



John Chaplin, Senior Planning Officer
Planning Services, Stroud District Council
Ebley Mill, Stroud,
Gloucestershire
GL5 4UB

7 June 2019

cc. All interested parties – listed below

Dear Mr Chaplin,

Proposed new visitor centre at Painswick Rococo Garden - S.19/0570/FUL

Since our submission of the above planning application for new visitors' facilities, you have requested further information on the rationale for the siting of the proposed visitor facilities outside of the area known as the Plant Sales Area. You will appreciate that this issue is a complex one, and circumstances relating to the possibility of this have recently changed. We have now re-evaluated our decision on the current proposed location in light of new information. As such, we have put together the attached document which summarises the issues that we took into account when re-evaluating our options for the siting of visitor facilities. This has been collated with the aim of providing an open and honest account of the background to our proposals, and we will circulate it to all interested parties.

It should be noted that, in relation to our application, the Trust exists as a charity and we give up our time as individuals in order to ensure the long-term survival of the Garden and its enjoyment by all. That is, of course, the primary aim with which we took all decisions with regards to the visitors' centre, and came to the conclusion that the location proposed was the best possible. In light of our recent deliberations, we are currently of the opinion that the current location to the north of the Plant Sales Area is still the best possible location. This option is currently favoured, based on consideration of existing circumstances. However, as Trustees seeking the most effective and economic option for the future of the Garden, we remain open to other detailed suggestions in future.

continued overleaf >

Painswick Rococo Garden, Painswick, Gloucestershire GL6 6TH
Tel: 01452 813204 Email: info@rococogarden.org.uk
www.rococogarden.org.uk

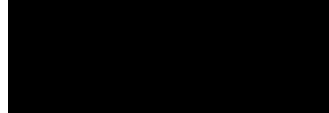
Registered Charitable Trust No. 1107844

We trust that the information provided in this document provides you (and all interested parties) with the information you require, but please get in touch if we can provide any further information, or if you or any interested parties are aware of any further information we should take into account.

Yours sincerely,

The Board of Trustees of Painswick Rococo Garden

cc. Historic England



Painswick Parish Council
Gardens Trust / GGLT



OPTION 1: CONTINUATION OF OPERATION OF VISITOR FACILITIES FROM THE COACH HOUSE

Description

We understand that it was suggested by [REDACTED] the owner of Painswick House, in an email published online that he had offered to buy the Coach House and would allow us to operate visitor facilities from there. (This was first mentioned to us verbally in November 2108, but we stated that it was not in our remit to comment as we are tenants, as he needed to talk to our landlords, the owners of The Coach House.)

Pros and Cons

Pros

- In the short term, this would have no material impact on the Rococo Garden and parkland as it would be a continuation of current operations.

Cons

- It is our understanding that the owners of the Coach House, who are our landlords, have now informed [REDACTED] that this building is not for sale, and it is therefore not within [REDACTED] gift to offer it to us.
- If facilities were perpetuated within the Coach House, access to the Garden would require the consent of the owners of The Stables, who own the land through which access is currently gained to the Garden. This right of access and any other rights of access to the Garden which are currently enjoyed by the Trust across land owned by the Stables will terminate at the same time as the current lease of the Coach House.
- Against a baseline of the cessation of visitor facilities in this location at the end of the lease, this option would result in a change to the setting of The Stables through immediately adjacent facilities.
- We are struggling to cope with the current visitor numbers in the current Coach House building, which does not have enough capacity for the café, shop, kitchen and offices. A specifically-designed new purpose-built building would be advantageous for the future operation of the Garden.

Discussion

In light of the Coach House not being offered for sale, this option is not feasible. The reliance on this becoming possible at some unspecified point in the future would be too great a risk to the operation of the Garden, as it is our consideration that it would be very likely to result in us having no visitor facilities after 2022.

Conclusion

This option is not possible.

OPTION 2: CONSTRUCTION OF VISITOR FACILITIES IN THE PLANT SALES AREA

Description

This option comprises the construction of visitor facilities to the south of the currently proposed location, in the area known as the Plant Sales Area. This is currently used to house a number of small structures associated with the maintenance of the Garden. This option has been re-evaluated due to potential changes to circumstances which have arisen since the submission of the planning application.

Pros and Cons

Pros

- Construction in this area would avoid land-take in the parkland, which has intrinsic heritage significance. Whilst the Plant Sales Area also lies within the Registered Park and Garden, this area does not have the same intrinsic heritage significance.
- This option is favoured by our neighbours at Painswick House.
- There has been an offer of finance from [REDACTED] if the proposals are moved to this area¹.
- The restrictions on the size of the building in this area² would mean a reduced build cost, although many of the other fixed costs (eg provision of services, improvements to car parking) would remain the same.
- The reduction of the difference in elevation from the visitors' facilities to the new Garden entrance would make disabled access easier.
- There would be a smaller area to landscape between visitors' centre and new Garden entrance.

Cons

- This option is not favoured by our neighbours at The Stables.
- Restrictive covenants are in place relating to this area (see below).
The existing restrictive covenants which affect what the Trust can do in relation to the Plant Sales Area comprise:
 - Not to carry out on the area or permit or suffer to be carried out anything that may become a nuisance to the owner of Painswick House including the emission of noxious smells and noise from the area.
 - Not to make any external alteration to the buildings standing on the area without the previous consent in writing of the owners of Painswick House (such consent not to be unreasonably withheld or delayed).
 - Not without the prior consent of the owners of Painswick House (such consent not to be unreasonable withheld or delayed) to hold more than 2 outside performances of a public or major nature on the area.

¹ Whilst there has been an offer of a loan from [REDACTED] if the proposed location is moved to the Plant Sales Area it is our understanding that this would be on the basis of a charge being granted over the Rococo Garden. Due to restrictions that were put in place when the freehold was transferred, this is not possible. As such, it would only be possible for the Trust to consider an unsecured loan or donation from any private individual. PRGT would also require to comply with the Charities Act obligations to obtain independent advice in writing from a suitable qualified adviser that any such loan was necessary, the terms were reasonable and that PRGT would be able to repay (s124 Charities Act 2011).

² It may be possible to lift some of the restrictive covenants in this area that operate between the Trust and the Owners of The Stables, and this is discussed further below. However, one of the conditions to this would be that any building in the Plant Sales Area would need to be smaller than that currently proposed.

- Not to do or suffer any act matter or thing whatsoever on the area which is a nuisance annoyance damage or disturbance to the owner of The Stables or the occupiers of adjoining or neighbouring property.
- Not to dispose of the area whether by sale charge lease or otherwise or to agree to dispose of the area without first offering it to the owner of The Stables and two named others thereby triggering their right of pre-emption to purchase the area for a nominal amount. (Please note that this restriction on the Trust only operates during the lifetime of the named individuals and does not transfer to successors in title to the Stables.)
- The Trust has the right to build a new entrance building in the Plant Sales area, provided that the plans and specifications have been approved in writing by the owner of the Stables before commencement of any work and that all required planning and building regulation consents have been obtained. The new building must be used exclusively for the garden business and shall not include any residential accommodation or any accommodation not necessary for the functioning of the garden.

It is understood that because the owners of Painswick House favour the Plant Sales Area location for the visitors' facilities, they would not withhold their permission to building in the area to which the covenant relates. Nevertheless, this may represent a potential future operational risk if the facilities require alteration that is critical to their operation and either the current owners or any future owners of Painswick House withhold permission (although we accept that the covenant sets out that any consent to alterations cannot be unreasonably withheld or delayed).

The agents of the owners of The Stables have recently stated that it may be possible to lift the abovementioned restrictive covenant between the Trust and the owners of The Stables, relating to the Trust's restricted ability to grant a charge over the area. However, two further issues remain.

Firstly, they would only be willing to lift elements of the covenant subject to the following conditions:

- We build a smaller building at less cost which would mean the Trust had less need to generate more revenue/footfall but also has less capacity to accommodate visitors. In the absence of significant donations or interest-free funding, this could be a risk to the ongoing financial security of the Garden. The currently proposed building is designed at the minimum size required to meet the needs of the Garden in the long term to ensure the business is sustainable, so a smaller building could prove limiting. We would need to discuss further whether the current size and design meets with their approval.
- The amount of financial exposure the Trust entered into to finance the facilities was small enough that the agents of the [REDACTED] considered there was no risk of the Trust going bankrupt in the foreseeable future, as they do not want land to end up being owned by a bank or other funder to then be sold where it wishes. In essence they are setting out that they would be satisfied if the Trust raised enough money through fundraising that any loans were serviceable. It is uncertain how much of a risk this is, as this is a subjective issue.
- The building proposed was no more likely to provide noise disturbance to The Stables than the current planned one which is further away. This is likely to be

harder to achieve, due to the simple matter of it being significantly closer to The Stables.

Secondly, further elements of the restrictive covenant would remain. This includes the Trust's obligation not to cause a nuisance, annoyance or disturbance. If this were measured against a baseline of no visitor facilities after 2022, we consider that the proximity of new facilities in the Plant Sales Area is more likely to cause such a nuisance than facilities in the currently proposed location. Nonetheless, this may be a future operational risk, as outlined above.

- The Plant Sales Area is closer, not just to The Stables but also to Painswick House, and so location on that site poses a higher risk of noise impacts for them both. It is recognised that if the Trust was free from the financial pressure to meet loan interest repayments fewer visitors will be needed to ensure the Trust has sufficient funds to remain operationally viable, but overall, proximity is considered to be a larger risk than overall numbers.
- It is possible that a building in this position would detrimentally impact on the kinetic views from within the historic core of the garden, although this would need to be tested with additional evaluation.
- The cost of modifying the current application, both for the architects and for the planning submission. This is a secondary point, and has weighed lightly in our overall consideration of the issues. Additionally, time is short as our lease of the Coach House expires in March 2022, so any delay could cause issues when the current lease to the Coach House ends.

Discussion

Whilst the avoidance of change to the parkland is very attractive, and has weighed very heavily in our consideration of the issue, the potential operational risks to the Garden of the remaining elements of the restrictive covenants have out-weighed this issue. While the offer of a loan by ██████ could be attractive, the potential operational risks to the Garden of the remaining elements of the restrictive covenants have out-weighed the potential benefits of pursuing this as an option. Further, ██████ has suggested that we could perhaps offer the Rococo Garden as security. However, the Rococo Garden is subject to the same charging restrictions as the Plant Sales Area, so this is not possible. As such, we reluctantly consider that this option represents too big a risk to proceed with.

However, based on our analysis above, should ██████ wish to make a detailed written offer to provide a significant unsecured loan or donation, and also if both he and the owners of The Stables would be willing to consider a variation of the existing covenants or agreement as to their operation (most notably the alteration of buildings on the Plant Sales Area), then we would reassess this situation in the light of a specific proposal.

Conclusion

Currently this option represents too big a risk to the long-term operation of the Garden. We would require the offer of a significant donation or interest-free unsecured loan for this to be a realistic operational alternative, as well as for existing covenants to be revised or lifted.

OPTION 3: CONSTRUCTION OF VISITOR FACILITIES IN PARKLAND TO THE NORTH OF THE PLANT SALES AREA AS PER THE LIVE PLANNING APPLICATION

Description

The currently proposed location in parkland to the north of the Plant Sales Area.

It should be noted that if this location is proceeded with and the land purchased, the agents of the owners of The Stables will make certain covenants on the Trustees when selling this land, which would include a restriction on its use solely as a visitor centre, preventing loud music, no parking outside specified hours, machinery used only when the Garden is open etc.

Pros and Cons

Pros

- Avoidance of issues relating to restrictive covenants that cover the Plant Sales Area.
- Further away from Painswick House and The Stables.
- Fully-formed planning application relates to this area, with a size of building that will accommodate the facilities needed to ensure the long-term financial viability of the Garden.
- Minimal harm to parkland and Listed buildings outweighed by the heritage benefits of the proposed scheme.
- Additionally, it should be noted that this was the same location where a previous application for a new visitor facility building was granted planning permission in 2012.

Cons

- Proposed in an area that has some intrinsic heritage significance and would change the character of part of this area.
- Probable greater visibility of building in this location from The Lodge and eastern driveway.
- New entrance needed across the Plant Sales Area, and the need for additional landscaping of this area.
- Steeper access into the Garden makes more complicated disabled access.
- In the absence of significant donations or financial assistance there will be a requirement for an increase to visitor numbers to fund loan repayments.

Discussion

This option would change the character of a small area of parkland, and would be visible from The Lodge and the eastern driveway. However, the small amount of heritage harm that would result from this is considered to be outweighed by the provision of visitors' facilities that would allow the ongoing public access and appreciation of the Garden. Nevertheless, this option has been very carefully considered against the alternative location of the Plant Sales Area, in case the original (later outweighed) harm could be minimised or avoided. It is therefore concluded that the lack of restrictions to future operations that would result from the construction outside of the Plant Sales Area is the best possible option for the long-term operation of the Rococo Garden under current circumstances.

Conclusion

This option is currently favoured, based on consideration of existing circumstances. However, as Trustees seeking the most effective and economic option for the future of the Garden, we remain open to other detailed suggestions in future.