

**PEAK Gateway
Memorandum of Understanding (Final)**

1. Parties

Birchall Properties Limited (the “Landowner”), **Milligan Retail Limited** (the “Developer”) and the **Peak District National Park Authority** (the “Authority”) collectively “the Parties”.

2. Purpose

The purpose of this memorandum is to recognise the importance of the relationship between the Parties in respect of creating an impactful, sustainable and profitable Gateway to the Peak District National Park and accordingly sets out the ways the Parties will work together.

This memorandum does not represent any legal obligation on the Parties but is a summary of the understanding between the Parties.

3. Background

Milligan (the developer) has entered into an agreement with Birchall Properties (the landowner) to define, construct and operate a sustainable and profitable gateway facility outside the Peak District National Park at the Peak Resort. The PEAK Gateway will be linked via sustainable transport and trail networks to attractions and activities within the National Park as well as to the conurbations and countryside located on the Park's eastern boundary.

Chesterfield Borough Council, the Peak District National Park Authority and the University of Derby are all intending to sign individual Memorandums of Understanding with Milligan and Birchall Properties to show their commitment to working together to maximise the opportunity and create a gateway facility that delivers for everyone.

The Developer has entered into an agreement with the Landowner in respect of a strategically positioned area of land within the 300 acre PEAK Resort estate (Attachment One – the Land). The Land has the benefit of planning permission for a hospitality, leisure and transport led Gateway project with extensive car and coach parking. A reserved matters planning application will be submitted in due course following strategic partner input and related legal agreements. The Developer has extensive experience in the creation of innovative places and working within public and private partnerships.

The Authority's vision is for the Peak District to be loved and understood as the UK's original national park. **It has two statutory purposes:**

- 1) Conserve and enhance the natural beauty, wildlife and cultural heritage; and
- 2) Promote opportunities for understanding and enjoyment of the special qualities of the area by the public.

We bring together the various landowners, land managers and partner organisations across the Park through the National Park Management Plan. The Management Plan encourages everyone to work together to conserve and enhance the special qualities for the benefit of all. It is a partnership plan for the place, which sets the main issues and priorities and how together, partners and landowners can address these. The Foundation is the fundraising partner for the Management Plan working to secure investment for relevant areas of impact.

The Authority is also the statutory Planning Authority for the Peak District National Park area. The Authority's Local Development Framework Core Strategy 2011 ("LDFCS") sets out the vision, objectives and spatial strategy for the National Park and core policies to guide development and change in the National Park to 2026. A matching paper identifying key policies with the opportunity of the PEAK Gateway has been prepared (Attachment Two).

4. Project – PEAK Gateway

The Project is to define, construct and operate a serviced Gateway facility just outside the National Park which is linked via sustainable transport (e.g. extension of Hope Valley explorer) and trail networks to attractions and activities within the National Park. The PEAK Gateway will also provide a facility for PDNPA to welcome visitors for education, learning and discovery of the Peak District national park special qualities. It is a prerequisite that the Project must be commercially and environmental sustainable as well as deliver on the LDFCS.

UNDERSTANDING of the Parties

The Developer will.....

- **Develop** and promote a commercially viable business plan (Business Plan), with input from the Authority, which helps deliver on the Authority's sustainable transport and tourism impact mitigation strategies.
- **Support** the National Park Sustainable Transport Strategy with the inclusion of a live Gateway project.
- **Allow** access to its archive of videos, photographs, data, research, customer profiling etc. for inclusion in the Business Plan
- **Include** in the Project's narrative and description, statements which support a joint voice in respect of PEAK Gateway
- **Assist** the Authority in identifying public and charitable sector finance for PEAK Gateway and Peak District national park outcomes.
- **Develop** promotional materials regarding PEAK Gateway for the Authority to share with its other stakeholders
- **Inform** and update the Authority of all activities in respect of PEAK Gateway
- **Include** the Peak District National Park's requirements within PEAK Gateway such as; -
 - Orientation and information points for Peak District National Park visitors and representatives;
 - Use of shared management facilities;
 - Use of shared 'education' facilities to accommodate Peak Rangers, school visits, tour parties
 - External 'learning, discovery spaces'
 - Sufficient and appropriate signage
- **Promote** the Peak District foundation as the charity partner of choice, helping raise funds for national park management plan outcomes. (reference: separate Peak Partner agreement).

The Authority will

- **Promote** and develop their current policies and initiatives for sustainable access and tourism impact mitigation by participation in PEAK Gateway
- **Integrate** PEAK Gateway into the National Park Sustainable Transport Strategy development as a strategic pilot gateway project
- **Allow** access to the Authority's archive of branding, videos, photographs, data, research, customer profiling etc where the Authority is contractually able to do so, for inclusion in the Business Plan, (with appropriate data protection provisions).
- **Allow** the Developer to call the Project 'PEAK Gateway' on the clear understanding it is one of a number of Gateways into the Peak District National Park. The name PEAK Gateway is not just associated with this project and geographic location
- **Provide** input into the Project's narrative and description to support a joint voice in respect of PEAK Gateway
- **Support** the Developer by sharing promotional collateral for PEAK Gateway, The Peak District National Park and Foundation to funders, operators and other stakeholders.

The Landowner will.....

- **Support** and facilitate the Developer and the Authority as may be reasonably required from time to time to include but not limited to, support with any planning applications.
- Be open to other complimentary infrastructure projects which may arise through the availability of funding e.g. £250m government announcement on cycle infrastructure.
- Promote the Peak District foundation as the charity partner of choice, helping raise funds for national park management plan outcomes. (reference: separate Peak Partner agreement).

SAVING of statutory powers

Nothing contained or implied in this Memorandum shall prejudice or affect the rights powers duties and obligations of or fetter the discretion of the Authority in the exercise of its functions as a National Park Authority and (without prejudice to the generality of the foregoing) the rights powers duties obligations and discretion of the Authority under all public and private statutes bye-laws orders regulations statutory instruments and other legislation may be as fully and effectually exercised in relation to the Land, PEAK Resort and/or PEAK Gateway as if this Memorandum had not been entered into.

FREEDOM of Information

The Landowner and the Developer acknowledge that the Authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations and shall cooperate with the Authority to ensure compliance with the Authority's information disclosure requirements, and in particular shall promptly respond to any Authority request as to whether or not they consider any information shared with the Authority is commercially confidential to assist the Authority is making its decision on disclosure.

INTENTION of this Memorandum

To define the terms and basis for a contractual relationship between the Parties going forward

- Terms to be agreed following definition of PEAK Gateway and production of draft business plan
- Inclusion of break clauses at fixed periods for described causes
- Identification of income generating opportunities for the Authority or associated charity
- Term of the Memorandum of Understanding limited to 12 months and reviewed on an annual basis
- Any party may terminate this memorandum with immediate effect by giving written notice to the other parties if it considers that either of the other parties have behaved in a way that the notifying party, acting reasonably, considers to be contrary to prevailing community standards, or may be regarded by the public for any reason as unacceptable or which may be detrimental to the general reputation of the notifying party.

SIGNED as of [] 2020

For and on behalf of Milligan Retail Limited

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Name:
Date:

SIGNED as of [] 2020

For and on behalf of Peak District National Park Authority

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Name:
Date:

SIGNED as of [] 2020

For and on behalf of Birchall Properties Limited

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Name:
Date: