

LISTED BUILDING HERITAGE PARTNERSHIP AGREEMENT
Pursuant to Section 26A Planning (Listed Buildings and Conservation Areas) Act
1990 as amended
IN RELATION TO

**STOW MARIES GREAT WAR AERODROME
MALDON
ESSEX**

THE TRUSTEES OF
STOW MARIES GREAT WAR AERODROME LIMITED
("The Owners")

AND

MALDON DISTRICT COUNCIL
("The Council")

AND

THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND
("English Heritage")

**INCORPORATING AMENDMENTS AS TRACK CHANGES FOLLOWING
REVIEW IN 2018**

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I. PARTIES TO THE LISTED BUILDING HERITAGE PARTNERSHIP AGREEMENT

THE LISTED BUILDING HERITAGE PARTNERSHIP AGREEMENT was made
on the 3rd day of December 2014

BETWEEN

- i. **Stow Maries Great War Aerodrome Trust** the owners of Stow Maries Great War Aerodrome Limited Registered Charity Company Number: 070863395 ("The owners")
- ii. **Maldon District Council** of Princes Road, Maldon, Essex CM9 5DL ("The Council")
- iii. **The Historic Buildings and Monuments Commission for England** of 1 Waterhouse Square, 138 – 142, Holborn, London, EC1N 2ST ("English Heritage/ The Commission")

2. RECITALS

- 2.1 The Council is the relevant local planning authority for the purposes of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended for the area within which Stow Maries Great War Aerodrome is situated and may enter into a Listed Building Heritage Partnership Agreement (hereinafter called the LBHPA) and grant Listed Building Consent.
- 2.2 Historic England is the statutory advisor to the Government in relation to the historic environment. Its principal powers and responsibilities are set out in the National Heritage Act 1983 and the Planning (Listed Building and Conservation Areas) Act 1990 in relation to Heritage Partnership Agreements whereby English Heritage may be a party to the LBHPA.
- 2.3 Stow Maries Great War Aerodrome comprising land registered at HM Land Registry under title number EX831280 was listed at Grade II* in 2012.
- 2.4 The Trustees are the freehold owners of Stow Maries Great War Aerodrome Limited, of which the Aerodrome is the sole asset. The HPA was suggested by English Heritage and agreed by the Council and the Trust as being an appropriate and efficient way of securing the ongoing conservation of the site.
- 2.5 The parties have agreed that Listed Building Consent be granted in respect of specified works (hereinafter the "Consented Works") to the Aerodrome under Section 8(1) of the Planning (Listed Building and Conservation Areas)

Act 1990 and for the LBHPA to be entered into between the Owners, the Council and Historic England.

- 2.6 In accordance with the Planning (Listed Buildings and Conservation Areas) (Heritage Partnership Agreements) (England) Regulations 2014 (hereinafter called the Regulations) the Council have consulted Historic England and have taken into account the representations made in respect of the LBHPA.
- 2.7 In accordance with the Regulations the Council have consulted the public between 14 August 2014 and 11 September 2014 on the agreement. The Council have made the details of the proposed works to Stow Maries Great War Aerodrome to which the LBHPA relates, including the Statement of Reasons, available for inspection by the public.
- 2.8 Pursuant to Section 26A [and Section 8(1) /Section 16] of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended the Council has resolved to enter into the LBHPA and to grant Listed Building Consent having reference to the applicable policies that would be considered as part of a Listed Building Consent application and regard to the provisions of the Council's Policies and Local Development Plan Documents and all other material planning considerations and considers that the proposals strike an appropriate balance between preserving and enhancing the building's special architectural and historic interest whilst securing the provision of commemorative and museum use of the site.
- 2.9 The LBHPA is made pursuant to section 26A of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended and grants Listed Building Consent in respect of the Consented Works subject to the conditions contained in the LBHPA, which are conditions that are enforceable by the Council.

3. THE HERITAGE ASSETS – STOW MARIES GREAT WAR AERODROME

- 3.1 This Listed Building Heritage Partnership Agreement (the LBHPA) relates to Stow Maries Great War Aerodrome. Appendix A to the LBHPA contains a site location plan, whilst Appendix B contains the list description. Appendix C contains a detailed assessment of the significance of the Aerodrome; however a summary of the significance is set out below.
- 3.2 Summary of Significance - Approximately 250 aerodromes were built in Britain during WWI. Of these, only 10 survive in vestigial form. Stow Maries Great War Aerodrome has the largest surviving group of Royal Flying Corps operational buildings authentic to World War I in an unchanged rural setting. Its more than special interest has been recognised with 24 buildings listed Grade II* in April 2012 within a Conservation Area, which was designated in June 2008.
- 3.3 Stow Maries Great War Aerodrome is exceptionally rare, and of outstanding importance to the national heritage with high historical values illustrating and interpreting key aspects of the nation's history. This may be the only location in Britain where a near-complete wartime environment of this period can be experienced.
- 3.4 In design the buildings are simple and functional – the uniform nature of materials and design reflect their military use and construction in wartime. They are single-storey and have thin brick walls strengthened with piers, some of which incorporate flues for heating stoves. The walls are generally rendered. The roof trusses are mostly of timber, some with metal members, and the roofs are mostly slate-covered. The original windows are a mixture of a standard timber design and a standard cast-iron glazing unit.
- 3.5 Contemporary practice divided the structures on site between 'technical buildings' for storage, transport, repair and maintenance, and 'regimental buildings' devoted to administrations, accommodation and associated amenities. There is also a degree of zoning within the site: the technical buildings are clustered at the north end behind the former aircraft sheds which opened on to the airfield, while the distribution of the regimental buildings to the south and south west reinforces the hierarchical nature of military life with officers and women segregated from other ranks.

4. LISTED BUILDING CONSENT ('THE CONSENTED WORKS')

4.1 Listed Building Consent is hereby given for the works described in Section 4 to Stow Maries Great War Aerodrome. The Consent is subject to the following Conditions:

4.2 The works hereby permitted must be begun before the expiration of the five years from the date of the most recent review of the LBHPA.

4.3 Before any works are begun written notification of the intended start of the works is to be submitted to the Council by the ~~appointed architects Trust~~ to the Council's Conservation Officer giving two weeks' notice. Thereafter updates shall be provided by the Trust via a monthly email to all parties to the LBHPA, with on-site meetings as necessary. All works that fall within the remit of the HPA must be notified to the parties, whether they are part of a wider contract/project or not. Updates must continue for the life of the agreement.

4.4 The consented works shall not commence for any particular building until a full and up to date record of that building has been made in the Gazetteer (Appendix F) and approved by the Council's Conservation Officer.

A full record shall comprise a written summary accompanied by annotated photographs (including rectified photographs where appropriate) explaining the chronology of the building's development including the dating of repairs, alterations, features and fittings.

4.4.1 Appendix G, the Repair Spreadsheets, shall be kept up to date.

4.5 All work to the buildings shall be in accordance with the specification hereby approved in writing by the Council and Historic England and attached in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.

4.6 Works to walls

4.6.1 Stitching, or partial rebuilding of brick walls where appropriate, as defined in the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G – provided the replacement amounts to no more than 60% of the elevation affected.

4.6.1 The removal of cementitious pointing where it is damaging the brickwork and can be removed without causing additional damage – provided the removal affects no more than 60% of the elevation affected.

4.6.2 Sound cementitious pointing should be left *in situ*

4.6.3 Re-pointing using an approved lime mortar according to the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G – provided the re-pointing affects no more than 60% of the elevation affected.

4.6.4 Replacement of linear steel binders embedded in mortar where it is damaging the brickwork, or their treatment and stabilisation as defined in the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G

4.6.5 Patch repair of shuttered concrete walls as defined in the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G – provided the repair amounts to no more than 60% of the elevation affected.

4.6.6 Repair or renewal of render and other applied finishes to match existing as defined in the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G - provided the work affects no more than 60% of the elevation affected.

The texture of decayed renders and paint surfaces makes an important contribution to the character and significance of the buildings, and regard should be had not only to Appendix E but also to the Conservation Statement and the building schedules in determining the appropriateness of work.

4.7 Works to roof structures and coverings

4.7.1 Repair or renewal of elements of roof trusses using methods and materials as defined in the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G – provided that no more than 60% of any truss is renewed.

4.7.2 Repair or renewal of coverings using matching materials and appropriate methods as defined in the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G – provided that the extent of work does not exceed 60% of any one roof slope.

4.8 Rainwater goods including gulleys

4.8.1 Reinstatement of missing rainwater goods where these existed, in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.

4.8.2 Replacement of UPVC rainwater goods, in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.

4.8.3 Provision of new rainwater goods to buildings which were not provided with them originally, in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.

In some cases this will be necessary to maintain the buildings most effectively.

4.9 Exterior Joinery (see also doors below)

- 4.9.1 Repair or reinstatement in accordance with the specification in Appendix E and [as evidenced in Appendix F and scheduled in Appendix G](#) provided that the extent of work does not exceed 60% of any one element.

4.10 Windows, skylight and glass

- 4.10.1 Repair or [replacement](#) of timber window frames, in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#).
- 4.10.2 Repair [or replacement](#) of steel window frames, in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#).
- 4.10.3 Reinstatement of ex situ window frames and reinstatement of missing windows, in accordance with the specification in Appendix E and [as evidenced in Appendix F and scheduled in Appendix G](#).~~the building spreadsheets.~~
- 4.10.4 Opening of blocked windows and reinstatement of missing frames, in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#).
- 4.10.5 Repair or renewal of glazing in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#)

4.11 Doors

- 4.11.1 Repair of timber doors including the renewal of up to 25% of the fabric of each door, in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#).
- 4.11.2 Reinstatement of ex situ doors and reinstatement of missing doors, in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#).

4.12 Interiors

- 4.12.1 Reinstatement of missing partitions, and in-filling of later openings in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#).
- 4.12.2 Repair or reinstatement of plasterwork, providing the work does not exceed 60% of the elevation affected, in accordance with the specification in Appendix E [and as evidenced in Appendix F and scheduled in Appendix G](#).
- 4.12.3 Reinstatement of ex situ or missing stoves and flues, in accordance with the specification in Appendix E and [as evidenced in Appendix F and scheduled in Appendix G](#).

- 4.12.4 Installation of new electrical services and plumbing in parallel with historic services where the latter can no longer function, in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.
- 4.12.5 Removal of later agricultural electrical services in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.
- 4.12.6 The conservation of other historic fittings, including all door and window furniture, all ironmongery, all interior joinery and historic services, in accordance with the schedule in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.
- 4.12.7 Removal of internal asbestos walls or ceiling linings in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.
- 4.12.8 Repair or reinstatement of concrete floors in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.
- 4.12.9 Repair or reinstatement of concrete floors in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G provided that the extent of the work does not exceed 60% of any one element or room.
- 4.12.64.12.10 Repair or reinstatement of linoleum floor coverings in accordance with the specification in Appendix E and as evidenced in Appendix F and scheduled in Appendix G.

4.13 Site and Landscape

- 4.13.1 Works affecting the layout and character of the site and its landscape as defined by the designation and conservation area may require planning permission, are considered to affect the special interest and will therefore be subject to Listed Building Consent and may be included in this LBHPA following a review.
- 4.13.2 Some of these works may be approved under Certificates of Lawfulness, subject to further agreement by the Council and English Heritage.

5. AGREED WORKS THAT DO NOT AFFECT THE SPECIAL INTEREST AND DO NOT REQUIRE LISTED BUILDING CONSENT

5.1 Works of general maintenance and repairs to the fabric of the buildings in accordance with the schedule in Appendix E and as evidenced in Appendix F and scheduled in Appendix G provided they would not alter the character of the building.

5.2 Redecoration, in accordance with the schedule in Appendix E and as evidenced in Appendix F and scheduled in Appendix G. However, rubbing down of historic surface finishes which will result in loss of historic paint does require consent.

The use of colours other than the historic colours would affect the special interest of the buildings and would require Listed Building Consent. Surviving areas of historic paintwork which should be retained are identified in Appendix F and scheduled in Appendix G.

5.3 Works of general maintenance to the site, including below ground drainage improvements (subject to archaeological assessment) and excavation of 2m wide margins around buildings, to expose buried damp-proof courses and graded back to existing ground levels.

5.4 Works of general maintenance to those buildings identified in Appendix G and the Gazetteer as fully 'restored' provided they would not alter the character of the building.

Other works in accordance with the schedule in Appendix E. Works beyond this will require LBC.

6. TERMS OF THE LISTED BUILDING HERITAGE PARTNERSHIP AGREEMENT

6.1 The LBHPA is for a period of 10 years.

6.2 Thereafter all consents shall become invalid unless and until the LBHPA is renewed under full consultation.

6.3 Any other works which go beyond those identified in this agreement and appendices may require Listed Building Consent in accordance with current legislation, including any demolition or new build.

6.4 Other agreement particulars

6.4.1 Nothing contained or implied in the LBHPA restricts or is intended to restrict the proper exercise at any time by the Council of any statutory power, function or discretion in relation to Stow Maries Great War Aerodrome or otherwise.

6.4.2 The LBHPA will be registered as a local land charge by the Council.

6.4.3 The LBHPA shall be reviewed by the parties in the third year of the date of the LBHPA being entered into and biannually thereafter. It should also be reviewed in response to any significant changes to the buildings or site. Any redrafting of the deed will need to be in the form of a supplementary deed and include an updated summary of changes to the building or site.

6.4.4 The Council shall co-ordinate a meeting ("the Review Meeting") for the parties in order to discuss the provisions of this document and how the provisions have been implemented. All parties to agree to any changes.

6.4.5 Should any issues arise from the Review Meeting the parties shall engage in constructive dialogue to resolve any issues. Should this necessitate modifications to the LBHPA then the relevant requirements as set out in legislation will be followed.

6.4.6 Any variations discussed and agreed shall be publicised in accordance with Historic England and the Council guidance and Regulations at the time.

6.5 Revocation

6.5.1 The LBHPA can be revoked provided that all parties agree to its revocation. Should one or more of the parties disagree with the proposal to revoke then the LBHPA will terminate in the tenth year unless as part of the Review Meeting, the parties determine it can continue with agreed modifications.

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