want to share this in new ways to expand the diversity and wealth of Sherwood Forest's heritage assets. We want to raise awareness of the landscape and its wildlife, heritage and accessibility through new interpretation, based both off and online, such as Smartphone apps, social media, audio and printed guides, leaflets and interactive resources.

Our visitors will have better access to sites, be encouraged to leave the car at home and explore different in the area. Our interpretation will help develop a gateway of information to Sherwood Forest in the field and online.

We want people living around Sherwood Forest to have a sense of Sherwood Forest on their doorstep through promoting the Scheme and the identity of Sherwood Forest. We are keen for events to attract local people and visitors to help promote the richness of Sherwood Forest's natural and social history.

We also want to involve local people to promote the importance of Sherwood Forest on climate change and ecosystems services, to explain its unique strategic environmental and socio-economic significance.

PARTNERSHIP AGREEMENT

IT IS HEREBY AGREED:

1. Definitions

In this Agreement (which expression shall be deemed to include any schedules and appendices) unless there be something which is inconsistent in the subject or context the following expressions have the following meanings:

“Accountable Body”	means Nottinghamshire County Council acting in its specific role as the lead applicant in the second-stage application and recipient of the Grant Notification Letter, and as the administrator of the Grant as set out in clause 3 & 9.1 and elsewhere in the Agreement.
”Agreement”	means this agreement including Schedules and Appendices
“Approved Purposes”	means the purposes for which the Grant was applied for and how it is intended to carry out those purposes in the second-round Application as set out in the Grant Notification Letter.
“Board”	means the Partnership Board established through this Agreement.
”Contractor”	means any person or team under contract with Delivery Agents or the Scheme Office to undertake work on the Scheme by way of Projects.
”Common Fund”	means the financial resources obtained by the Partners and Delivery Agents, including the Grant and contributions from other funders, which supports the Scheme’s activities and Projects.
”Delivery Agent”	means any of the Parties to this Agreement in Schedule 1 which is specified in the LCAP as delivering a Project within the Scheme, in its capacity as the deliverer of the Project.
“First-Round Pass Letter”	means the letter dated 28 November 2014 confirming proceeding to the second round.
“Funders”	means funders, apart from HLF and NHMF, contributing to the Scheme from time to time.
“Grant”	means the sum of £2,450,400 (Two Million Four Hundred and Fifty Thousand and Four Hundred Pounds) to be made available by NHMF or HLF to NCC in order to carry out the Scheme.
“Grant Notification Letter”	means the letter confirming the grant from the NHMF after the second-round submission, securing the Grant for delivery of the Scheme and defining the work by incorporating the Standard Terms of Grant, any additional conditions in the Grant Notification Letter, the second-round submission and documents submitted in support of the submission and the requirements set out in the Programme Application guidance, <i>Receiving a grant</i> , the <i>How to acknowledge your grant</i> guidance, and <i>Photography of HLF-funded projects: A guide for grantees</i> .
“Grant Expiry Date”	means the date of expiry of the Grant for the Scheme contained in the Grant Notification Letter and notified to the Partners and Supporting Partners by the Accountable Body.
“HLF”	means the Heritage Lottery Fund.
“Landscape”	means the “From Miner to Major – the real Sherwood Forest”

	Landscape Partnership Scheme area.
"LCAP"	means the Landscape Conservation Action Plan submitted as a supporting document to the Landscape Partnership second-round application under Section 9 (set out in Appendix 3) except as the Parties might otherwise agree in connection with the completion of the Grant Notification Letter.
"NHMF"	means the Trustees of the National Heritage Memorial Fund, who administer HLF.
"Match Funding"	means funding contributed by Funders to the funding contributed by HLF to the Scheme, the amounts of which in relation to each Project are set out in the LCAP.
"Members"	means representatives of the Parties nominated to the Partnership Board
"Partners"	means each of the Parties to this Agreement in Schedule 1.
"Parties"	means all the Parties to the Agreement, whether under Schedule 1 or 2, and "Party" means any one of them.
"Permission to Start Date"	Means the date notified by HLF to the Accountable Body and notified to the Board by the Accountable Body allowing work to commence on the Scheme.
"Project"	means an individual project of work to be specified in the LCAP, being one of a number which are to be carried out by the Delivery Agents or others under the Scheme and which have been outlined in the LCAP Section 2 Project Summaries.
"Scheme"	means the "From Miner to Major – the real Sherwood Forest" Landscape Partnership Scheme referred to in the Landscape Partnership second-round application that consists of, or includes, the Approved Purposes.
"Scheme Office"	means a team of staff who are to be appointed by the Accountable Body.
"Scheme Yearly Plan"	means the relevant annual business plan agreed between the Accountable Body and HLF which sets out obligations for delivery of Projects defined through the LCAP.
"Stage 1 application"	means the initial application submitted to HLF by the Parties in order to secure development funding as has been provided under the First-Round Pass Letter.
"Standard Terms of Grant"	means those standard terms issued by HLF for "Landscape Partnerships Grants from £100,000 to £3,000,000 Standard Terms of Grant", and as updated, and agreed to by the Accountable Body in the Declaration section at the time of the second-round submission and set out in Appendix 2.
"Supporting Partners"	means those organisations (listed in Schedule 2, together with any new organisations in accordance with Clause 10 of this Agreement) which are contributing towards a Project within the Scheme or supporting the Scheme itself but not a Delivery Agent.
"Term"	means the period from the date of the Grant Notification Letter to the Grant Expiry Date and notified by the Accountable Body to the Board.
"Yearly Plan"	means the relevant annual business plan agreed between a Delivery Agent and the Accountable Body, which sets out obligations for delivery of Projects defined through the LCAP.

2. Consideration

In consideration of the mutual agreements and undertakings set out in the Agreement, the Parties have granted the rights and accepted the obligations herein.

3 Partnership Agreement Term

3.1 The rights and obligations under the Agreement shall not become operative until such time as the Grant Notification Letter is received and shall continue for the Term. The Term may be extended with the written agreement of HLF and the Board.

3.2 The Accountable Body and Partners agree that they shall be responsible to HLF in respect of those Standard Terms of Grant in Appendix 2 notwithstanding the expiry of this Agreement.

4. Statement of Commitment

4.1 The other Parties recognise the authority of the Accountable Body to manage the Scheme pursuant to the Grant Notification Letter and the Standard Terms of Grant and where there are other Funders, any relevant conditions of grant it may agree with such Funders. The Delivery Agents also recognise their obligation to deliver their Projects pursuant to this Agreement, the Standard Terms of Grant and (where applicable to a particular Project) the conditions of any other Funders.

4.2 In addition to complying with the specific provisions of this Agreement, the other Parties will co-operate with the Accountable Body and take such reasonable and practicable steps as are appropriate in the circumstances to assist the Accountable Body in meeting the requirements of the Grant Notification Letter and Standard Terms of Grant together with any relevant conditions of grant of any other Funders and the overall delivery of the Scheme.

4.3 The Parties agree to work together in accordance with the Principles of Working at Appendix 1. Parties will act as ambassadors for the Scheme, influencing individuals and organisations to further the aims and objectives of the Scheme and help to identify linkages between the Scheme and other programmes that can add value to the Scheme.

5. Indemnity for Third Party Claims

In the event of any successful claim in respect of any debt, liability, breach of contract, act or omission pursuant to the Scheme or any Project being made by a third party against all or any of the Parties ("Third Party Claim"), the Party whose act or omission caused the Third Party Claim (by virtue of that Party incurring a debt, liability or that Party's negligence, breach of contract, act or omission or otherwise), shall indemnify each and every other Party against any liability, costs, claims and expenses arising out of such Third Party Claim.

6. Rights and Obligations

6.1 The Accountable Body and Partners agree to manage, monitor and plan the Scheme as described in the Approved Purposes set out in the Grant Notification Letter. The Partnership Board will act as a monitoring and scrutiny group in the operational delivery of the Scheme to ensure effective and timely implementation of the LCAP, including recommendations on any changes to projects.

6.2 The Partnership Board will receive reports and recommendations through the Scheme Office on operational performance of the delivery of the Scheme.

6.3 The Partnership Board will manage the Common Fund for the Approved Purposes in the Grant Notification Letter.

6.4 For the avoidance of doubt all actions and decisions made by the Board shall be subject to the overriding obligation that the Scheme is delivered in accordance with the Grant Notification Letter and Standard Terms of Grant and any decision inconsistent with such obligations, as determined by the Accountable Body acting reasonably and in good faith (in consultation with HLF as necessary), will be invalid and shall not be binding upon or enforceable against the Parties.

6.5 The Accountable Body in carrying out its obligations under this Agreement and its obligations to HLF for the Scheme, and the Delivery Agents in delivering the Scheme, will take into account any relevant advice which may be provided by the Partnership Board acting within the terms of this Agreement.

6.6 Nothing in this Agreement shall prejudice or affect the Parties exercise of their functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed under any legislative provision, enactment, byelaw or regulation whatsoever.

6.7 The Partnership Board will be created at the commencement date of this Agreement under Clause 3 and will replace the arrangements made in the Sherwood Forest Landscape Partnership Scheme Memorandum of Understanding.

6.8 At the commencement of this Agreement, each Delivery Agent shall deliver those parts of the Scheme for which that Party is responsible as set out in the LCAP.

6.9 The Board will help to identify funding opportunities for the Scheme and projects included in the LCAP and work with the Parties to secure such funding, notwithstanding the obligations of Delivery Agents set out in Clause 12.2.1.

6.10 The Board will initiate and lobby for change as identified and agreed by Members.

6.11 The Board will oversee the legacy of the Scheme.

6.12 The risk and responsibility for the effective delivery of the Scheme is dependent on the co-operation and commitment of all Parties. However, each Delivery Agent shall bear sole responsibility to the Accountable Body and to the others for the delivery of the Project to be undertaken by that Delivery Agent pursuant to this Agreement. Responsibility for any sub-contractors shall rest with the individual Delivery Agents who sub-contract the performance of their obligations under this Agreement.

6.13 Nothing in this Agreement shall operate as statutory approval consent or licence from any Party as may be required to effect the terms of this Agreement or achieve the objectives of the Scheme.

7. Obligations of the Accountable Body

7.1. The Accountable Body shall manage the financial and contractual administration of the Grant, including the carrying out of appropriate administration of the drawdown of funds from NHMF, HLF and other Funders, and carry out appropriate monitoring and evaluation of the delivery of the Scheme. The Accountable Body shall ensure that the Scheme complies with its contractual obligations pursuant to the First-Round Pass Letter, the Grant Notification

Letter and the Standard Terms of Grant and that the Scheme conforms to HLF's reporting obligations for the duration of the Term.

7.2. The Accountable Body will ensure the timely delivery of any grant claims, achievement and budgetary information as may be required by any relevant grant conditions of other Funders it may accept.

7.3. The Accountable Body will establish and operate appropriate financial management procedures in respect of the Common Fund.

7.4. The Accountable Body will supervise management of audit procedures in respect of the Common Fund.

7.5. The Accountable Body will assist the Scheme Office to provide the secretariat for the Partnership Board and as required for any other working or sub-groups associated with the delivery of the Scheme, including arrangements for the first meeting of the Partnership Board.

7.6. The Accountable Body will receive nominations for the Chair of the Partnership Board to allow actions under Clause 9.1.

8. Partnership Board Membership

8.1 The Partnership Board shall at the date of commencement of this Agreement comprise a Board of Members to be appointed on the basis of one appointment by each Party and an Independent Chair.

8.2. Each Party will appoint a Member with a suitable level of authority within their organisation and with a comprehensive knowledge of the Scheme.

8.3. Each Member is responsible for reporting back to the Party that they represent.

8.4. The Partnership Board may invite nominations for two representatives to provide community views and interests to join the Partnership Board. The representatives will assume the same rights and responsibilities as a Supporting Member.

9. Partnership Board Arrangements

9.1 The Partnership Board will elect its own Chair, who is independent of any of the Parties, through a nomination process. The Chair, when elected, will assume the same rights and responsibilities as any other Member and additional provisions in this Agreement relating to the Chair.

9.2 A Chair may only be elected if the nomination is backed by four or more Members on the Partnership Board. The Chair shall require re-election annually. If, after a time deemed unacceptable by the Accountable Body (being no more than 2 months from the date due for appointment of the Chair), a decision cannot be reached, the Accountable Body will have the final decision on the appointment of the Chair (subject to the agreement of such person proposed).

9.3 The Partnership Board will meet quarterly for the first year of the Scheme, at venues agreed by the Members. Frequency of later meetings will be agreed by the Partnership Board at the end of the first year.

9.4 Agendas and papers will be circulated by the Chair through the Scheme staff team at least a week before scheduled meetings. Members wishing to include items on the agenda should contact the Scheme staff team at least three weeks in advance of scheduled meetings. The tabling of papers at meetings is discouraged.

9.5 The Partnership Board, through the Chair, will give direction and strategic steer to the Scheme Manager.

9.6 Each Member has one vote of equal weight.

9.7 Members with conflicts of interest with regard to particular items for discussion or decision making are expected to declare their interest and excuse themselves from that agenda item by leaving the room. Conflicts of interest may include, but are not limited to, financial or personal interests.

9.8 A Partnership Board meeting shall be quorum if at least five Members are in attendance (of which at least one Member shall be the Accountable Body and three shall be representing Partners). The Partnership Board will decide if it is allowed to conduct meetings in a way that facilitates attendance through electronic participation by persons who are not present in the meeting room.

9.9 The Board will decide whether the addition of new Parties under Clause 9.8 will require an adjustment of the quorum of the Board to reflect the relative numbers of Partners and Supporting Partners. Any change shall be dealt with under Clause 19.

9.10. Decisions by the Partnership Board are to be made by simple majority rather than unanimity.

9.10.1. In the event that there is a decision on a simple majority basis where the total votes cast by Members representing Supporting Partners outnumber Members representing Partners, the final decision shall be made by the Accountable Body (having due regard to the votes cast).

9.10.2. In the event of an equality of votes, the Accountable Body will have the casting vote.

9.11. Any Members not attending a meeting will abide by the decisions made in their absence. Members not attending may elect to send a substitute representative or make their views known to the Chair prior to the meeting on the basis of papers distributed in accordance with Clause 9.4. Proxy votes will not be allocated.

9.12. The Partnership Board may invite staff of the Scheme Office to attend Partnership Board meetings.

9.13. Members may permit additional representatives to attend its meetings to offer support on specific projects.

9.14. The Partnership Board will establish procedures for open and closed sessions and reporting of minutes.

9.15. The Partnership Board may establish thematic advisory or working groups as it sees fit, to steer the delivery of projects and to report to and advise the Board. The Board will set Terms of Reference for such working groups to include any delegated responsibilities.

9.16. Each working group will contain a representative who is a Member of the Board to report to the Board. Working groups may include further representatives from Parties, community, private, public and third sector organisations.

10. New Parties to this Agreement

10.1 Other persons or organisations may become Parties to this Agreement. The potential Party will provide a written summary of what they would bring to the group and why they wish to be involved. Their involvement must be in the best interests of the Scheme. The Partnership Board will collectively decide on whether or not to recommend the Party concerned, having regard to what new dimension the Party concerned can bring to the Partnership Board and the desirability of avoiding a size of membership that is so large as to impede its contribution to delivery and development of the Scheme. The Accountable Body will propose new Parties to HLF for approval.

10.2 Following approval by the Board and HLF, such new Party shall enter into a Deed of Adherence to this Agreement and become a Party to the Agreement under Schedule 1 or Schedule 2. All references to Parties or Party in this Agreement shall include all such persons or organisations.

10.3 Under the Deed of Adherence any such new Party shall agree to be bound by the principles and objectives of the Scheme. If joining as a Partner under Schedule 1, they will also formally adhere to Standard Terms of Grant.

11. Scheme Management Arrangements

11.1 The Grant Notification Letter will set out the responsibilities of the Accountable Body to HLF for delivery and implementation of the Scheme and shall include providing the following services on behalf of the Scheme:

11.1.1 Administering a separate financial cost centre.

11.1.2 Delivery and implementation of the operation of the Scheme as described in the LCAP and the Approved Purposes.

11.1.2 Save where Projects are set out in the LCAP, the Accountable Body will, acting reasonably and with the support and advice of the Partnership Board, divide new activities required to deliver the Scheme into such Projects as it sees fit and may either undertake such activities itself or agree for them to be undertaken by a Delivery Partner or a third party contractor on such terms as shall be agreed in writing.

11.2 The Accountable Body shall appoint or employ those staff for the Scheme Office, with responsibility for operational management of the Scheme as set out in the LCAP.

11.3 The Scheme Office shall have responsibility for reporting to the Partnership Board on a quarterly basis for the duration of the Scheme on the work entailed in delivering the Scheme and shall include designing and submitting plans to the Partnership Board in accordance with the Monitoring and Control Strategy as submitted with the second-round application.

11.4 The Accountable Body through the Scheme Office will:

- 11.4.1 Ensure that Delivery Agents follow the Standard Terms of Grant in accordance with Appendix 2 when sub-contracting implementation of project activities.
- 11.4.2 Ensure that the Delivery Agents deliver their Projects and that the overall Scheme meets and fulfils any relevant grant conditions of Funders it may accept.
- 11.4.3 Support the delivery of Projects by Delivery Agents and the involvement of community groups in the Scheme as identified and detailed in the Stage 1 application and further developed and detailed in the LCAP.
- 11.4.4 Keep accurate records of income and expenditure for the Scheme together with cash flow projections to meet the needs of NHMF, HLF and other Funders.
- 11.4.5 Keep accurate records of the achievements of the Scheme.
- 11.4.6 Maintain overall records for the Scheme and ensure that it complies with its contractual obligations pursuant to the Grant Agreement and the Standard Terms of Grant.

12. Roles and Responsibilities of Delivery Agents

12.1 All Delivery Agents shall:

- 12.1.1 Implement their individually specified Projects, according to the terms and schedules of the LCAP, and the Standard Terms of Grant, the Grant Notification Letter, and the Yearly Plans. For each Project a Yearly Plan shall be agreed between the Accountable Body and the relevant Delivery Agent initially as set out in the LCAP and thereafter in advance of each accounting and reporting year and following consultation so far as is reasonably practicable with the Partnership Board. Each Yearly Plan shall contain a full programme of work for the next year of that Project and may include project activity, output targets and commitments, and contract values as set out in the Monitoring and Control Strategy submitted with the second-stage submission. Where a number of Delivery Agents are involved in the implementation of Project work, those Delivery Agents are responsible for coordinating and ensuring they deliver their work to the required standards, agreed budgets and timescales, and for the co-ordination of any contractors.
- 12.1.2 Ensure that the detail of Project implementation conforms to originally approved schedules in the LCAP. Any anticipated or actual variance in the cost, timescale or quality of Project outputs from those specified in the LCAP or any Yearly Plan shall be reported by the relevant Delivery Agent to the Scheme Office in accordance with the Monitoring and Control Strategy and Plan.
- 12.1.3 Ensure all claims for payment against eligible Project expenditure shall be submitted to the Scheme Office by specified periodic deadlines, supported by the relevant evidence of expenditure and delivery and all prescribed documentation.
- 12.1.4 Pass adequate records to the Scheme Office for audit and monitoring purposes, including: financial accounts of Project related income and

expenditure, and performance data in relation to the anticipated benefits of the Project and to generate claims on expenditure (which may be subject to deductions for match funding and in-kind/volunteer support),

- 12.1.5 Provide the Scheme Office with any specified information that it may require for progress reports, within pre-agreed quarterly deadlines.
 - 12.1.6 Ensure that no capital works under any Project are carried out on land or property until they have acquired all necessary consents and permissions, and have consulted and complied with the regulatory requirements of the Environment Agency, Natural England, the relevant local authority and any other relevant bodies.
 - 12.1.7 Ensure that capital works that are carried out on land or property are completed to the standards set out in or specified under the LCAP or to such additional appropriate standards as may have been agreed with the Partnership Board before the commencement of the works.
 - 12.1.8 Be responsible for the provision of all the necessary personnel, insurance, accommodation and services required for the implementation of their specific Project. Each Party shall exercise proper financial control for the disbursement of all monies and use of funds related to the Scheme and shall administer their Project according to the Standard Terms of Grant.
- 12.2 In respect of Match Funding each Partner shall:
- 12.2.1 Be responsible for procuring and securing Match Funding as set out in the LCAP.
 - 12.2.2 Confirm in writing to the Accountable Body in such form as shall be agreed by the Accountable Body acting reasonably, that the required Match Funding has been secured from a Funder, together with details of any conditions placed on such Match Funding by the Funder.
 - 12.2.3 Be responsible for complying with any conditions imposed by a Funder so far as they relate to that Project.
 - 12.2.4 Use reasonable endeavours to secure replacement Match Funding in the event that Match Funding (in whole or in part) is withdrawn or enforce payment of Match Funding by a Funder if it fails to make payments when due.

12.3 Each Delivery Agent shall indemnify the Accountable Body against any expense which the Accountable Body might incur for any reason in connection with any settlement of compensation or action by a third party for recovery of damages arising from any elements of the Scheme for which that Party as Delivery Agent is responsible, unless the compensation or action for recovery of damages is due to any negligent act or omission on the part of The Accountable Body or their respective employees, agents or servants. The Accountable Body may by prior agreement with a Delivery Agent agree to suspend the requirements for that Delivery Agent stated above under this clause if that Delivery Agent demonstrates to the complete satisfaction of the Accountable Body that equivalent financial protection will be maintained for coverage of its potential professional and public liabilities.

12.6 Delivery Agents shall during the Term and for a period of six years thereafter, maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £1,000,000 (one million pounds) and public liability insurance in an

amount not less than £5,000,000 (five million pounds) and shall, on the Accountable Body's request, produce both insurance certificates and the receipt of the current year's premium. The Accountable Body may by prior agreement with a Delivery Agent agree to suspend the requirements for that Delivery Agent stated above under this clause if that Delivery Agent demonstrates to the complete satisfaction of the Accountable Body that equivalent financial protection will be maintained for coverage of its potential professional and public liabilities.

12.7 In the event that a Delivery Agent is the Accountable Body, obligations to notify or confirm to the Accountable Body within this Clause 13 shall be to the Partnership Board.

13. Financial Management

13.1 The Accountable Body shall oversee the financial management of the Scheme, guided by the Partnership Board and shall act as Grant recipient on behalf of the Parties.

13.2 The Parties shall provide financial information as required by the Accountable Body through the Scheme office, to fulfil the requirements of the Grant claim process,

13.3 All financial statements will be in a format to be agreed by the Parties with the Scheme Office and will be in accordance with the Standard Terms of Grant and the Scheme's requirements.

13.4 The Scheme Office will provide financial information to the Partnership Board as reasonably required for auditing or other purposes associated with the Board's scrutiny of financial management.

13.5 On completion or termination of the Scheme, use of any remaining funds so far as may be approved by HLF will be determined by agreement between the Parties taking into account the aims and objectives of the Scheme and any relevant advice of the Partnership Board, or if not so agreed, as HLF might determine.

13.6 Each Party is responsible for ensuring the production of an audit trail, taking account of their own auditing purposes, which is compatible with the Standard Terms of Grant and any other relevant requirements that the Scheme Office might reasonably require.

13.7 If HLF requires justifiable repayment of all or any of the funds because of the failure of a Delivery Agent to deliver their Project, that Party shall make repayment to the Accountable Body, either to the full extent of the repayment required by HLF, or in the event of the Delivery Agent's uncommitted funds being less than that sum, to the extent of its uncommitted funds. In the event of such a repayment required by HLF then remaining wholly or partly outstanding or HLF requiring such a repayment for any other reason, the Parties acting reasonably shall agree the basis on which such repayment or further repayment to match the relevant amount outstanding is to be made, taking into account any relevant advice of the Partnership Board.

13.8 If it appears that there is or may be a shortfall in funding for any reason, which may result in a need for change to the Scheme, the Parties will endeavour to secure alternative funding. The Scheme Office will inform HLF and seek to obtain its approval for any changes the Partnership Board may consider to be necessary. The Accountable Body will ensure that there is a review by the Scheme Office of funding at least four times per year.

13.9 Any overspend by a Delivery Agent in its delivery of project activity will be borne by that Party.

13.10 Each Party shall supply as soon as reasonably practicable to the Scheme Office all financial documents, insurance details and information properly required by the Scheme Office to check for compliance with this Agreement or the Approved Purposes and the Standard Terms of Grant (Appendix 2).

13.11 Each Delivery Agent shall have confirmed, on or before the date of this Agreement, whether it is registered for VAT and what percentage (if any) it may claim in respect of any Project expenditure. A Delivery Agent shall promptly notify the Accountable Body if its VAT status changes. A Delivery Agent shall not be permitted to claim any underpayment of VAT or other monies as a result of any change in its VAT status and shall promptly repay to HLF any overpayment of VAT or other monies resulting from that Party's change in VAT status.

13.12 Any VAT which cannot be reclaimed which relates to non-business activities, for expenditure incurred by Delivery Agents in the delivery of Projects, shall be included within claims submitted for reimbursement to the Scheme Office. The value of VAT will be included in the Yearly Plans and is not additional to the Project costs.

14. Assignment and Sub-contracting

14.1 Sub-contracting any part of the Scheme will not relieve a Party of any obligation or duty attributable to them under this Agreement. A Party may not assign its obligations and duties under this Agreement.

14.2 Where a Delivery Agent sub-contracts their Project to third parties or places orders in connection with the Project, it shall ensure that the third party complies with the terms of this Agreement so far as they relate to the third party's obligations. The subcontracting Delivery Agent remains liable for the actions of any of its subcontractors.

14.3 Where a Delivery Agent sub-contracts their Project to third parties or places orders in connection with the implementation of the Project, it shall obtain from sub-contractors and suppliers all customary trade benefits, subject to meeting the requirements of Clause 15.2. Any claim made by a Delivery Agent to the Accountable Body for financial re-imbursement shall take this into account by reducing by the amount of the value of the benefit that the Delivery Agent has received. This provision shall unless expressly stated otherwise be deemed to apply also to any other agreements signed between the Parties in connection with the Scheme.

15. Funding

15.1 As provided for in the Standard Terms of Grant, HLF will contribute the amount of the Grant through payments to the Accountable Body in arrears quarterly based on the presentation of invoices and records from the Scheme Office for reimbursement of funds on behalf of the Accountable Body.

15.2 In respect of Match Funding each Partner shall:

15.2.1 Be responsible for procuring and securing Match Funding as set out in the LCAP.

15.2.2. Confirm in writing to the Accountable Body in such form as shall be agreed by the Accountable Body acting reasonably, that the required Match Funding has been secured from a Funder, together with details of any conditions placed on such Match Funding by the Funder.

15.2.3 Be responsible for complying with any conditions imposed by a Funder so far as they relate to that Project.

15.2.4. Use reasonable endeavours to secure replacement Match Funding in the event that Match Funding (in whole or in part) is withdrawn or enforce payment of Match Funding by a Funder if it fails to make payments when due.

15.3 The Accountable Body will apply to HLF in respect of the Delivery Agent's relevant share of the Common Fund through the Scheme Office and provided that HLF pay such costs, the Accountable Body shall transfer the relevant share of the Common Fund to the relevant Delivery Agent and such transfer shall be effected within 14 days of the Accountable Body having received cleared Common Funds from HLF.

15.4 Notwithstanding the overall amount of the Grant to be paid by HLF, the amounts of money to be disbursed to the Delivery Agents will be quarterly in arrears following receipt from HLF of the payments to the Accountable Body and shall be based on the Project budgets as set out in the Yearly Plan.

15.5 Cash flow projections for Project expenditure, HLF reimbursements and payments will be subject to revision by the Accountable Body through the Scheme Office, in consultation with the Partnership Board, in response to changed circumstances, but always subject to the Standard Terms of Grant.

15.6 Each Delivery Agent shall provide all receipts and paid invoices in respect of any expenses or costs incurred by them as a result of the Project in accordance with arrangements and timings as agreed with the Scheme Office, up to the relevant Project budgets as set out in the LCAP and Yearly Plans.

15.7 It is agreed by the Delivery Agents that all payments made to the Delivery Agents under this Agreement shall be pre-approved by the Accountable Body in its absolute discretion and in accordance with this Agreement.

15.8 Each Delivery Agent shall submit its own claims for payment of Match Funding to its Funder in respect of its Project in accordance with the relevant Project plan and shall promptly confirm to the Scheme Office when such payment has been made. Each Delivery Agent shall immediately inform the Scheme Office if a claim for payment of Match Funding is refused for any reason.

16. Reporting and Accounting

16.1 The financial reporting year for the Accountable Body is 1st April to 31st March. The accounting and reporting year for the Scheme will be agreed by the Partnership Board with the Accountable Body to coincide with a quarter within the financial reporting year of the Accountable Body. Delivery Agents will need to provide financial information for both periods.

16.2 The Scheme Office will prepare interim financial and progress reports of the Scheme's activities and achievements for consideration by the Partnership Board and for submission to HLF for each accounting and reporting year for the Scheme.

16.3 It is agreed that the Accountable Body, Delivery Agents and Partners shall ensure that Scheme conforms to HLF's reporting obligations for the duration of the Term.

16.4 The Accountable Body through the Scheme Office will submit a Scheme Yearly Plan to HLF in advance of two months of the start of each accounting and reporting year for the Scheme.

16.5 The Scheme Office will prepare a final report of the Scheme's activities and achievements, as set out in the LCAP as an Evaluation Report, for consideration by the Partnership Board prior to submission to HLF in accordance with the Standard Terms of Grant.

17. Publicity and Acknowledgements

17.1 Any press releases or other public statements about the Scheme will only be issued in accordance with this Clause, requirements of HLF and as set out in the Communications Strategy, as updated by the Communications Plan. Wherever practicable, all Parties will be given at least five working day's notice of the issue of such materials.

17.2 All press releases whose primary purpose is to communicate aspects of the Scheme must:

- 17.2.1 Identify HLF and any other Funder (if required and applicable to a particular Project).
- 17.2.2 Contain agreed Notes for Editors about the Scheme (as agreed in the Communications Strategy).
- 17.2.3 Have the final approval of the Accountable Body (not unreasonably withheld or delayed).

17.3 The Delivery Agents agree that, in conducting the respective Projects and in publicising their work, full recognition will be given to the support of each contributing party, including HLF. Any such publicity material shall be distributed by the relevant Delivery Agent to the other Parties at least 5 working days in advance of publication.

17.4 Where an individual Party is contacted by the press about a Project, the Party shall use all reasonable endeavours to represent the interests of the Scheme faithfully and inform all Parties of the press inquiry. As good practice the Parties will refer to the Scheme as a joint initiative when communicating the Scheme through other media. The conditions laid out in this clause will apply until one year beyond the Term.

18. Resolution of Disputes

18.1 Any disagreements will normally be resolved amicably at working level within 14 days. In the event of conflict between any of the Parties, the Parties should refer to the terms of this Agreement and the Standard Terms of Grant. If the disagreement remains unresolved after the expiry of the 14 day period referred to above, the matter shall be dealt with in the following manner:

- 18.1.1 The dispute shall in the first instance be referred to the Accountable Body by any Party to this Agreement to facilitate the resolution of the dispute. A meeting shall be arranged as soon as practicable and in any event within 14 days.
- 18.1.2 Any disputes arising out of this Agreement that cannot be otherwise resolved, for example through mediation, will be referred to a mutually agreed arbiter

whose decision shall be final and binding on all Parties. The costs of any such referral will be determined by the arbiter.

18.2 Any dispute concerning the construction, validity and performance of this Agreement not resolved pursuant to Clause 18.1 will be determined according to English law, and the Parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts in any actions arising out of this Clause.

19. Amendments to this Agreement

Any amendments to this Agreement must be approved in writing by all of the Parties and will not take effect until any necessary approval has been obtained from HLF in accordance with the Grant Notification Letter and the Standard Terms of Grant.

20. Termination of this Agreement

20.1. The Accountable Body acting reasonably and in good faith shall be entitled to determine upon consideration of relevant information that a material breach of an essential term of this Agreement has been committed by a Party without reasonable cause.

20.2 The Accountable Body may seek the termination or suspension of a Party or of the delivery of a Project by a Delivery Agent (“the Exiting Party”) where:

20.2.1 The Accountable Body (acting reasonably) determines that a material breach of an essential term of this Agreement has been committed by an Exiting Party without reasonable cause and, the Accountable Body having written to the Exiting Party requesting that such breach be remedied within such reasonable time as may be specified in writing by the Accountable Body (and in any event not less than 30 days), the breach is not remedied; or

20.2.2 An Exiting Party becomes insolvent, bankrupt, enters into voluntary liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction (save for the purposes of a solvent reconstruction or amalgamation).

20.3. The Partnership Board shall meet to consider the alleged breach or insolvency of the Exiting Party and shall be entitled, but not bound, to terminate the involvement of the Party concerned.

20.4. If the Partnership Board approves the termination or suspension of a Exiting Partner on the above grounds the Accountable Body shall promptly approach HLF for approval for such action and:

20.4.1 The Exiting Party shall repay to HLF, Accountable Body or Funder (as required) any sums it has received which it has not expended in respect of the Project and the Scheme.

20.4.2 The Accountable Body may (at its option) seek the approval of HLF to permit another Delivery Agent to undertake the obligations and receive the payments due to the Exiting Party and such other terms as shall be agreed.

20.5 The Exiting Party shall resign its membership of the Partnership Board.

20.6 Subject to the agreement of HLF and any conditions HLF may impose, this Agreement may be terminated on not less than 6 months’ written notice with the unanimous consent of

the Partnership Board in the event that technical difficulties render the Scheme undeliverable. In the event of such termination:

20.6.2 The Parties will (with prior Partnership Board approval) agree such provisions as shall be required to manage the termination of the Scheme (including provisions for remaining intellectual property rights and archival management of the Scheme).

20.6.3 With the prior approval of HLF, the Accountable Body will pay to each Delivery Agent from the Common Fund such sums each Delivery Agent has properly expended including reasonable outstanding commitments already entered into at the date of termination.

20.7 The Accountable Body shall immediately notify the Partnership Board in the event that it is in material breach of an essential term of this Agreement or becomes insolvent. The Partnership Board may (if it unanimously agrees) decide that the Accountable Body is in material breach of an essential term of this Agreement or becomes insolvent and shall notify the Accountable Body accordingly. In the event of either notification, the Partnership Board shall take the place of the Accountable Body for the purposes of this Clause 20 and the Accountable Body shall be treated as an Exiting Partner.

21. Intellectual Property

21.1 All intellectual property rights in any information or material provided by one Party to any other Party pursuant to this Agreement shall remain the property of the Party that owned such intellectual property rights prior to such introduction.

21.2 Subject to the terms of any relevant third party licences each Party grants the other Parties and the Partnership Board a non-exclusive, non-transferrable licence to use all such pre-existing information and material supplied pursuant to this Agreement for the purposes of the Scheme (which may not be sub-licensed save with the consent of the contributing Party) for the duration of the Term.

21.3 Parties agree that any intellectual property and products funded through the HLF grant (including but not limited to created literary, dramatic, musical, artistic works, sound recording works) is made available to other Parties for use by others under the Creative Commons licence 'Attribution Non-commercial' (CC BY-NC) for five years from project completion, unless agreed otherwise with written consent. Products shall be available free of charge for five years from the Scheme completion

22. Personal Data, Confidentiality and Freedom of Information

22.1 The Accountable Body will enter into Data Sharing Agreements with Parties for any personal data relating to individuals.

22.2 Each Party shall treat as confidential all confidential information obtained from another Party) under or in connection with this Agreement and shall not disclose such confidential information other than to persons identified by the Parties as able to receive such information or as otherwise required by law and shall not use any confidential information otherwise than for the purposes of the Agreement.

22.3 Each Party shall take all necessary precautions to ensure that all confidential information obtained under or in connection with this Agreement is given to each member of staff and/or to any third party only to the extent necessary for that member of staff and/or that third party's activities in relation to the interpretation and execution of this Agreement

and is treated as confidential and not disclosed (without prior approval of the relevant Party) or used by any member of staff or third party otherwise than for the purposes of this Agreement. Where confidential information that is stored or recorded by whatever means is eventually disposed of, it must be disposed of in such a way as to retain the confidentiality required under this Agreement.

22.4 The provisions of this clause shall not apply to any information which is or becomes public knowledge (otherwise than by breach of this Clause 22; which was in the possession of any Party without restriction as to its disclosure before receiving it from the relevant Party or Parties or which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

22.5 On termination of this Agreement (for whatever reason) each Party shall (subject to their internal document retention policies) return to the relevant Party or Parties any confidential information (without retaining copies thereof) provided solely for the purposes of this Agreement.

22.6 The Parties acknowledge that a number of them are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and that all Parties shall assist and co-operate the Party subject to the FOIA and EIR as necessary to comply with these requirements. It is also agreed that this Clause 22 is also subject to such requirements. The Parties subject to the FOIA and EIR agree that they will notify and consider (so far as is reasonably practicable) representations made by another Party before the disclosure of any materials marked confidential by another Party.

23. No Legal Partnership

For the avoidance of doubt it is expressly stated that the entering of this Agreement does not constitute a legal partnership amongst the Parties.

24. Counterparts

This Agreement may be executed in a number of counterparts and by the Parties to it on separate counterparts each of which when executed and delivered will be an original.

25. Law

This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the non exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement.

26. Rights after Termination

The termination of this Agreement however caused shall be without prejudice to any obligation or rights of any Party which shall have accrued prior to such termination of this Agreement which expressly or by implication provided to come into effect on or to continue with effect after, such termination or cesser.

27. Waiver

No failure to exercise and no delay on exercising on the part of any Party any right, power or privilege under this Agreement shall operate as a waiver of it nor shall any single or partial

exercise of any right, power, privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

28. Third Party Rights

The terms of this Agreement are not enforceable under the Contract (Rights of Third Parties) Act 1999 by any person not a Party.

[END OF CLAUSES]
[SIGNATURE PAGE(S) FOLLOW]

DRAFT

IN WITNESS WHEREOF this Agreement has been signed by the parties

Signed for and on behalf of Nottinghamshire County Council of County Hall, Loughborough Road, West Bridgford, Nottingham NG2 7QP

In the presence of
Date

SCHEDULE 1 PARTNERS

Signed for and on behalf of Groundwork, Creswell, Ashfield and Mansfield

In the presence of
Date

Signed for and on behalf of Natural England

In the presence of
Date

Signed for and on behalf of Nottinghamshire Wildlife Trust

In the presence of
Date

Signed for and on behalf of RSPB

In the presence of
Date

Signed for and on behalf of Rural Community Action Nottinghamshire

In the presence of
Date

Signed for and on behalf of The Forestry Commission

In the presence of

Date

Signed for and on behalf of The Friends of Moor Pond Woods

In the presence of
Date

Signed for and on behalf of The Greenwood Partnership

In the presence of
Date

Signed for and on behalf of The Sherwood Forest Trust

In the presence of
Date

DRAFT

SCHEDULE 2 SUPPORTING PARTNERS

Signed for and on behalf of Groundwork, Creswell, Ashfield and Mansfield

In the presence of

Date

Signed for and on behalf of Natural England

In the presence of

Date

Signed for and on behalf of Newark and Sherwood District Council

In the presence of

Date

Signed for and on behalf of Nottinghamshire Wildlife Trust

In the presence of

Date

Signed for and on behalf of RSPB

In the presence of

Date

Signed for and on behalf of Rural Community Action Nottinghamshire

In the presence of

Date

Signed for and on behalf of The Forestry Commission

In the presence of

Date

Signed for and on behalf of The Friends of Moor Pond Woods

In the presence of
Date

Signed for and on behalf of The Greenwood Partnership

In the presence of
Date

Signed for and on behalf of The Sherwood Forest Trust

In the presence of
Date

DRAFT

In accordance with the Definitions set out in the Partnership Agreement Relating to From Miner to Major – the real Sherwood Forest Landscape Partnership, meanings apply to any schedules and appendices to the Agreement.

APPENDIX 1 PRINCIPLES OF WORKING

The Parties will endeavour to work together in line with the following principles to support fulfilling the requirements of the Agreement.

1. General principles

- 1.1. Support in principle the Scheme as described in the LCAP.
- 1.2. Work within the Partnership and the terms of reference for the Partnership as set out in this document
- 1.3. Work to the consensus-building guidelines outlined below.
- 1.4. Attend and participate in meetings as required.
- 1.5. Make appropriate staff time and financial allocations to those Projects with a legitimate interest (as far as organisational resources will permit).
- 1.6. Help to identify linkages between the Scheme and other programmes or policies that can add value to the Scheme.
- 1.7. Work together with the other parties to agree appropriate research and monitoring in Sherwood Forest and take note of its findings.
- 1.8. Encourage the use of collaborative and innovative methods to deliver projects.
- 1.9. Share with the Members any research or monitoring data collected, which is of relevance to the future management of Sherwood Forest.
- 1.10. Contribute to the on-going management and maintenance of any projects with which we have a legitimate interest.
- 1.11. Work together with the other parties to raise match-funding, finance and other resources, in order to contribute to the Scheme outcomes outlined in point 1.1 above.

2. Working through consensus

- 2.1. The aim of consensus working is to collaborate as partners to identify solutions to issues in Sherwood Forest.
- 2.2. All parties will seek to work constructively in a consensual manner.
- 2.3. Whilst groups may on occasion disagree, there are often some underlying common needs or common ground, which should be used as the basis for progress.

- 2.4. In the event of disagreement, the issue will be determined in accordance with Clause 18 (Dispute Resolution Procedure).

3. Agreement on Consensus Based Working

- 3.1. Parties agree to speak directly to each other and reach agreement openly through collaboration.
- 3.2. Every effort will be made to reach agreements acceptable to all parties, and decision-making by reference to voting will only be used when agreement has not been reached and as a measure of last resort.
- 3.3. People will work from an open position, where their interests are stated and understood.
- 3.4. People accept, and are willing to work with, each group's differences in order to reach a consensus that benefits all and achieves the outcomes of the Scheme.
- 3.5. The process for joint working and collaboration will be designed to be inclusive and transparent.

4. Group agreement

- 4.1. We need to share information collectively and to be honest about what cannot be shared.
- 4.2. We will respect the decisions that we reach, but these decisions should and can be reviewed over time.
- 4.3. We will respect other people and their views and agendas, as we would have them respect ours.
- 4.4. We undertake to canvass the views of others, gather information and network as required.
- 4.5. We understand the need to discuss the outcome of group discussions with others within our organisations.

APPENDIX 2 LANDSCAPE PARTNERSHIP STANDARD TERMS OF GRANT

Landscape Partnerships

Grants from £100,000 to £3,000,000

Standard terms of grant (17.05.13)

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant, or submit to us from your Development Work.

Approved Purposes – the purposes for which you have applied for the Grant and how you or others ('a Third Party' or 'Third Parties') intend to carry out those purposes as set out in your Application, but taking account of

a. any changes to the list of Landscape Partnership Programmes or other purposes we and you have agreed in writing up to the date of our decision to award you the Grant, and any changes that we tell you about in the Grant Notification Letter; and

b. any changes to the list of projects you sent with your Application which may be amended from time to time without written approval beforehand. Approved Purposes include you getting and using partnership funding as set out in your Application.

Approved Usage – how you said you would use Your Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

Development Work – the work involved in progressing your Scheme to your second-round submission, including the production of designs, plans, and other documents.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Scheme.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant telling the story of the Scheme, its achievements and lessons learned.

First-Round Pass Letter - our letter confirming that you can proceed to the second-round. This will identify any Development Work you need to do before you send in a second-round submission

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

Grant Notification Letter – our letter confirming our Grant award to you after your second-round submission.

How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor the Scheme and agree any changes to the Grant.

Scheme – the landscape partnership scheme referred to in your Application that consists of, or includes, the Approved Purposes.

Scheme Completion Date – the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Third Party – anybody (other than you) who owns or controls property listed in the Application

Third-Party Contract – a contract that you enter into with a Third Party in line with paragraph 27 (c) of this Contract.

Third-Party Property – any property identified in the Application that belongs to or is controlled by a Third Party.

Your Property – any property that you buy, create, receive or restore that is funded by the Grant including Digital properties, intellectual property rights (if any) and any documents that you produce or order as part of the Approved Purposes.

Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use Your Property, or allow it to be used, only for the Approved Usage.
5. As well as these terms of grant, you must follow the conditions (if any) set out in the First-Round Pass Letter and Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Scheme development

7. The First-Round Pass Letter may offer to provide you with funding for Development Work. If it does these terms of grant will also apply to that funding but with the following changes:

- a. when they refer to “Approved Purposes” this means your Development Work.
- b. when they refer to “Approved Usage” this means you using the product of the Development work to further the Scheme.
- c. when they refer to a “Grant Expiry Date” this is the date set out in the First-Round Pass Letter by which you must complete the Development Work.
- d. when they refer to “Grant” this means the amount of funding for the Development Work set out in the First-Round Pass Letter.
- e. when paragraphs 5 and 43 refer to the “Grant Notification Letter” this means the First-Round Pass Letter.
- f. paragraphs 9a, 9c, 16, 17 and 18 will not apply.

Monitoring the Scheme

8. You must give us any financial or other information and records we may need from time to time on the Grant, Your Property, Third Party Property, the Approved Purposes (and achieving them) and the Approved Usage.

9. You must allow us (or anyone we authorise) to have any access we may need to:
- a. inspect Your Property, Third Party Property and any work to Your Property or Third Party Property;
 - b. monitor the conduct and progress of the Approved Purposes; and
 - c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of the Scheme at times agreed with us.

10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of your anti-fraud measures.

11. We will monitor the progress of the Scheme and will carry out checks at and after completion of the Scheme to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us.

12. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using Your Property for the Approved Usage. On completing the Scheme, you must submit your Evaluation Report before we will release the final Grant payment.

Procurement

13. Before you or a Third Party start any phase of the work needed to achieve the Approved Purposes, you or a Third Party must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you or a Third Party to finish that phase of the work. Works contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you or a Third Party want any contracts to be on different terms, you must get our approval beforehand.

14. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Programme Application guidance.

Your Property

15. If you use any of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, you must continue to own it and keep exclusive control over what happens to it. You must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.

a. that you pay us a share of the net proceeds of selling or letting Your Property within one month of parting with the assets or other goods;

b. that you sell or let Your Property at its full market value;

c. any other conditions we think fit.

16. You must maintain Your Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring Your Property, you must maintain it in good repair and condition after the work has been done. You must maintain, manage or conserve Your Property in accordance with the version of the landscape conservation action plan that we have approved.

17. You must insure or procure the insurance of any works undertaken as part of the Scheme on Your Property under a contractors' all risks insurance policy

18. You must keep any objects or fixtures (if any) that form part of Your Property in a physically secure and appropriate environment.

19. You must tell us, in writing, within five working days about any significant damage to Your Property.

20. You must arrange for the general public to have appropriate access to Your Property. You must make sure that no person is unreasonably denied access to Your Property.

Publicity and acknowledgement

21. We may make the purpose and amount of the Grant public in whatever way we think fit.

22. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.

23. You must also provide us with digital images in electronic format of your Scheme – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get

all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

24. You agree to:

- a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
- b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;
- c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;
- d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the Scheme Completion Date;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

25. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* as long as:

- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
- b. we are satisfied that you or a Third Party are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
- c. the total amount of the Grant you have received is not more than the total of the annual cash flow projection (as set out in the Application) up to the date on which you ask for an instalment of the Grant.

26. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

Third Party Contracts

27. If the Approved Purposes involve a Third Party using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third-Party Property', we will only pay you that part of the Grant on the conditions set out in *Receiving a grant* guidance and if:

- a. you have sent us any details of the Third Party and of the Third-Party Property that we need to see and approve in line with *Receiving a grant*;

b. no work or alterations have been carried out to the Third-Party Property' since you included it in the Application, which you believe make it less valuable as a heritage asset; and

c. the Third Party has entered into a Third-Party contract with you that allows you to enforce against the Third Party, in relation to their Third-Party Property and the part of the Grant you have set aside for them, terms that are no less strict than these terms of grant.

28. If a Third Party breaks any of the terms of its Third-Party Contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a Third Party. You must work out the share in line with *Receiving a grant*. You must pay us this money immediately.

29. If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a Third Party. You must also make sure that all Third -Party Contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a Third-Party Contract being broken.

30. You must not use any part of the Grant towards work on Your Property or Third-Party Property without getting our written permission beforehand if that part of the Grant has been identified in the Grant Notification Letter as one which you must refer to us before you offer it.

31. Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives Third-Party Property from a Third Party:

a. insures the Third-Party Property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances;

b. maintains the Third-Party Property's character and appearance, bearing in mind the area it is based in;

c. keeps to any other conditions we say must be followed before the Third-Party Property is sold; and

d. repays you in line with the conditions of *Receiving a grant* for repaying the Grant.

32. You must take all reasonable steps to monitor and, unless we agree otherwise:

a. enforce against anyone who buys or receives Third-Party Property from a Third Party the conditions referred to in paragraph 31 a), b) and c) above;

b. recover any amounts owed to you in connection with paragraph 31 d); and

c. pay us a share of any amount you recover. You must work out this share in the same way as under paragraph 28 of these terms of grant.

33. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:

a. you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;

b. you have, in our opinion, given us fraudulent, incorrect or misleading information;

c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;

d. any competent authority directs the repayment of the Grant;

- e. there is a significant change in your status;
- f. you knowingly withhold information that is relevant to the content of your Application; or
- g. you fail to keep to any of these terms of grant.

34. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.

35. If you sell or otherwise part with all or part of Your Property without our permission under paragraph 15, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 33.

General terms

36. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.

37. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.

38. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.

39. We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.

40. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.

41. Any notice, request or other document we or you send to each other under these terms of grant can be delivered or sent by any effective means.

42. Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.

43. These terms of grant will last for the period set out in the Grant Notification Letter.

44. These terms of grant cannot be enforced by anybody other than you or us.

45. We may stop funding in line with these terms of grant if, within two years of the date of the Grant Notification Letter, you have not spent at least 20% of the Grant.

46. If we stop funding in line with paragraph 45, you may still claim amounts you have offered to Third Parties but have not yet paid them at the date we stop funding. You may also claim any amounts we agree should still be available for you to carry out work to The Property.

47. If we stop funding under paragraph 45, you must (if we ask you to) transfer any Third-Party Contracts to us or to someone we choose.

DRAFT

SOCIAL MOBILITY INDEX REPORT NOVEMBER 2017

1.0 Purpose of Report

1.1 This paper seeks to provide Members with a summary of the State of the Nation 2017 report produced by the Social Mobility Commission and published in November 2017. In addition, the paper provides recommendations for consideration by the Committee.

2.0 Background Information

2.1 The Social Mobility Index (SMI) explores how geographical location can affect social mobility for individuals growing up and choosing to live in different areas. The index combines a range of indicators into one figure and uses this to provide a ranking between different areas. It seeks to answer the question: 'What are the differences between different local areas in the chances that a child from a disadvantaged socioeconomic background has of doing well as an adult?' The index measures social mobility indicators in each major life stage from early years through to working lives. It examines what happens in the early years where significant gaps open up between children from disadvantaged backgrounds and their more fortunate peers. In total, there are 16 key performance indicators (KPIs) to assess which parts of the country have the best social mobility outcomes and which have the worst. Although the report is in its fifth year, the format has been changed and this means that it is not possible to compare previous reports with the current report. The full report can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/662744/State_of_the_Nation_2017 - Social Mobility in Great Britain.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/662744/State_of_the_Nation_2017_-_Social_Mobility_in_Great_Britain.pdf)

2.2 The index is divided into four sections which are: early years, school, youth and working lives. Key findings from the report include:

- ❖ A stark social mobility postcode lottery exists in Britain today, where the chances of being successful if you come from a disadvantaged background are linked to where you live.
- ❖ The best performing local authority area is Westminster and the worst performing area is North Somerset.
- ❖ The Midlands is the worst region of the country for social mobility for those from disadvantaged backgrounds – half of the local authority areas in the East Midlands and more than a third in the West Midlands are social mobility cold spots.
- ❖ Coastal and older industrial towns – places like Scarborough, Hastings, Derby and Nottingham – are becoming entrenched social mobility coldspots.
- ❖ Social mobility gaps open up at an early age with disadvantaged children 14 percentage points less likely to be school-ready at age five in coldspots than in hotspots: in 94 areas fewer than half of disadvantaged children are ready for school aged five.

2.3 Although there is some discussion as to the methodology utilised, Newark and Sherwood was ranked second worst in the overall table for Social Mobility. Ashfield was in eighth and Nottingham thirteenth. There are 65 listed local authority areas in total. The East Midlands region has the lowest social mobility scores in the country with the worst outcomes for disadvantaged children during early years, school and life stages. There are more significantly more coldspots in suburban manufacturing areas, remote countryside and coastal areas and former industrial areas. The report notes that older industrial towns with a mining or manufacturing legacy, such as Barnsley or Mansfield do very badly for social mobility. Coastal and rural areas also suffer from poor transport links both in terms of public transport and roads.

The North East and East Midlands have the lowest performance on the youth social mobility indicators. In both areas, careers support has – until recently – been the lowest in the country. Both regions also have fewer high-level apprenticeships and fewer large employers than other regions, which tends to mean fewer entry- level jobs.

2.4 In terms of early years social mobility indicators, NSDC is in twentieth position in terms of coldspots. Interesting to note that Ashfield is in twelfth position and Cambridge is in eighteenth position.

2.5 On the schools social mobility indicators NSDC does not fall in the worst 32 coldspot areas. Although there are a significant number of local authority areas within this table including Northampton, High Peak, South Derbyshire and Amber Valley that fall within the East Midlands for the purposes of the Social Mobility Index.

2.6 The youth social mobility indicator reflects the transition from school to work and NSDC is ranked the worst coldspot for this indicator. The press release issued by NSDC does reflect on the issues behind and is copied at para 2.8. Ashfield is in sixth position with Gedling at tenth and Broxtowe at twelfth position.

2.7 The working lives indicator tracks aspects including average salary, house prices, people with managerial and professional occupations and percentage of jobs that are paid less than the applicable Living Wage Foundation living wage. NSDC does not appear in the worst 32 local authority areas for this indicator.

2.8 To place the index in context, below is the press release from NSDC issued on 28 November 2017:

‘The report identifies a ‘local lottery’ where there is little social progress for people from disadvantaged backgrounds and it highlights poor educational performance (1) as a key factor in constraining social mobility.

Newark and Sherwood needs an urgent injection of sustained investment to overcome the challenge of social immobility. (2)The area has three big challenges which have not featured as priorities for successive Governments:

1. A historic dependence on declining traditional industries which has left a legacy of low skills and low aspirations.
2. Poor educational performance over decades.

3. Under-investment in infrastructure which has resulted in poor connectivity and economic productivity.

The Social Mobility Commission has said “National Government has a leading role to play in tackling the local lottery in social mobility. ”The Leader of Newark & Sherwood District Council, Councillor Roger Blaney, agreed and has repeated his call for a major investment plan to address social mobility. Speaking in a response to the publication of the 2017 Social Mobility Index he said:

“Newark and Sherwood has a strong economy – we’ve created jobs and reduced unemployment to 1.3% (well below the national average). But this strength is undermined by social and structural weaknesses which mean that opportunity is not available to everyone. Many communities in the East Midlands have been left behind as London and the South-East of England have prospered. This is a challenge which needs to be met with urgency.

I am calling on Government to support our community with a new three-point investment plan:

1. Build on the recent secondary school improvements we have witnessed by ensuring our schools are properly funded and don’t have to make further budget cuts. Inject new funds into programmes to work with our 18-24 year olds so that they don’t become a lost generation.
2. Help us address the chronic infrastructure problems which are holding back our economy, particularly road infrastructure such as the A46/A1 around Newark ⁽³⁾ and the A614 in the west of the district. Help us unlock housing investment by supporting our Housing Infrastructure Fund bids ⁽⁴⁾ and lifting the borrowing cap on our Housing Revenue Account now so we can build more social housing. ⁽⁵⁾
3. Work with our local employers to inject investment into up-skilling our local workforce and improving productivity. Improve the careers advice in schools so young people can make informed career choices.

Services cost more to run in rural areas and economic opportunities are harder to find for those who really need them. Rural areas need to be the focus of attention for Government to prevent them falling further behind. It’s time we had Rural Deals ⁽⁶⁾, new funding streams and a Rural Commission to keep the spotlight on areas that are falling behind.”

[1] The report breaks down educational performance in County areas into its constituent districts even though educational policy is determined by County Councils, and more recently by Academies and Trusts. This helps to highlight pockets of poor performance where they might otherwise be hidden by good performance elsewhere.

[2] The Social Mobility Index Report 2017 states that “there is no correlation between the affluence of an area and its ability to sustain high levels of social mobility.” For example, disadvantaged young people in relatively prosperous areas can be somewhat neglected.

[3] The A46 around Newark is one of the most important infrastructure priorities for the East Midlands Region. Currently the single carriageway road and sub-standard junctions to the A1 lead to significant congestion and have a major impact on local, regional and national economic productivity. Newark & Sherwood District Council, Nottinghamshire County Council and East Midlands Council have been pressing Highways England and the Government to accelerate investment in a scheme but the improvements are unlikely to be delivered in the next decade.

[4] Newark & Sherwood District Council has submitted a bid for £35 million to unlock the road infrastructure.

[5] Newark & Sherwood District Council has been in dialogue with the Government for over a year about becoming a pilot for new flexibilities in delivering social housing. The Council would be able to build an additional 200+ homes for social rent if it could have flexibility around the use of 'Right-to-Buy' receipts and an extension to the borrowing cap on its Housing Revenue Account. An announcement was anticipated in the Budget but it did not materialise.

[6] In the last three years, the Government has announced nine devolution deals and twenty six City Deals in England which have devolved money and powers to a more local level. Over the same period there have been no Deals for Rural Areas.

3.0 Proposals

3.1 A number of actions have been taken over the past few years to begin to address the youth indicator and the subsequent higher level of those unemployed between the ages of 18 and 24. At the November Economic Development Committee Members approved the revised Economic Development Strategy in which, support for the above group was a high priority. This sits alongside campaigning for infrastructure, both road and rail, additional support for schools and indeed supporting initiatives through NSDC such as Schools projects, Careers Expo, transport pilot, HGV training and FLT training. **Appendix One** details some recent successes.

3.2 The Economic Growth team also work closely with partners to deliver a cohesive approach to supporting individuals into work. This includes organisations such as the DWP, third sector organisations and training providers, alongside internal colleagues – for example with Housing Options. A meeting of internal colleagues is to be held in order to identify areas of collaboration and to ensure a cohesive strategy moving forwards.

3.3 The Employment and Skills Group (local schools, third sector, university and related organisations) met and discussed the issues raised by the Social Mobility Index. A number of actions were suggested and will be progressed where appropriate and these include:

- ❖ Work to be carried out with the families as a whole and not just the young people. Lack of aspiration can run deep.
- ❖ Introduce a Youth Parliament or young people's forum in both Sherwood and Newark to bring groups together. This must not be run as a token gesture as young people need to know they are being listened to.
- ❖ Work with an "alternative curriculum". Engage the students in what they find interesting although this will required additional support and this is only in place for the most disaffected children, this net needs to widen. The Dukeries already have an alternative curriculum in place : Bicycle repair shop; Stables and in Construction.

3.4 There is also an opportunity to undertake some additional support work with the groups identified within the report through the schools and youth stages. At present there are 113 people aged 18 – 24 in Newark and the figure is being confirmed for Sherwood. This could include opportunities for one to one interventions, some group interventions through expert organisations such as the University and supported by local third sector organisations, alongside work place experience, support for entry level qualifications and transport to work provide the opportunity to best support this age range. Without some further intervention, the issue will continue in coming years. Alongside support for housing and multiple needs, an allocated programme with a budget would allow for real change to be supported for a relatively small amount of investment. This would be combined with some support for projects in primary and secondary schools in order to support those currently in the education system. The support could be co-ordinated through NSDC and provided by most relevant organisations over the next 12 months. This would require provision of a maximum budget of approximately £60k.

For example:

- ❖ To deliver two one to one employability sessions for each of the 18 – 24 cohort (assuming a total of 300 in the cohort); a total of 600 sessions at £40.00 per session is £24k.
- ❖ Delivery of group employability sessions at £300 per session for 15 delegates equates to 40 sessions where each individual has 2 sessions would be £12k. This then works out as an investment of £120 per individual using £36k over the 300 people within this cohort.
- ❖ External provision of schools projects at £300 per day for 40 one day sessions in schools across the district would be £12k
- ❖ Support for transport, venues, relevant qualifications and to provide some support to the possible establishment of outlets for the Nottingham Credit Union would be £12k

It is proposed that further research is undertaken to develop a fully costed proposal for the next Economic Development Committee.

3.5 Early Years Provision

Issues around Early Years provision are largely out of the jurisdiction of the district council, however meetings are taking place to understand what support may be possible in order to improve on the current situation. The following points highlight the current position:

- ❖ HMRC will not pay the funding if parents have not registered and have received a code before the end of the term before attending nursery.
- ❖ A Bid went into the DfE on 15/12/2017 for LA s' to be able to put together a strategy to enable more children to attend a nursery provision.
- ❖ Currently 6 census dates throughout the year for nurseries to submit number for take up.
- ❖ The low take up registered within Newark could be due to the DOBs' and children who are not 3 and have not needed 2 year old funded places have yet to take them up, or are having issues regarding registration.
- ❖ Shortages of provision within Newark: Balderton West and Beacon Ward have the fewest providers.
- ❖ Funding is "top sliced" by 1% in Nottinghamshire.
- ❖ Funding for 3 and 4 year olds does not cover the hourly rate for the child to attend the provision in many cases (not all as some authorities pass on the whole amount to the provider).
- ❖ Evaluation of Early Rollout of 30 Hours Free Childcare report provided by National Day Nurseries Association: Main issues are below but link to report is: <https://www.gov.uk/government/publications/early-rollout-of-30-hours-free-childcare-evaluation>
- ❖ Low funding rates was the biggest reason cited by providers for not taking part in this scheme which matches research.
- ❖ Following years of chronic underfunding, this is having a detrimental effect on sustainability and some nurseries are going out of business as a result.
- ❖ The report clearly highlights the ongoing increased delivery costs that providers face, such as rising business rates and National Living Wage, which have not been taken into account within the funding formula. This needs to be done urgently.
- ❖ 30 hours free is misleading and raises false expectations of parents. These hours need to be called subsidised, not free.

- ❖ With regards to whether the pilot providers were offering 'flexible and free' hours, the National Day Nurseries Association strongly urge the government to allow nurseries to deliver this scheme in a way which suits their own businesses. If this means charging parents for additional services or only offering it during certain hours in the week, that has to be a business decision in order to balance the books. If providers are not allowed this flexibility, then they risk seeing many more businesses closing their doors.

3.6 The Economic Growth Team continue to work with local employers to encourage the take up of Apprenticeships and discuss opportunities for entry level employment as well as higher level roles. It is crucial that this work is placed in context of the high employment levels in the district as well as the incredible development of existing and new businesses that exist within Newark and Sherwood.

4.0 Equalities Implications

4.1 In terms of recommendations, there are only positive equalities implications within the proposals made in this report.

5.0 Impact on Budget/Policy Framework

5.1 There is a potential budget implication and a detailed proposal will be presented to the next Economic Development Committee

6.0 RECOMMENDATIONS that:

- a) **the Committee endorses the collaborative work being undertaken by NSDC relating to issues highlighted in the Social Mobility Index; and**
- b) **the Committee supports further research into opportunities to provide additional support to improve the situation relating to the outcomes of the social mobility index and to receiving a further report to the next Committee meeting.**

Reason for Recommendations

The recommendations will support those residents in the district on their journey to employment and provide school age children with opportunities to explore career opportunities available to them.

Background Papers

Social Mobility Index – State of the Nation Report 2017

For further information please contact Julie Reader-Sullivan on Ext 5258

A. Statham
Director - Communities

Think BIG Loan Fund Expressions of Interest

The number of Expressions of Interest submitted since 2012 to Newark and Sherwood District Council totals 55. Of these, 19 or 34.5% have been awarded a loan. 1 declined the offer. Of the 18 or 33.33% who accepted the loan, 88.89% were awarded the Think BIG loan of between £25k to £150k and 11.11% a Pathfinder loan between £5k to £25k.

Since April 2015, 36 of the 55 were not awarded a loan. 5.5% of the Expressions of Interests were from Pathfinder applications. 27.7% have been offered further support via other streams through Nottingham Business Ventures (NBV) and D2N2 for Business Coaching and Mentoring. 5 or 31.35% of the Think BIG loans have been repaid in full, 2 or 40% of these were repaid early.

HGV Driver Training Pilot Outcomes

In October 2016, 37 individuals showed an initial interest in an Insight Information sessions held at the Job Centre in Newark for the pilot programme. 23 or 62.16% of the initial 37 people identified attended the event. 13 of the 23 or 56.52% passed their medicals and went on to sit their theory tests. Seven progressed to their practical tests with four passing at the first attempt. Two passed on their second attempt (funded by NSCC). One passed at the third attempt (2 funded by NSDC and 1 by DWP due to the minor errors in the 2nd). As a result of the programme five of the candidates are employed in permanent jobs, four of which are as drivers. One pursued a career as an LGV driving instructor and another who took another job has since found full time employment as a driver. The success rate of the pilot equated to 53.85%, just over half of the initial number have completed the training and found employment as a result.

Fork Lift Truck (FLT) training and Low Level Order Pickers (LLOP) outcomes

In April 2016 NSDC made a contribution to cover the combination of FLT and LLOP training primarily to assist with Know How recruitment and on the understanding that people will have a 12 week minimum contract. This was a working partnership between NSDC, Ambitions Personnel and Know How. The training was for residents within Newark and Sherwood who were seeking employment. The programme ran for a 12 month period from April 2016 to March 2017. Throughout this period a total of 57 candidates, 51 or 87.93% were previously unemployed accessed the training course. 7 individuals or 12.07% upskilled in their FLT training. 81.04% of those accessing the training were from Newark and 18.96% from the West of the District, including Ollerton, Bilsthorpe and Edwinstowe. The contribution made by NSDC made a difference for those out of work to contribute to the local economy.

Clipper Logistics Apprenticeship Academy outcomes

Between 2010 and 2012, 114 individuals employed at Clipper Logistics undertook and passed their NVQ Level 2 in Warehousing and Logistics. Due to the expansion of the site in 2012 adding a 13,935sq m extension to their existing 18,628 sq metre warehouse; further recruitment and training of staff was required. The additional space allowed the business to secure a contract with Wilkinson's home delivery. The first inbound stock arrived in August 2012. NSDC supported Clipper Logistics to recruit a proportion of the additional 100 staff (currently 261 Full Time staff) required to work on the new contract. In February 2013 Clipper Logistics identified the problems they had recruiting people from the NSDC area due to poor literacy and numeracy skills. It was agreed that

NSDC would provide £80k to support the expansion plans and help to set up the Apprenticeship Academy. A condition of the funding granted in June 2013 was that a proportion of the new jobs were for NSDC residents seeking sustainable employment. Between 2014 and 2017 the numbers of individuals gaining an Apprenticeship totals 254. The Training Providers who have been involved in the training include DS Training Limited and Linden Management Limited.

Ollerton Outreach Service

The Ollerton Outreach Service seeks to support residents within the district to gain the support and information they require in order to access services and gain employment. The service now operates each Wednesday and Thursday at the Ollerton and Boughton Town Council building in Ollerton between 09:30 and 15:00. 1 Work Coach and an Employer Relation Lead, both working for the DWP support the customers on a Wednesday; with 2 Work Coaches now offering support on a Thursday. Take up has continues to increase over the last 12 months. The job starts between January to December 2017 totals 104. In November 2017 the District Operations Lead for the DWP was extremely impressed and very proud of the partnership delivered by the service on an outreach basis. The outcome from the visit is for the model to be rolled out in Selly Oak, Birmingham.

Future First Expo 2017

The Future First Expo held on 4 May was the re-energised “What’s Next” event, previously held at Kelham Hall. The Expo showcased everything the area has to offer in terms of careers, training and education. The Expo was held in the new built Lady Eastwood Centre at the Newark Showground, organised by Newark and Sherwood District Council in partnership with the Lincoln College and the Advertiser Media Group. British Sugar were the Headline Sponsors for the event with KnowHow taking a platinum sponsorship package. Forty two businesses and a mixture of fourteen education and training providers attended on the day. 660 pupils from Years 10 -13 attended and benefitted from the event travelling from schools across the district. Seventy two members of the public took time to meet the exhibitors. The feedback after the event from both the schools and exhibitors was very positive. The Expo can be rated a huge success. In 2018 the aim is to build on this success.

Schools Project

One of the ten pillars for Britain’s Modern Industrial strategy focusing on strengthening the UK’s position in the international arena is to develop skills. Within Newark and Sherwood a priority linked to the Economic Development strategy is to : Raise aspirations at secondary school level, working with businesses and schools to improve the skills and attitude match between employers, education providers and school leavers. The project will continue to be offered by the Economic Growth team, working with partners at Together for Newark and the Careers Enterprise Company. Both provide their own similar complimentary services. As a result of the Employment and Skills Group meeting it was agreed to inspire Digital Tourism Ambassadors. This is people of all ages with those undertaking photography or tourism as a qualification is to be encouraged in order to put together a blog to include photographs of the area and discover what is lacking in the district. A Youth Parliament or young people’s forum in both Sherwood and Newark is to be considered in order to bring groups together. This should not be run as a token gesture. Young people must know they are being heard. One school has already expressed an interest in taking this forward.

Dates for Diaries 2018

Event	Venue	Date
Access to Finance Workshop (in partnership with D2N2)	The Newark Beacon	26 January 2018
Introduction to Exporting (in partnership with D2N2)	TBC	February or March 2018 Date to be agreed
Starting a Business (in partnership with D2N2)	TBC	March or April 2018 Date to be agreed
Expo East 2018 (in partnership with Stonebow Media Lincoln)	George Stephenson Exhibition Hall, Newark Showground	25 April 2018
East Midlands Expo	East Midlands Conference Centre, Nottingham	5 November 2018
Future First Careers Expo	Lady Eastwood Centre, Newark Showground	7 November 2018

NOTTINGHAMSHIRE PLANNING OBLIGATIONS STRATEGY - CONSULTATION

1.0 Purpose of Report

- 1.1 To present to Committee with the comments submitted by Officers in relation to the recent consultation regarding the proposed update to the Nottinghamshire Planning Obligations Strategy.

2.0 Background Information

- 2.1 Nottinghamshire County Council in its role as a coordinator and provider of important local services (including education and highways) seek contributions from new developments to mitigate the impact of additional residents. These contributions are sought through Section 106 Agreements secured as part of the planning application process. In order to ensure that the County Council has a transparent and consistent approach it has for a number of years produced a Planning Obligations Strategy. The County Council consulted on a proposed update to the document late last year (**Appendix A** contains the main body of the strategy and a full copy is available at:

<http://www.nottinghamshire.gov.uk/media/128758/planning-obligations-strategy-consultation-draft-update-november-2017.pdf>).

- 2.2 Officers prepared a response to the strategy which had to be submitted by 22 December 2017. A copy of the Officer response is attached at **Appendix B**.

3.0 Proposals

- 3.1 The Officer response sets out a number of issues and comments which have been identified with the obligations strategy but fundamentally the key issue is included in the second paragraph of the response namely:

“the District Council would emphasise that in considering any request for Developer Contributions, it should be recognised that the NPPF places a requirement on Local Authorities to factor in the viability of a scheme including whether any developer contribution costs are reasonable and allow for a landowner/developer to make competitive returns in delivering a development. Therefore the overarching principles of the document need to acknowledge that it is imperative that in making requests for contributions, these need to be robust and backed by appropriate and up to date evidence to justify the level of contribution being sought. Requests need to be reasonable and wholly related to addressing the impact of any particular development.

The District Council has previously been criticised by PINS in multiple appeals in respect of the lack and quality of evidence to support developer contribution requests including requests made by the County Council and therefore the formula for any calculations going forward should be clear in terms of the basis for the calculation, how they relate to the costs of the scheme they will be providing/contributing to, and how these fit with any already committed S106 plans. Requests should be backed by up to date factual evidence. A failure to provide such evidence may result in the LPA taking a decision that a request is not CIL compliant and thus unlawful.”

3.2 Ensuring that the obligations strategy sets out an appropriate and ultimately lawful approach will ensure that the District Council will be able to secure contributions towards the provision of local infrastructure.

3.3 As the consultation response makes clear, given the consultation timescale required the response to be in before this meeting could agree any comments; further comments could be forthcoming from the Committee. Therefore it is recommended that if the Committee have any such comments they should be agreed at this meeting so that they can be communicated to the County Council.

4.0 Equalities Implications

4.1 None identified, it is not believed that this issue will have different implications for different groups with protected characteristics.

5.0 RECOMMENDATIONS that:

- a) **the contents of the report and Appendix B are noted; and**
- b) **Committee agree any additional comments it may wish to make in response to the consultation**

Reason for Recommendations

To allow Committee to note the Officer response and provide any additional comments as it sees fit.

Background Papers

Developer Contributions & Planning Obligations SPD

For further information please contact Martin Russell on Ext 5837 or Matthew Norton on Ext 5852

Kirsty Cole
Deputy Chief Executive



Planning Obligations Strategy – 2017 update

Draft for consultation

November 2017

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1 Introduction

The purpose of the Strategy

- 1.1 This document is the third edition of Nottinghamshire County Council's Planning Obligations Strategy and replaces the April 2014 document. As with previous editions, it details the scope and range of contributions towards infrastructure which Nottinghamshire County Council may seek from developers and land owners in order to make development acceptable in planning terms, including how these contributions will be calculated.
- 1.2 The Strategy fits with the overall aims of the National Planning Policy Framework by supporting sustainable development. By promoting a consistent and transparent approach to likely obligations, developers and landowners will be able to take into account the potential costs of a proposed development at the earliest stage. They can be assured that they are making a fair contribution to the infrastructure needed to support growth, and local residents can understand how proposed development in their area will be accommodated.
- 1.3 The County Council does not determine applications for housing and commercial development which often require planning obligations – these are a matter for District and Borough Councils in Nottinghamshire. The Strategy aims to assist District and Borough Planning Authorities in making decisions on planning applications. The County Council will separately work with District and Borough Councils on Local Plans and where appropriate, local groups in preparing Neighbourhood Plans to identify the overall level of infrastructure needed to support proposals. The aim of the County Council is to ensure that infrastructure is delivered in a timely manner and thereby ensure that new development does not have a negative impact upon the quality of life in Nottinghamshire.
- 1.4 A significant change to developer contributions has come into force since the previous edition of the Strategy, namely amendments to the Community Infrastructure Levy (CIL) Regulations which came into effect in April 2015. These put limits on the use of Section 106 obligations and specifically the number of contributions which can be 'pooled' to finance a single infrastructure project, or type of infrastructure. That maximum has been set at five contributions agreed since April 2010. This provision coming into force and the implications it will have for providing infrastructure for many Nottinghamshire County Council services is a further factor requiring an update of the Planning Obligations Strategy at this time.
- 1.5 The Government is currently reviewing the Community Infrastructure Levy and any further announcements that are made regarding its future will be taken into account in the final version of the 2017 Planning Obligations Strategy Update.

County Council Objectives

- 1.6 The County Council's strategic objectives are set out in its four year plan "Your Place, Your Nottinghamshire 2017 – 2021". The Plan is based around four vision statements:
 - A great place to bring up your family;
 - A great place to fulfil your ambition;
 - A great place to enjoy your later life; and
 - A great place to start and grow your business.

- 1.7 By providing a mechanism for supporting the County Council's responsibilities for enabling the provision of new schools, libraries, waste and recycling and other services, when dealing with the impact of new development, the Planning Obligations Strategy will help to ensure that these vision statements are achieved.
- 1.8 The County Council is the responsible body for minerals and waste planning in the County. Potential obligations for mineral and waste development are included in Appendices 8 and 9 of this document. The County Council is the Lead Local Flood Authority and Local Highway Authority and obligations which could arise from these responsibilities are set out in Appendices 3 and 4.
- 1.9 The County is also responsible for improving the general health of people in Nottinghamshire. The Nottinghamshire Health and Wellbeing Board has endorsed the document [Spatial Planning for the Health and Wellbeing of Nottinghamshire](#) (2016) and a Planning and Health Engagement Protocol (2017) between local planning authorities and health partners in Nottinghamshire. Whilst planning obligations are unlikely to be required in most cases, County, District & Borough Planning Authorities and the NHS should consider the impact of local plans and development applications on health and wellbeing.

Infrastructure this Strategy covers

- 1.10 The Strategy covers the administrative area of Nottinghamshire County Council. Nottingham City Council is a unitary authority outside Nottinghamshire and therefore its area is not covered by this Strategy.
- 1.11 The Strategy does not cover services provided by lower tier authorities (District and Borough Councils), such as affordable housing or open space, or contributions that may be sought by other infrastructure providers, such as the NHS or the Police. It solely deals with services provided by the County Council.
- 1.12 The services for which the County Council may seek contributions are:
- Archaeology
 - Education
 - Flood Risk Management
 - Highways and Transport
 - Library Provision
 - Natural Environment
 - Waste Management and Recycling
 - Mineral Development
 - Waste Development.

- 1.13 Further information on these requirements can be found in Appendices 1 to 9.

Status of the Strategy

- 1.14 This Planning Obligations Strategy is a revision of the document which was adopted in 2014.

- 1.15 Whilst this document will have no statutory status, it is intended to be a material consideration in the determination of planning applications and if development proposals do not comply, the Strategy should be capable of being used to justify the refusal of planning permission by a Local Planning Authority. The County Council encourages District and Borough Councils to endorse the Strategy and use it in determining planning applications.
- 1.16 The County Council recognises that the key basis for determination of planning applications is the relevant Local Plan and Neighbourhood Plan (where this exists). The County Council will provide necessary evidence at the time of Plan making about what infrastructure is needed to support Plan proposals in order to provide the framework for future contributions from development towards County Council services. Where Local Planning Authorities have Supplementary Planning Documents (SPDs) covering planning obligations, this document will inform the preparation or review of any such SPDs by the Local Planning Authorities.
- 1.17 The Planning Obligations Strategy will in future be published as an online resource on the County Council's [Planning Obligations Strategy web page](#), which will be updated as required to reflect changes to national policy guidance and updated figures for calculating obligations. Where changes are made notification of this will be given to Local Planning Authorities. Where significant changes are intended, these will be subject to re-consultation before being adopted.
- 1.18 This document should be read in conjunction with relevant Local Plan Policies and any Supplementary Planning Documents (SPDs) produced by the County Council and District / Borough Councils.

2 Purpose, Use and Application of Planning Obligations

- 2.1 Planning law recognises that it is reasonable to expect that developers should contribute towards the costs of services, infrastructure or resources that would not have been necessary but for their development.
- 2.2 The 1990 Town and Country Planning Act (as amended by the Planning and Compensation Act 1991) established the statutory framework for developer contributions in the form of Section 106 planning obligations. The Act provides that a planning obligation may:
- Be unconditional or subject to conditions;
 - Impose any restriction or requirement for an indefinite or specified period; and
 - Provide for payments of money to be made, either of a specific amount or by reference to a formula, and require periodical payments to be paid indefinitely or for a specified period.
- 2.3 The National Planning Policy Framework (NPPF)¹ and the Planning Practice Guidance² are the Government's overarching national planning guidance and define planning obligations as being "A *legally enforceable obligation entered into under section 106 of the Town and Country Planning Act 1990 to mitigate the impacts of a development proposal.*"
- 2.4 Legal agreements and any planning contributions run with the land in the same way that a planning permission does. This means that they are enforceable against the developer who originally entered into the agreement and any subsequent person acquiring an interest in that land. These legal agreements must be registered as a land charge and will form part of the planning register, available for public inspection.
- 2.5 The Community Infrastructure Levy Regulations (as amended) and paragraphs 203 - 206 of the NPPF set out information on the use of planning obligations and the tests which should be applied. Local planning authorities should consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. However, planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition. Planning obligations should only be sought where they are:
- Necessary to make the development acceptable in planning terms;
 - Directly related to the development; and
 - Fairly and reasonably related in scale and kind to the development.
- 2.6 The NPPF seeks to ensure that obligations allow development to proceed in a viable manner, taking into account market conditions.
- 2.7 The Planning Practice Guidance states that local authorities should not seek contributions from developments of 10 units or less, and which have a maximum combined gross floorspace of no more than 1,000sq metres. Where the County Council is consulted or are made aware of such developments, unless there is clear evidence available that the

¹ <https://www.gov.uk/government/publications/national-planning-policy-framework--2>

² <https://www.gov.uk/guidance/planning-obligations>

application is below this threshold, the County Council may seek a contribution where a need for this is required to mitigate the impact of development.

- 2.8 If a legal agreement makes provision for a commuted sum to be paid to the Local Planning Authority (LPA), the money must be spent within a reasonable time frame. This period is usually five years but may be longer, if deemed appropriate. If the money is not spent within the agreed period, the developer should be reimbursed with the outstanding amount, together with any interest accrued, unless the agreement is varied.
- 2.9 This Strategy sets out the likely level of planning obligations which may be sought in relation to Nottinghamshire County Council's functions and services. However, it is acknowledged that planning obligations may have an impact on the overall financial viability of development. In such circumstances, Nottinghamshire County Council would encourage open discussions with the developer and the LPA (which will include the County Council for Minerals and Waste planning applications) to achieve the most satisfactory outcome, without an undue burden being placed on either the developer or the County Council .

Relationship between Section 106 Obligations and the Community Infrastructure Levy

- 2.10 The Community Infrastructure Levy (CIL) is a funding mechanism intended to help fund major infrastructure to support the development of a wider area, rather than to make individual planning applications acceptable in planning terms. In Nottinghamshire, Bassetlaw District Council, Gedling Borough Council and Newark and Sherwood District Council have each introduced a CIL. Developers and land owners will thereby be liable in these areas to pay the Community Infrastructure Levy and enter into a Section 106 Agreement also.
- 2.11 Where a Community Infrastructure Levy is in place, Local Planning Authorities are required to set out in a 'Regulation 123 List', the types of infrastructure or individual projects they will use the Community Infrastructure Levy to fund. The items on the 123 list cannot then be funded by Section 106 obligations. Applicants are advised to consult the relevant District / Borough Council to ascertain the current Regulation 123 list which applies in the area concerned.

3 County Council approach to Planning Obligations

- 3.1 It is important that the County Council, District / Borough Councils, developers and their agents work together to identify and negotiate the contributions which may be sought to mitigate the impact of development.
- 3.2 The County Council's Planning Policy team within the Place Department will provide a single point of contact for developers and LPAs regarding planning obligations related to the County Council's services. It can be contacted via planning.policy@nottscc.gov.uk or 0300 500 80 80. The team provides advice on planning applications sent to the County Council for comment and will provide to the local planning authority following internal consultation:
- Advice on planning obligations sought;
 - Liaison concerning the drawing up of legal agreements; and
 - Information on the receipt and use of all planning contributions received by the County Council in order that a clear audit trail can be established.
- 3.3 In addition to the above:
- The County Council as Highway Authority will continue to assess any development which is likely to result in a material increase in the volume of traffic or material change in the character of traffic entering or leaving a classified road or proposed highway and seek local highways and transport contributions; and
 - The County Council Flood Risk Management Team will work closely with Districts / Boroughs and developers to secure suitable, feasible and sustainable drainage solutions for new developments that are sympathetic to wider flooding issues in an area.
- 3.4 The County Council will normally only seek planning obligations from 'major' developments which are defined as follows³:
- Residential development for 10 dwellings or more where the provisions of the Planning Practice Guidance are met (see paragraph 2.7 above);
 - Residential development on a site in excess of 0.5 hectares where the phasing of developments will add up to 10 dwellings or more;
 - Non-residential development of 1,000 square metres or more gross floor space;
 - Non-residential development on a site of at least 1 hectare.
- 3.5 When considering infrastructure and potential planning obligations requirements, the County Council will:
- Act in accordance with relevant planning policies and other policy documents including the Government's National Planning Policy Framework (NPPF);
 - Provide a coordinated response regarding infrastructure implications to the District / Borough Council consultations on all Local Plans, development briefs, planning applications and informal enquires;⁴

³ Unless these differ from locally adopted policies

⁴ Where a pre-application submission is made the County Council will provide an "in principle" response which sets out whether contributions are likely to be sought. Detailed information about the value of contributions will be provide should the proposal move forward to a formal application.

- Provide a coordinated response⁵ to planning applications, within the consultation timescales, unless otherwise agreed with the relevant District or Borough Council;
- On the occasions that the County Council is approached directly by a landowner, developer or agent requesting information on likely developer contributions, the County Council will provide the advice but copy correspondence to the relevant local planning authority;
- Provide evidence and reasoned justification for infrastructure and contributions sought based on planning policies for requests for developer contributions;
- Identify a named individual to coordinate the County Council's response;
- Assess the capacity of existing infrastructure and services and particular area needs in areas planned for growth in District / Borough Local Plans and the infrastructure and service needs of any specific development proposal;
- Provide its coordinated response to the relevant District and Borough Councils and developers, and will provide draft heads of terms for incorporation into Section 106 obligations;
- Attend meetings with the relevant District and Borough Councils, applicants and their agents when requested and justified by the Local Planning Authority to discuss draft Section 106 heads of terms;
- Consult District / Borough Councils on County planning applications that it receives (in accordance with its statutory duty);
- Where requested by the relevant local planning authority, support the provision of evidence for planning appeals, including hearings and inquiries where the decision is supported; and
- Participate in District / Borough Council's Development Team meetings when requested.

3.6 As part of an approach of working together to deliver sustainable development which provides the supporting infrastructure for the community the County Council asks that District and Borough Councils:

- Consult the County Council on scoping opinions, pre-application proposals and applications for planning permission for 'major' development (as defined on page 7);
- Allow a 14 day period (10 working days) for baseline information requests for all screening/scoping opinions and pre-application consultations;
- Allow a statutory 21 day period (15 working days) for responses on all consultations on planning applications, extended by agreement;
- Notify the County Council of proposed developments that are likely to involve County Council requirements prior to pre-application if available;
- Inform the County Council as soon as practicably possible of any subsequent amendments to the proposal if the County Council's requirements are affected.

Viability

3.7 As required by the National Planning Policy Framework, in pursuing sustainable development local planning authorities must in determining planning applications, take into account the infrastructure requirements arising from a development and the viability of that development. In making such determinations, local planning authorities are encouraged to

⁵ The Highways Authority and Flood Risk Management Teams may respond separately to consultation requests on a case by case basis, in these cases they will endeavour to meet statutory deadlines.

liaise with, and take the views of, the County Council into account and this will be balanced with local matters and available evidence.

- 3.8 The County Council notes that there is increased use of viability assessments to justify reduced or nil planning obligations . At the same time there has been a significant reduction in the level of public funding available to deliver necessary infrastructure. The result of these pressures has been that two key new issues are fundamental to any planning decision: sustainability and viability.
- 3.9 It is clear that a balance needs to be struck between supporting economic growth and ensuring that new developments do not have an adverse impact on existing and future communities.
- 3.10 The County Council will work with developers and Local Planning Authorities to help achieve planning obligations whilst being sensitive to the needs of development, eg by considering the use of flexible trigger points for payment of contributions in order help ensure development proposals remain viable.
- 3.11 The County Council will require clear, transparent and independent evidence to be provided where viability is cited by a developer as a reason for not providing contributions to the levels required. Nottinghamshire County Council will ask to inspect copies of viability appraisals which have been submitted to the District / Borough Council. This will allow the Council to review the evidence and, where necessary, brief senior officers and Members on the reason why reduced / nil contributions may be justified in certain circumstances and what the implication of this will be on delivering the infrastructure required to mitigate the impact of development.
- 3.12 Nevertheless, having been tested at appeal and having been accepted by developers over time, the County Council considers that the general level of contributions outlined in this document are reasonable and in general should be met by the development, otherwise the development will be unacceptable. This document, which indicates what level of contributions are needed, should be taken into account in the financial appraisal of proposed development at an early stage, prior to agreement over other negotiable items such as land price.
- 3.13 The County Council recognises that it is the District and Borough Councils who will determine most planning applications and consider the obligation(s) requested in light of the viability of the development. In circumstances where Local Planning Authorities do not accept the County Council's full request for developer contributions, a system for reviewing of planning obligations as the development proceeds will be required and will be expected to be incorporated into any agreement. The methods for this will differ on a case by case basis. However, for most cases, the developer will be expected to provide financial information for the particular development to the local authorities and will be liable for all costs incurred by the Councils in assessing any viability report.
- 3.14 For larger scale developments where some degree of phasing is likely, it may be that whilst full policy compliant requirements cannot be met at the time when any Viability Assessment is undertaken, positive changes in market circumstances over time may allow additional contributions to be made whilst maintaining the economic viability of development. The County Council will work with Local Authorities in seeking to achieve such Contingent

Deferred Obligations, when the County Council's full request for developer contributions is not accepted.

Impact of Reduced or Zero contributions

- 3.15 There may be certain circumstances, e.g. due to viability, where a developer may put forward a case for reduced or zero contributions. This can have a significant impact on the delivery of infrastructure, especially where there are no other funding sources available. Where it becomes evident that a reduced or zero contribution will be secured as part of an application and the County Council sees no justification, the County Council may submit a formal objection to the District / Borough Council.

Land for infrastructure

- 3.16 There will be some developments where land will be requested to help deliver infrastructure which is required to mitigate the impact of development, e.g. new schools / land to allow future extension of a school. The County Council will liaise with District / Borough Councils and developers and their agents in respect of the amount of land required and the timescale for its transfer to the County Council.
- 3.17 The following sets out the serviced site requirements where land is being provided for a new school:

A site remediated to an appropriate standard and without the presence of contamination, ordnance or protected species with all necessary & safe access and rights of access (including free and uninterrupted construction access and to enable the secure passage of people on opening), gas, electricity, potable water, foul & storm drainage, telecommunications, broadband internet and any other services or infrastructure appropriate (to adoptable standard where applicable) to the extent necessary to supply a Primary School (including a Sprinkler installation). Surface water drainage shall be provided to accommodate the 1 in 30 year design flow with attenuation up to 1 in 100 year plus climate change provided within the overall development site, where the utility is to be adopted with an executed agreement (if required) with the relevant body and transferred with confirmation that the infrastructure will be adopted without further payment to the relevant body.

Signing of Legal Agreements

- 3.18 Where the proposed development triggers a County Council requirement in terms of infrastructure, the County Council requires that it is a signatory to the agreement. As part of the process for preparing the legal agreement, District and Borough Councils should consult the County Council on the content of the draft document. This is to allow the County Council to provide input regarding the value of the various contributions (or in the case of land area and transfer requirements), the projects on which monies will be spent and the triggers for payment or provision of land.
- 3.19 In addition, where a legal agreement includes a requirement for monies or a physical contribution to be made to the County Council, the developer will be required to notify the County Council in writing of when development commences and when triggers for payment or provision of infrastructure are reached.

Indexation

- 3.20 In order to ensure that planning obligations provide for the actual costs of the infrastructure for which they are levied, all financial contributions agreed in legal agreements will be index-linked appropriately to reflect increases in build costs between the date the agreement is signed and the actual delivery date of the service or facility.
- 3.21 The indexation which will be used for County Council obligations will be the BCIS All-In Tender Price Index published by the Office for National Statistics contained in the monthly Digest of Statistics (or contained in any official publication) or such other index as may from time to time be published in substitution. Where local bus service contributions are secured the County Council will use the CPT Cost Index.

Legal Fees

- 3.22 The County Council will recharge the developer its legal costs incurred in agreeing planning obligations for its services. These costs are payable for work done regardless of whether agreements are ultimately completed. Legal fees will be recharged on a time expended basis.

Payment of monies

- 3.23 Where agreed by District / Borough Councils, funds payable in relation to the County Council's requirements will be paid directly by the developers to the County Council. In other cases, the sums will be forwarded by the District / Borough Councils to the County Council when the terms and conditions set out in the Section 106 agreement are met and the monies have been received by the District/Borough Councils. In these cases the County Council will expect the District / Borough Council to:
1. Commit to the payment of developer contributions to identified County Council projects, as set out in the S106 agreement (once monies have been received by the District / Borough Council for those identified projects); and
 2. Pay the required developer contributions upfront to allow funds to be spent on the identified project.

Transfer of monies

- 3.24 In certain cases, in particular relating to education requirements, there may be occasions where S106 monies will need to be transferred to other organisations, e.g. The School Academy Trust. Where this occurs the County Council will enter into a Grant Agreement which will set out:
- The conditions of the grant;
 - The party to whom the monies are to be paid;
 - The amount of monies to be transferred and how this will be paid;
 - The project for which it will be used to deliver; and
 - The clawback period for spending the monies and the process for recovering it in the event that it is not spent in the time period specified.

Appeals

- 3.25 In the event that planning applications are refused by the Local Planning Authority, representations pertaining to infrastructure need may be recorded as objections and thereby set out as reasons for refusal. The County Council will assist Local Planning Authorities in defending such reasons for refusal at any subsequent appeal, and where considered appropriate, will submit a Planning Obligations Position Statement to the Inspector setting out the various contributions sought and how these requests comply with the three statutory tests. Clearly, Section 106 agreements may be entered into prior to the appeal to overcome the need for Nottinghamshire County Council to raise such objections with the appeal inspector.
- 3.26 Where an appeal is submitted to the District Council, the County Council requests that it is notified. This is to ensure that it has sufficient time to consider the need to submit additional information to the Planning Inspector and, if being determined by a Public Inquiry, whether it needs to attend to set out its position on the planning obligations sought.
- 3.27 The County Council will work with District / Borough Councils, developers and their agents in respect of all aspects relating to the provision of infrastructure that is required to mitigate the impact of development as set out above. The following sections of the document set out in detail the various contributions which may be sought by the County Council.

Developer Contributions Practitioner
Planning Policy Team
Nottinghamshire County Council
County Hall
Loughborough Road
West Bridgford
Nottingham
NG2 7QP

Telephone: 01636 655837
Email: martin.russell@nsdc.info
Your ref: AN/S106StrategyConsultation
Our ref:

Sent via email to:

planning.policy@nottscc.gov.uk

20th December 2017

Dear Sirs

RE: Consultation on Notts County Council Planning Obligations Strategy – 2017 update Draft for consultation (November 2017)

I refer to the email and consultation letter received by the District Council on 13th November 2017 in relation to the above.

Firstly, the District Council would emphasise that in considering any request for Developer Contributions, it should be recognised that the NPPF places a requirement on Local Authorities to factor in the viability of a scheme including whether any developer contribution costs are reasonable and allow for a landowner/developer to make competitive returns in delivering a development. Therefore the overarching principles of the document need to acknowledge that it is imperative that in making requests for contributions, these need to be robust and backed by appropriate and up to date evidence to justify the level of contribution being sought. Requests need to be reasonable and wholly related to addressing the impact of any particular development. The District Council has previously been criticised by PINS in multiple appeals in respect of the lack and quality of evidence to support developer contribution requests including requests made by the County Council and therefore the formula for any calculations going forward should be clear in terms of the basis for the calculation, how they relate to the costs of the scheme they will be providing/contributing to, and how these fit with any already committed S106 plans. Requests should be backed by up to date factual evidence. A failure to provide such evidence may result in the LPA taking a decision that a request is not CIL compliant and thus unlawful.

In circumstances where the District Council is satisfied a robust viability argument has been made by an applicant, careful consideration will need to be given as to whether the respective development is still sustainable and that an appropriate level of infrastructure to support the development can still be achieved. This will often mean that the proportionate split of

contributions will need to be directed to the infrastructure most required in that location and further emphasises the need for a robust evidence base in support of developer contribution requests.

Moving now to specific comments on sections within the draft document, Officers at the District Council have had an opportunity to consider the Draft for consultation and would make the following observations:

Archaeology

The Council notes the section relating to Archaeology and that requests might be made towards commissioning relevant programmes of work and/or for safeguarding of archaeological interest or provision for excavation, recording and archiving. The Council is mindful the County Council has recently withdrawn its consultation service and that for future advice on planning applications there would be an associated fee. It is therefore questioned whether the County Council would be able to effectively monitor where such a request might be made, particularly if the District Council chose to obtain independent advice on a development proposal from someone other than the County Council. Furthermore, the areas of work referred to where a contribution might be sought are usually addressed via an appropriately worded condition and therefore the relevance of a section on archaeology within the document is questioned.

Education Provision

It is noted that where a development hits the relevant trigger, the cost per dwelling is proposed to go up by circa £460 for Primary Education. The increase in cost needs to be justified. There is also a lack of clarity on the issue of circumstance in which the figure applies or whether one looks at the build cost itself, which is clearly higher. It is accepted that where a development is large enough to generate a full new school on site that a build cost will be appropriate. This cannot be the case where the development is of a size whereby it would only need to provide an extension to a school (either permanent or temporary) in which case there should be some certainty and clarity that the formula figure per dwelling/pupil place will apply.

In the case of Newark and Sherwood District Council, you will be aware that Secondary Education is on the Council's Regulation 123 List for direction of appropriate funds from the Community Infrastructure Level. Your document needs to reference that in cases where this is the case, requirements may be flagged up but recognition will be given as to whether these are already covered. Consideration also needs to be given to cases where the catchment of a Secondary School spans more than one Local Authority boundary where it is covered by CIL on one side of the boundary but that developer contributions would be required in the neighbouring District and whether there are any implications for the Rule of 5 in terms of contributions being secured.

Another matter which needs to be appropriately considered is justification in terms of developer contributions towards primary school provision where it is deemed the nearest school is at capacity but the next nearest school (possibly out of catchment) is still within walking distance and has capacity. It should be explored as to whether the capacity at the nearest school has been taken by out of catchment pupils for example. Should a developer be required to make contributions towards the school which is at capacity if it is reasonable to direct pupils elsewhere?

Flood Risk Management

Paragraph 5 of this section is questioned in respect of whether new development could provide the catalyst for delivering wider flood alleviation benefits to existing communities and in these situations a contribution towards such works may be sought. The District Council is clear, having regard to the CIL regulations, that any request for a contribution would still need to be wholly related to the development and clear justification would need to be presented. In other words NCC could need to demonstrate that the development places further pressure on the flood risk of the area (in which case one would question the principle of its acceptability) and demonstrate that contributing to wider flood mitigation is the only reasonable and proportionate way to address such harm.

Highways and Transport

Any request for contributions again need tying down to being directly related to the impact of the development for example where requests are made towards off-site public transport and cycling/walking measures. This must include the scheme which is required and its overall cost which can be tied at the point of issuing a planning permission.

Library Provision

It terms of the suggested level of contribution towards Library provision, previously a building cost figure of £202.10 per dwelling (based on 2.4 occupants per dwelling) was given and this is included within the District Council's Developer Contributions SPD. It is noted that no such figure is included within the County Council's Draft Planning Obligations Strategy update. Whilst it is accepted that building costs can often be difficult to justify (on the basis that physical expansion is rare and refurbishment is difficult to justify as a direct consequence of the development proposed), is this intentional? If so, is there a danger that if in future on those rare occasions were significant expansion or replacement of a Library is required, will this be difficult to justify?

Despite numerous previous requests for an evidence base to justify contributions showing why a development will place an impact which cannot be reasonably absorbed by the existing infrastructure, such evidence is still lacking in consultation replies.

Natural Environment

The areas of work referred to where a contribution might be sought are usually addressed via an appropriately worded condition particularly if mitigation of impact is on the natural environment within the application site. The relevance of this section within the document is therefore questioned. In circumstances where a development proposal has an impact on the natural environment outside the site, robust evidence on how a development is having a direct impact and how the level of contribution has been calculated would need be given.

Waste Management & Recycling

As with any request this would need to be appropriately evidenced and justified. The scale of residential development referred to that would necessitate a contribution towards a new or improved recycling facility is that of large residential schemes. The District Council would query whether a more strategic approach should be taken towards such provision through the Plan process.

Additional comments

It is noted that where the level of developer contribution requests are proposed to increase, this will not presently correspond with the figures set out within the District Council's Developer Contributions Supplementary Planning Document. The Council is currently going through a Review of its Development Plan and a review of our own Developer Contributions Supplementary Planning Document will also take place. The County Council's Planning Obligations Strategy will not form part of the Local Development Framework but will form a material consideration. It is the Council's own Development Contributions SPD which will subsequently put any changes in to force should it be agreed that the triggers and level of contributions are appropriate and can be robustly justified.

As I have stated above it is for NCC to ensure that proposed requests are justified in the context of the CIL Regulations. If a request is made to the District which is not, in our opinion as decision-maker, CIL compliant the planning application will be assessed as such. This may result in some contributions not being sought.

Given the timing of the consultation and the lack of ability to report this to an appropriate committee of the Council, these comments are provided at Officer level. However the response will be reported to Members early in the new year and the Council reserves the right to provide further comments in due course.

I trust the above comments are of assistance and will be taken in to consideration before the Planning Obligations Strategy is formally adopted.

Yours sincerely

A handwritten signature in black ink, appearing to read 'M Russell', written in a cursive style.

Martin Russell
Assistant Business Manager
Growth and Regeneration

NOTTINGHAMSHIRE MINERALS LOCAL PLAN – ISSUES & OPTIONS

1.0 Purpose of Report

- 1.1 To set before Committee the response made on behalf of the District Council following consultation with all Councillors.

2.0 Background Information

- 2.1 Nottinghamshire County Council has begun the process of preparing a new Minerals Local Plan. The Plan will set out future requirements for Minerals (including brick clay, gypsum and sand and gravel), and potential sites and policies to management and meet these requirements. The first stage of this has been the production an Issues & Options paper. Committee may well recall that the District Council objected to a previous iteration of the Minerals Local Plan which was submitted by the County Council for Examination in 2017 and subsequently withdrawn.
- 2.2 It was not possible to present a report to Economic Development Committee before the Issues & Options paper consultation concluded on 14 January 2018. Therefore, given the District Council’s previous objections, Officers consulted all Members on a proposed draft response to seek their views before finalising a response.

3.0 Response to the Consultation

- 3.1 Following the consultation with Members set out in paragraph 2.2 Officers finalised a response to the County Council which is attached at **Appendix A**. Question 4 is of particular significance – the District Council had serious concerns about the methodology used to calculate the future need for sand and gravel in the withdrawn Minerals Local Plan. The methodology used in the current consultation document appears to address the concerns raised at the previous stage. Officers will report subsequent stages to the Committee.

4.0 Equalities Implications

- 4.1 None identified, it is not believed that this issue will have different implications for different groups with protected characteristics. Furthermore the District Council is a consultee in the Minerals Local Plan process which is the responsibility of the County Council who will need to ensure that the Plan meets the requirements of the Equalities Act 2010.

5.0 RECOMMENDATION

That the report and the consultation response included at Appendix A are noted.

Reason for Recommendation

So that the report can be noted

Background Papers

Nottinghamshire Minerals Local Plan – Issues & Options Paper.

For further information please contact Matthew Norton on Ext 5852 or Adrian Allenbury on Ext 5862

Kirsty Cole
Deputy Chief Executive

NSDC Response to the Nottinghamshire Minerals Local Plan Issues & Options Consultation

Q4 – Do you think the average 10 year sales figure is the most suitable methodology for forecasting future aggregate demand in Nottinghamshire? If not, please identify any alternatives you feel are realistic and deliverable and the evidence to support this approach.

The methodology used in the consultation document and the supporting Local Aggregates Assessment (LAA) appears to be an objective approach that satisfies the requirements of the NPPF. Concerns expressed by the District Council about the methodology used in the withdrawn Minerals Local Plan (MLP) appear to have been addressed. The District Council is therefore supportive at this stage.

Q6 – Do you think extensions to existing permitted quarries should be prioritised over new greenfield quarries?

The District Council considers that extensions to existing permitted quarries should be prioritised over new greenfield quarries. It is the long held view of the District Council that an approach based around the extension of existing sites remains the most sustainable and the one which is likely to have least impact on the District's residents, highway network and local environment.

Q8 – How important is it to maintain a geographical spread of sand and gravel quarries across the County (i.e. Idle Valley, near Newark and near Nottingham) to minimise the distance minerals are transported to markets?

The District Council believes that it is very important to maintain a geographical spread of sand and gravel quarries across the County. This is the more sustainable approach, as it means that the large quantities of heavy material extracted do not need to be transported long distances by road, contributing to congestion and generating unnecessary pollution. It is also the more equitable approach, as it avoids the negative consequences of sand and gravel extraction such as noise, dust and extra traffic being concentrated in one area.

Q9 – Would it be more appropriate to prioritise specific areas above others?

As set out above, the District Council view is that prioritising specific areas is less sustainable and equitable than maintaining a geographical spread. The District Council would strongly oppose the concentration of sand and gravel quarrying around Newark, especially because most development in the County will occur around Nottingham. Traffic congestion is a problem in the Newark area already and it is important that this is not exacerbated.

Q10 – Is it economical to transport mineral by river barge and if so should proposed quarries with the potential for moving sand and gravel by river barge be prioritised over other proposals?

While any proposal should be considered on its own merits, the potential benefits of transporting minerals by river should be explored. Clearly the use of river barges could significantly reduce reliance on road transport which could increase the sustainability of a mineral development. It is important to avoid placing greater pressure on the local road network.

Q16 – Is a criteria based policy the most suitable approach to cover the potential for new brick works and associated clay pits?

If a criteria based policy is used, residential amenity should be a key consideration. It is also important to consider the impact on residents of any expansion of Kirton clay pit, especially towards the village.

Q17 – Should the plan seek to identify specific site allocations for gypsum provision or should a criteria based policy be developed to ensure an adequate supply of gypsum can be maintained over the Plan period?

As the District Council considers the extension of existing sites a more sustainable option than the development of new sites, the allocation of land to the south of Bantycok Quarry may be preferable to exploiting previously undeveloped sites elsewhere in the District. This approach would be likely to minimise impacts on District residents.

Q26 – Are you aware of any issues relating to minerals safeguarding that should be considered through the Minerals Local Plan review?

Plan 7 appears to indicate that Minerals Safeguarding Areas include urban areas within Newark, Nottingham City, Mansfield and Ashfield. National guidance advises that urban areas should be included in safeguarding areas where necessary – the District Council does not believe that it is necessary in this case. It seems very unlikely that these urban areas will be used for minerals development in preference to other areas of Nottinghamshire.