Memorandum of Understanding
between
Dover District Council (DDC)
and
English Heritage (EH)
collectively described below as the Parties

1. Introduction

1.1 The Parties are committed jointly to work together with other bodies, organisations, agencies, community organisations and the like to ensure that the Western Heights, Dover area of Dover, currently listed on the EH at Risk Register, can become a transformational, functional, sustainable and beneficial part of Dover providing economic, social and environmental benefits going forward.

1.2 This Memorandum of Understanding is not exhaustive and it is not intended to be legally binding and does not create legal obligations. The parties will have no legal obligations or liability until the parties enter into legally a binding agreement.

1.3 For the avoidance of doubt, EH enters this Memorandum of Understanding in its capacity as the manager of part of the land at the Western Heights, and not as a statutory planning advisor.

1.4 DDC enters into this Memorandum of Understanding in its capacity as a landowner in the area, and not as Local Planning Authority.

2. Background

2.1 The Western Heights Scheduled Monument (SM), located on the west side of Dover, is shown on the plan attached as Appendix A. Within the SM the fortification known as Drop Redoubt and the Grand Shaft Bowl area, shown edged in yellow on the attached plan, has been the subject of a recent planning application by China Gateway International Limited (GCI) under reference no DOV/12/00440.
2.2 DDC’s Adopted Core Strategy, dated February 2012, recognises that:

“the town’s historic environment represents an immense but under-utilised asset. In particular the Castle and Western Heights need to fully fulfil their potential to attract visitors and enhance understanding, without harming their intrinsic qualities, in a way that also co-ordinates with other attractions.”

2.3 DDC’s ‘Dover District Land Allocations Pre-Submission Local Plan incorporating the Addendum and Proposed Changes’, dated January 2014, indicates that:

“In furtherance of the Core Strategy the Council has worked in collaboration with English Heritage and the County Council to develop a comprehensive Heritage Strategy for the District. The primary purpose of the Strategy is to identify, group and understand the value of the District’s heritage assets. It has been prepared in parallel with the NPPF and therefore takes full account of its policies.”

2.4 Whilst Dover has been identified in the Core Strategy as the main focus for action, it is also where there is most potential for transformation. The Core Strategy set a number of key objectives for the regeneration of the town:

- Attract working age families to support growth in the economy;
- Increase the attractiveness, making Dover a place to live, work, visit, shop and spend leisure time;
- Improve the housing market perception and housing offer;
- Improve the ease of, and reduce the need to, travel; and
- Protect and enhance the historic environment whilst supporting regeneration.

2.5 Broad Objectives are to:

- Produce a Master Plan and vision for the long-term future of the Western Heights;
- Promote awareness and understanding of the Fort in conjunction with the other heritage assets in Dover through public and voluntary partnerships to coordinate management and to devise a programme of improvements and seek funding;
- Promote the Fort as part of a package of defence themed visitor attractions;
- Use the historic character of the place to inform any future development and create a sense of place;
- Investigate development proposals, particularly those which support tourism and encourage additional visitors, that help to secure a long term sustainable future for the Fort;
• Ensure that any development proposals are informed by the significance of the Monument and its component parts;

• Wherever possible, new and sustainable uses should be found for the existing heritage assets in order to ensure their long-term future;

• Support proposals that increase the significance of this Scheduled Monument and the internal relationships between the component parts of the Monument and their setting;

• Encourage greater public access to and interpretation of the Monument;

• Retain the openness of the interior of the Scheduled Monument, particularly between the two Forts, which is an essential part of its character, and as such should be retained; and

• Support a co-ordinated land management strategy for the slopes of the Heights in order to improve the interpretation of the fortifications.

3. **English Heritage at Risk**

3.1 The EH Heritage at Risk 2013 Register identifies the Western Heights as one of the 10 Heritage at Risk sites in the South East. EH recognise the continuing economic climate is challenging but also presents renewed opportunities to work in partnership with other bodies while strengthening good relationships with other funding organisations.

4. **Dover District Heritage Strategy**

4.1 The Dover District Heritage Strategy includes:

4.1.1 The Western Heights are identified as being in ‘Poor’ condition, mainly due to the condition of the moats and the western outworks which are unoccupied. The site suffers from lack of funding for maintenance and inspection.

4.1.2 There are a number of significant heritage assets close to the Farthingloe site for which there are no long-term uses and/or significant management issues. If acceptable development can be achieved at Farthingloe this could present an opportunity to provide resources so as to bring a positive gain to currently under-used or neglected heritage assets. The Scheduled Monument of the Western Heights, for example, is currently identified on EH’s Heritage at Risk register. The Western Heights fortifications are identified as being as one of EH’s top-ten priority sites of those listed in the register for the south-east. A planning gain from Farthingloe has the potential to positively contribute to securing a long-term future for the monument. Any such decision would need particularly careful consideration in order to balance potential harm against potential benefit. As such any proposal would need to precisely define overall harm and benefit as well as being entirely transparent. As the Farthingloe site lies within an AONB any benefit to the historic environment would need to be
justified against and balanced with potential impacts on the natural landscape and environment.

5. Western Heights Master Plan Project

5.1 Capita Ltd has recently been commissioned to provide services to Kent County Council in support of the Dover Western Heights Master Plan Project. The purpose of the commission is to develop a master plan for Western Heights that is suitable for adoption by DDC as a supplementary planning document. The main components are:

5.1.1 To carry out a base-line study to review the state of the monument, understand community and stakeholder views, and to identify issues and options;

5.1.2 To develop a master plan and sustainability appraisal, accompanied by stakeholder and public consultation; and

5.1.3 To develop a delivery strategy for the master plan.

6. Planning Application

6.1 A Planning Application, Reference No DOV/12/00440, has been made for the development of land at Western Heights and Farthingloe, Dover.

6.2 DDC has resolved to grant planning permission pursuant to the Planning Application and to enter into an associated Section 106 Agreement. This Agreement requires the payment of a heritage contribution up to £5,000,000 to be used towards the undertaking of various works to enhance the historic environment and heritage assets at the Drop Redoubt area of Western Heights (“The Heritage Contribution”).

6.3 DDC and EH will, pursuant to the terms of the Section 106 Agreement, be responsible for the establishment of a Heritage Trust and the Heritage Trust will be responsible for undertaking the works that are to be funded by the heritage contribution. DDC will (in consultation with EH) have the responsibility for organising and implementing such works prior to the establishment of a Heritage Trust and in the event that the Heritage Trust ceases to exist.

7. Commitments

7.1 The Parties agree that they shall work together to satisfy the requirements of the Section 106 Agreement described above and in so doing they will adhere to the following objectives:

7.1.1 To ensure that the Parties work together in advance of the establishment of a Heritage Trust (or other such vehicle as may be agreed between the parties and CGI) to deliver immediate heritage benefits should early development of the housing at Farthingloe trigger such a need; and

7.1.2 To collaborate and develop and set-up a Heritage Trust (or other such vehicle as may be agreed between the parties) with the express intent of:
7.1.2.1 Ensuring that the Heritage Contribution, is utilised to best effect for the improvement of Drop Redoubt or the immediate confines in accordance with an agreed schedule of works which will follow a logical programme agreed between the parties;

7.1.2.2 Seeking to promote the regeneration and development opportunities created to both the public and private sector while ensuring that the Drop Redoubt and Grand Shaft Bowl area become the focal point for public access as part of the on-going regeneration of the Western Heights as a visitor attraction;

7.1.2.3 Seeking to secure any gap funds, which may be necessary to support the desired outcomes beyond those delivered through the Heritage Fund, in a prompt and timely fashion; and

7.1.2.4 Working together to ensure that any opportunities are taken to maximise investment in the Western Heights through available grant funding such as Heritage Lottery Fund, European or Local Enterprise Partnership managed programmes.

7.1.3 Working to ensure that opportunities to maintain the improvements of Drop Redoubt are sourced and taken forward in a sustainable manner.

7.1.4 The Parties will collaborate and assist with the development of the Dover Western Heights Master Plan in such a way that respects and supports the objectives and where possible enhances the benefits provided through the proposals contained within Planning Application DOV/12/00440.

7.1.5 Each party shall, together with CGI, have nomination rights for a seat on the Board of the Heritage Trust (or other vehicle as may be agreed)

7.1.6 The Parties shall promote the opportunities associated with the heritage works through appropriate media to comply with the relevant procurement processes of the parties and ensure best value is achieved.

7.1.7 The Parties shall agree joint press and publicity statements following agreement and signature of this MoU and in relation to any subsequent heritage trust or other arrangements.

7.1.8 The Parties shall observe confidentiality in respect of any elements of this Memorandum of Understanding which may be commercially sensitive.

8. Effect of this Memorandum

8.1 Nothing in this Memorandum of Understanding shall interfere with or prejudice the statutory or other rights and obligations of the Parties and the identification by the Parties of the objectives referred to above is not intended to be a representation that the Parties has the specific statutory or other authority to fulfil any of the objectives.

Signed on behalf of Dover District Council
Signed on behalf of English Heritage