

MEMORANDUM OF UNDERSTANDING

OLD DEER PARK WORKING GROUP (ODPG)

A joint initiative of The Richmond Society, The Kew Society, The Friends of Richmond Green, The Friends of Old Deer Park and The St. Margarets Estate Residents Association
“the Societies”

THE AIMS OF ODPG

ODPG seeks the effective conservation, preservation and enhancement of the Old Deer Park and its continued use for outdoor sports and recreational activity by the local community. The ODPG attaches considerable value to the park’s amenity and its particular character and historic, landscape and ecological interest and significance. In the near to medium term the ODPG gives high priority to improving and enhancing physical links between Richmond town and the park. ODPG aims to realise its various proposals through an effective management plan for the park and to this end it aims to engage with the Crown Estate (the freeholder) and the various lessees during the process leading up to lease renewal in April 2016 and thereafter. The ODPG seeks to ensure that future plans for the park are firmly based on the policy and proposals in the Crown Estate’s Landscape Strategy set out in the September 1999 Report by Kim Wilkie Associates –“The Old Deer Park Richmond-Landscape Strategy”. ODPG seeks to ensure that future plans do not involve any built development within the park other than that which is wholly consistent with the Landscape Strategy as underpinned by national, metropolitan and local conservation and planning policies. The ODPG believes that only that development which serves the interests of the park as a much valued open space and as a resource for continued outdoor schools and amateur sports should be encouraged.

ODPG HISTORY AND BACKGROUND

In late 2010 Richmond Council asked the Richmond Society for a “wish list” relating to the park and this triggered the formation of ODPG in 2011 in order to combine the resources and capabilities of the Societies in encouraging the effective conservation and improvement of the park. This was in the context of the renewal in 2016 of all but one of the existing leases granted by the Crown Estate and the discussions thereto between the Crown Estate and the lessees. In the past, members of the Societies have come together at times when there were threats of unsuitable commercial development of the valuable open space. On this occasion the coming together is not aimed at any specific threat but the wish to seek improvements at a time of change.

The Working Group currently comprises Charles Pineles, Nicky Wood and Peter Willan (Richmond Society), Michael Glazebrook (Kew Society), Vivien Harris (Friends of Richmond Green), Richard Lebus (St. Margarets Estate Residents Association) and Pat McLean (Friends of Old Deer Park). ODPG has benefited from the full participation in the group’s work of Paul Velluet and John Buckingham who have both brought valuable knowledge of the park and valuable specialist experience and skills. Both have been co-opted in accordance with the procedure set out below in ‘Composition of the Working Group’. Services of those involved are provided on a voluntary or pro bono basis. The group is in effect both a steering group and working group for the Societies in respect of the Old Deer Park.

In June 2012 the ODPG published a Report titled “**The Old Deer Park, Richmond – A Framework for Future Conservation and Enhancement**”. This contained an up-to-date evaluation of the state of the park generally but also specifically and importantly in relation to the Kim Wilkie Report, 1999.

The origins and development of the Old Deer Park and its significant Royal and other historical associations extend across six centuries. The Map attached illustrates the area defined as the Old Deer Park and its constituent parts. The Park is formally recognised by UNESCO as a “buffer-zone” to The Royal Botanic Gardens - Kew World Heritage Site; it is included at grade 1 on English Heritage’s Register of Parks and Gardens of Special Historic Interest and it is a designated Conservation Area.

PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum is to record the scope of services that ODPG provides, the support from

and relationship with the Societies to which ODPG owes its existence, and the basis of ODPG management and administration. The services ODPG provides are likely to be needed during the period of lease renewal and probably beyond depending on ODGP's involvement with an on-going management plan. But the level and nature of concern with the Old Deer Park will differ between the Societies and from time to time as will the involvement of particular individuals. The Memorandum aims to provide consistency and continuity to the working parameters of ODPG over the longer term. The arrangements have worked well over the first two years and there is good reason to continue in much the same way, particularly with regard to flexibility and minimal bureaucracy. In due course a more formal engagement with the management of the park may be considered.

SCOPE OF ODPG SERVICES

1. Identifying, analysing and producing responses to Old Deer Park issues of concern to the Societies.
2. Monitoring progress on issues in order to inform appropriate responses.
3. Engagement in the preparation of management plans and proposals for the park.
4. Establishing and maintaining appropriate engagement with stakeholders and interested parties including:
 - a. the Societies and their members plus others living in the local area,
 - b. the Crown Estate and its agents,
 - c. the local government (e.g. London Borough of Richmond upon Thames' officers and members) in its role as lessee and as local authority providing a variety of services,
 - d. other lessees and sub-tenants,
 - e. other providers of services,
 - f. other individuals and organisations with an interest in the park.
5. Communicating both with stakeholders and interested parties, which means actively developing and administering channels of communication and receiving and distributing content. The content includes material for the Societies to distribute through newsletters, web-sites and email using each Society's proprietary data base. It also includes responding to public consultations.

It is not ODPG' intent to provide direct management services for the park but the subject will be kept under review taking account of the local authority's ambitions to devolve some of the management and provision of park's services to local groups but recognising the limited capacity of ODPG and the Societies to take on such activity.

ODPG does seek to represent the particular interests of residents in its area of influence alongside other groups and where appropriate to prioritise its interests and activities so as to achieve the ODPG aims. Should a Council officer or Councillor participate in ODGP then the Societies will treat any advice or comments as being at a personal/officer or Councillor level and on an observer basis not implying official Council policy. At no time should ODPG claim to represent the interests of the Council or give that impression. Care should be taken to avoid conflicts of interest and to respect the independent position of the Council and any other organisation.

SUPPORT FOR ODPG AND RELATIONSHIP WITH THE SOCIETIES

The Societies intend to fulfil their aims with regard to the Old Deer Park through the common aims of ODPG and the provision of ODPG services. This does not preclude the Societies acting independently of ODPG in respect of Old Deer Park issues but it is expected this will be the exception. When any independent action with material consequences occurs the Societies will endeavour to communicate with the ODPG and the other Societies.

The previous paragraph does not restrict any of the Societies communicating about the Old Deer Park with their own members but where possible this should be with reference to the role of ODPG.

A copy of any significance and/or widespread communication should be provided to ODPG so as to avoid conflicting messages.

The Societies undertake to consider, re-affirm or modify the scope and priorities of ODPG once every twelve months or at any time within reason that ODPG or any of the Societies requests. It is important the activities do not fall outside the constitutional scope and objects of the Societies.

ODPG is not an independent legal entity but it acts as a steering/working group for the Societies and it represents their interests. It is non-profit making and is not a partnership within the meaning of tax law. The Societies accept that they are responsible for the activities of ODPG and the actions of the individuals comprising ODPG. It is beholden on those individuals involved with ODPG to act responsibly in the interests of the Societies. Should conflicts of interest arise, these need to be aired and dealt with at the time. ODPG shall seek to avoid damage to the Societies' reputations and shall not enter into unauthorised commitments that could lead to a financial cost. For the avoidance of doubt, the Societies expect decisions about the Old Deer Park, including those with significant consequences, to be taken and acted upon by the ODPG without specific authorisation from the Societies, providing the decisions are within the then current aims and scope of ODPG and there are no unauthorised financial consequences for the Societies. The Societies should be kept informed of material decisions.

ODPG does not have financial or other resources itself and has no capacity itself to satisfy liabilities should any arise. Therefore, the Societies undertake to fund and provide resources that they deem appropriate from time to time. ODPG must therefore seek approval from the Societies before making any commitments with financial consequences except in respect of small amounts of administration expenses. Commitments financial or otherwise should not be made solely in the name of ODPG without reference to the sponsoring role of the Societies. The intention is that the Societies shall contribute equally to costs but it is recognised that the Societies have varying levels of access to funds and therefore the sharing of costs will be by agreement from time to time. It follows that one or more of the Societies may decide not to contribute financially which means the expenditure is curtailed and/or shared dis-proportionately. This arrangement should not in any sense be read as creating any commitment contingent or otherwise on the Societies together or individually unless and until they have each formally made a written commitment and then only for the amount limited by that Society's commitment.

COMPOSITION OF THE WORKING GROUP

Each Society undertakes to nominate at least one person to the ODPG. That person should have sufficient authority to represent the Society and preferably be on the executive committee. The ODPG numbers should not exceed ten people. The ODPG may co-opt persons who are not members of the Societies to join the group and they have the right to ask such persons to stand down from the group.

The responsibility of communications between ODPG and the Societies lies with ODPG member(s) for each Society.

MANAGEMENT AND ADMINISTRATION OF ODPG

Formal meetings of ODPG should be held when deemed appropriate and unless the Societies agree otherwise should be not less than twice in any twelve months. All members of ODPG should be invited to attend and dates chosen to try and accommodate members and there should be an agenda and notes of material decisions should be recorded. This does not prevent informal ad hoc meetings taking place between members in order to progress the business of ODPG.

The Societies have similar aims in respect of the Old Deer Park and the approach is that the Societies share in the ODPG initiative equally. Normally, decisions of ODGP should be consensual without the need for formal voting unless requested by any member representing a Society. In order to reflect the collegiate approach to decisions all members of ODGP shall be entitled to vote whether or not they are nominees of the Societies. But because there may not be equal numbers from each Society in ODGP or at any particular meeting where decisions do depend on votes these can be vetoed by the representative from any of the Societies. When Old Deer Park decisions cannot be resolved within ODGP then the decisions and supporting information should be referred to and resolved jointly by the Chairpersons of the Societies. The intention and expectation is that this situation is unlikely and should be avoided where possible.

Clearly there is a cost of printing reports, postage, telephone, computers etc. Each member of ODGP should decide at what level they seek to be reimbursed for expenses they have incurred and either seek to reclaim the amount from all the Societies or solely from their nominating Society.

In the past ODGP tended to look to one or other person to lead at a meeting or on a particular project or event. It would assist the management and administration and effective running of ODPG to appoint a chairperson whose additional responsibility would be to maintain momentum and direction of ODPG and ensure that all Societies are adequately and fairly represented. It would assist co-ordination of effort and provide some formality to the organisation. Accordingly, the Societies shall jointly appoint one of ODGP nominated members as Chairperson to take effect from the signing of the Memorandum and subsequently on retirement of that or any future Chairperson from the position. The Chairperson’s term of office shall be until April 2016 which can be renewed if the Societies so decide and the individual consents.

This Memorandum of Understanding does not commit any of the Societies beyond the terms expressed here. A Society may decide to leave ODGP with 30 days’ notice delivered in writing to the other Societies providing outstanding financial commitments have been settled prior to exit. The Memorandum of Understanding will cease to have effect and be deemed to be terminated should three or more of the Societies leave.

The following signatures testify to the approval of this Memorandum of Understanding by the respective Societies.

The Richmond Society

The Friends of Old Deer Park

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Date:

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Date:

Friends of Richmond Green

The Kew Society

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Date:

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Date:

The St. Margarets Estate Residents Association

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Date:

MAP I - THE OLD DEER PARK, RICHMOND, AND ITS CONSTITUENT PARTS

