

PARTNERSHIP AGREEMENT

BETWEEN

Gloucestershire Wildlife Trust

AND

Gloucester City Council

IN RESPECT OF

Collaborative working at Robinswood Hill Country Park, Gloucester

This Agreement dated

is made between:

Gloucestershire Wildlife Trust, Conservation Centre, Robinswood Hill Country Park,
Reservoir Road, Gloucester, GL4 6SX (GWT)

and

Gloucester City Council, Herbert Warehouse, The Docks, Gloucester, GL1 2EQ (GCC)

and relates to collaborative working at Robinswood Hill Country Park, Gloucester

1. Background

- 1.1 Robinswood Hill Country Park is a 100 hectare Local Nature Reserve and Country Park adjacent to the city of Gloucester.
- 1.2 Robinswood Hill Country Park is owned by GCC.
- 1.3 A renewed lease ("the Lease") was signed on 28 January 2000 by GCC and Gloucestershire Wildlife Trust (GWT) by which GCC leases to GWT an area of land at Robinswood Hill Country Park together with any buildings (current or future) situated on this area of land. The Lease is for 99 years from 29 May 1992.
- 1.4 Since 1992 the headquarters of GWT has been located within the buildings located on the area of land at Robinswood Hill Country Park demised by the Lease.
- 1.5 In 2013 GWT and GCC together with Gloucester City Homes submitted a successful joint application to the Heritage Lottery Fund for the All Paths Lead to the Hill project. This project, which ended in 2015, had three broad aims: 1. to encourage more local residents to visit and enjoy Robinswood Hill; 2. to offer residents of Gloucester opportunities to learn about the natural, geographical and historical heritage of Robinswood Hill and 3. to support local communities living around Robinswood Hill to take part in practical conservation of Robinswood Hill's unique heritage.
- 1.6 GWT and GCC intend to build on the successes of the All Paths Lead to the Hill project by continuing their partnership working in respect of Robinswood Hill Country Park beyond the life of the All Paths Lead to the Hill project.
- 1.7 A successful outcome of the existing partnership working has been the setting up of 'The Hill Café'. Both parties will undertake to support the continued operation of the café and any replacement facility where it is practicable for them both to do so.

2. Purpose

- 2.1 The purpose of this Agreement is to define the ongoing partnership working between GCC and GWT in respect of Robinswood Hill Country Park.

3. Principles and Objectives

3.1 The overarching principle of this agreement is for GCC and GWT to work in partnership at Robinswood Hill Country Park on the understanding that more can be achieved by working together than separately.

3.2 The overarching objective of this agreement is to achieve an exemplar urban nature park which shall have Green Flag Status at Robinswood Hill Country Park.

4. Duration

4.1 This agreement will have a duration of 10 years from 1st December 2015.

5. Supporting Documentation

5.1 A Conservation Management Plan has been produced for Robinswood Hill Country Park. This plan dictates the practical works to be undertaken at the Country Park. It has been signed by both parties.

5.2 A Master Plan will be written for Robinswood Hill Country Park before 2016. This Plan will articulate the vision and aspirations for the Park. It will build on the Conservation Management Plan and will be co-authored and agreed by GCC and GWT.

6. Roles and Responsibilities

6.1 GCC will continue to provide the ranger service for Robinswood Hill Country Park. Rangers will manage and maintain the site and its infrastructure and will deal with day-to-day management issues.

6.2 GWT and the Ranger Service will continue to perform a community engagement role for the communities surrounding Robinswood Hill Country Park subject to appropriate funding being available to the parties.

6.3 GWT will continue its role of mobilising and recruiting volunteers for work at Robinswood Hill.

7. Future Disposal of Robinswood Hill Country Park

7.1 In the event that GCC takes the decision to dispose of Robinswood Hill Country Park during the period of this agreement, it is the intention of GCC that GWT will be given an opportunity to acquire it in recognition of its investment at the site subject to any legal obligations that GCC might have in regard to such disposal.

8. Alternative Uses of Robinswood Hill Country Park

8.1 Sections of Robinswood Hill Country Park were designated as an Urban Fringe Local Nature Reserve in 2002 by GCC under Section 21 of the National Parks

and Access to the Countryside Act 1949, (as amended by Schedule 11 of the Natural Environment and Rural Communities Act 2006).

8.2 The quarry at Robinswood Hill Country Park is designated as a Site of Special Scientific Interest for its geological interest under Section 28 of the Wildlife and Countryside Act 1981.

8.3 In 2013, additional protection was secured for approximately 95% of Robinswood Hill Country Park via the Queen Elizabeth II Fields Challenge. The Park can therefore only be used for the purposes stated in the QEII Field Deed of Dedication.

8.4 Any alternative uses at Robinswood Hill Country Park would be subject to the provisions of the designations in 8.1, 8.2 and 8.3 above.

9. Commercial Activities

9.1 The parties wish to allocate income streams from activities at Robinswood Hill Country Park generated through the partnership for use in further Robinswood Hill Country Park-focussed activities. Decisions on the allocation of this income will be dealt with on a case by case basis using an agreed formula.

9.2 If, during the period covered by this agreement, GCC introduces parking charges for users of Robinswood Hill Country Park, GWT staff and visitors will be entitled to free parking. Income from car parking charges will be split 50/50 between GCC and GWT and will be used solely to benefit Robinswood Hill Country Park though it is understood there are no proposals to implement such charges.

9.3 Any commercial activities at Robinswood Hill Country Park undertaken solely by either party shall be regarded as outside of this partnership agreement and not subject to the provisions of clause 9.1.

10. Funding Bids

10.1 All future funding bids by either party will reflect the content of the Robinswood Hill Country Park Conservation Management Plan and the Robinswood Hill Country Park Master Plan.

10.2 The parties will continue to work in partnership after the conclusion of the All Paths Lead to the Hill project on bids to ensure appropriate resources to deliver the Robinswood Hill Country Park Conservation Management Plan and the Robinswood Hill Country Park Master Plan.

10.3 Each party will keep the other informed of future bids for funding for Robinswood Hill Country Park and will ensure that all bids are coordinated to maximise the chances of success. Neither party will submit a funding bid concerning Robinswood Hill Country Park without consulting and gaining prior consent from the other party.

10.4 Where practicable, joint bids will be submitted for funding for activities at Robinswood Hill Country Park.

10.5 Both parties will provide letters of support for the other's funding bids for activities at Robinswood Hill Country Park.

11. Communications

11.1 GCC and GWT will endeavour to present a united front to all stakeholders and to the general public in respect of activities at Robinswood Hill Country Park.

11.2 Six-monthly meetings between the parties will continue at an operational level throughout the period of this agreement. During these meetings the parties will keep one another informed of proposed and planned activities at Robinswood Hill Country Park.

11.3 Strategic level meetings will be scheduled twice a year.

11.4 The steering group established during the All Paths Lead to the Hill project will continue in a similar format beyond the end of the project and throughout the period covered by this agreement. Its role shall be advisory to GWT and GCC but they shall not be bound by its representations.

11.5 All relevant press communications in relation to Robinswood Hill Country Park will be jointly agreed between the parties.

11.6 All relevant signage at Robinswood Hill Country Park (for example the welcome signs at the main entrances) will be jointly agreed between the parties and will be co-branded.

11.7 When engaging with local communities, relevant information shall be shared between GWT and GCC subject to the provisions of the Data Protection Act 1998.

12. GWT Headquarters at Robinswood Hill

12.1 In the period since it commenced occupation of the buildings located on the area of land demised by the Lease, GWT has significantly increased in size such that the current building is too small to comfortably accommodate its staff members and associated volunteers. GWT is therefore assessing its future requirements for office space. As part of this exercise, GWT would like to explore the expansion of its current headquarters at Robinswood Hill Country Park.

12.2 Should GWT, during the course of this agreement, express an interest in expanding its footprint at Robinswood Hill Country Park, GCC would be sympathetic to a reasonably sized expansion subject to any legal obligations upon GCC that might be relevant to such an expansion.

13. Ranger Centre Accommodation and Large Equipment

13.1 Following the relocation of the rangers from Robinswood Hill Farm to the Ranger Centre and the failure to secure a large equipment store at Netheridge, GCC will investigate the potential to re-locate some large equipment within the City of Gloucester. It is understood that GWT may wish to locate some of its

operational equipment in a joint store and both parties will co-operate in seeking to develop such a facility. It is understood that both parties will share equipment when it is practicable to do so.

14. Review of the Agreement

14.1 This agreement will be reviewed on an annual basis by the Chief Executive of GWT and the Environmental Planning Service Manager in consultation with Head of Neighbourhood Services of GCC. The purpose of the review shall be to:

14.1.1: To consider the operation of the agreement generally; and

14.1.2 Agree any changes that may be necessary to the agreement with any such changes being recorded in writing; and

14.1.3: Consider whether there is any necessity to terminate the agreement in accordance with clause 16.2 or 16.3.

14.2 The agreement will be reviewed as soon as practicable, but otherwise in accordance with clause 14.1, in the event of an occurrence that in the reasonable opinion of both parties is likely to have a significant impact on future partnership working at Robinswood Hill Country Park.

15. Dispute Resolution

15.1 In the event of a dispute between the parties, the dispute will be resolved by senior managers from both parties in the first instance.

15.2 Where senior managers are unable to resolve the dispute, the Chief Executive of GWT and a Corporate Director of GCC will resolve the dispute.

15.3 In the event that it is not possible to resolve the dispute under the provisions of clause 15.2 then, the trustees of GWT and representatives of the GCC Cabinet will resolve the dispute.

15.4 Where resolution of the dispute has not been reached under clause 15.3, the agreement shall be terminated in accordance with the provisions of clause 16 .

16. Termination

16.1 Either party may terminate this agreement if the other party is found to be in material breach of any of the terms of the agreement (such breach not being the subject of a genuine dispute) and, if the breach is capable of remedy, the party fails to remedy such breach within thirty days of written notice from the other specifying the breach and requiring it to be remedied

16.2 Either party may terminate this agreement by providing 12 months written notice to the other party.

16.3 The parties may terminate this agreement by mutual consent giving each other such period of written notice that they may agree.

17. No Legal Partnership or Agency

17.1 This agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties, other than the rights and obligations expressly set out in this agreement. Neither party shall make or hold itself out as having authority to make any commitments on behalf of the other party.

Signed

Name Roger Mortlock
Job title Chief Executive
On behalf of Gloucestershire Wildlife Trust

Signed

Date

Name Ross Cook
Job title Corporate Director
On behalf of Gloucester City Council

Signed

Date