



REQUEST 18637

We are writing to request information relating to the recent installation Snail on Me in the Walled Garden at Haigh Hall. Please provide the following information:

1. Copies of any planning applications submitted in relation to this installation, including applications for listed building consent, planning permission, or any exemptions granted.
2. Copies of any planning officer reports, heritage officer assessments, or related correspondence regarding the installation.
3. Details of any consultation processes undertaken with the public, stakeholders, or heritage bodies regarding the installation.
4. Internal council documents, meeting minutes, or email correspondence that record the decision to approve or allow the installation in the Walled Garden.
5. Any documents setting out whether the installation is considered temporary or permanent, and the expected timeframe for its presence in the Walled Garden.
6. Copies of any agreements, contracts, or memoranda of understanding between Wigan Council and the artist or commissioning body regarding this installation.
7. Any documents, emails, reports, or meeting minutes that explain why the location of the installation was changed from the original proposal in the plantations to its current location in the Walled Garden.
8. Any documents, correspondence, or assessments that address the appropriateness of creating a pond within the Walled Garden, including consideration of the fact that there are already a number of ponds elsewhere on the estate that might have benefitted from an installation to support wildlife habitats and biodiversity.

RESPONSE

1. We do not hold this information as planning consent was not required.
2. We do not hold this information as planning consent was not required.
3. The project is deeply rooted in Wigan through collaboration with a Wigan artist and five local Community Ambassadors. The purpose of the collaboration with the Community Ambassadors was two fold: one to share the themes, ideas and proposals developed by Jordan with representatives of the local community throughout the project development to ensure that the activities developed by the Ambassadors were informed by and responded to the commission. Secondly, and importantly, it also created opportunity for the ideas and considerations explored by the Community Ambassadors to be fed back to Jordan as they developed the *Snail on Me* artwork. There were opportunities for integrating the work of the ambassadors into the project through incorporating their collages and designs into the visual identity of the project, the learning resource and microsite, and through including ceramic insect hotels designed and

made by the Wigan artist and the Ambassadors into the Snail on Me installation. Over a two-year period of workshops and engagement activities, they have drawn on the social and cultural histories and folklore of Haigh Hall to shape the celebratory programme for the launch of *Snail on Me* in September 2025. This approach ensures that while the project connects to global dialogues around water politics and management, it also remains embedded in the Wigan community. All Community Ambassadors received a fee for their contribution to the project.

The Community Ambassadors represented the following organisations:

- Wigan and Leigh College
- Heart Communities CIC, working with young people; Creative Spin Studios, Monument Men.
- Everything Human Rights
- Friends of Haigh Hall and Open Access to All, Wigan Heritage Society, Cherries Community Gardens
- University of the 3rd Age, Thrive CIC

4. See email provided and rationale below:

The original site chosen by the artist was in the historic woodland, utilising a pre-existing naturally flooded area. However, during the feasibility phase, this site was deemed too high a health and safety risk due to its remoteness and access for machinery to install the artwork would be a challenge. Furthermore, siting the sculpture in such a secluded and untouched area of the woodland would have a negative impact on biodiversity because of the earthworks involved and the resultant increase in footfall to the area. All of which run contrary to the environmentally sensitive intentions of the installation.

The Walled Garden, which is closer to other amenities, including the Bothy yard and hall, and therefore easier to monitor, was offered as an alternative to the artist. The artist's proposal was then re-worked specifically in response to this new site for an area that is prone to waterlogging. The new pond is fed from the surface water drainage system and forms an important part of the flood management in this area of the walled gardens.

The walled garden was also chosen as the environmental impact was considered minimal compared to the original site as no trees needed to be removed and earthworks were shallow with all soil retained and shaped into a bund. Indeed, the aim is that the pond, planting and logs will improve biodiversity in the long term. No other water bodies were deemed suitable due to the structural requirements of the sculpture itself. Furthermore, disturbance installing the sculpture in an existing water body would have significantly impacted wildlife already living within and around it. Again, contrary to the intention of the artwork and the ethos of the estate. Another consideration was that the walled garden was more accessible for all, including those with mobility issues, in terms of proximity, level ground and path surface. Planning permission was not required as the sculpture falls under permitted development as it is under 4m tall and all arisings were retained within the build.

5. Below is an extract from the Loan Agreement with UP projects which details the minimum lifespan of five years for the structure.

SCHEDULE

Part 1 Loan Items

Description	Provenance Statement	Insurance Value
A temporary sculpture (with minimum lifespan of five years) made from stainless steel, galvanised steel, stainless steel mesh, powder coated steel and fibreglass.	Created by artist Anne Duk Hee Jordan in August 2025	72,000 GBP
	Total Insurance Value	72,000 GBP (<u>seventy two</u> thousand pounds sterling)

6. Redacted version of the Partnership Agreement between Wigan Council and UP Projects provided.
7. See email provided.
8. See email provided.

Personal data has been removed from documents in accordance with Regulation 13 of the Environmental Information Regulations 2004 (EIR).

[REDACTED]

From: [REDACTED]
Sent: 14 March 2025 15:46
To: [REDACTED] (Planning)

Cc: [REDACTED]
Subject: Re: Be Water My Friend - Planning & LB response
Hi [REDACTED]

Thanks for looking into this.

It's great to hear that the 'Be Water My Friend' installation seems to fit within the planning permitted development rights. Also, it's good to know that the Conservation Officer is on board from a Listed Building perspective.

I'm glad we can move forward with this, and we can get excited about our first public art installation at Haigh!

thanks

Have a good weekend!

Regards, [REDACTED]

From: [REDACTED] (Planning) [REDACTED]
Sent: Friday, March 14, 2025 3:36 PM
To: [REDACTED]
Cc: [REDACTED]
[REDACTED]

Subject: Be Water My Friend - Planning & LB response

Afternoon [REDACTED]

Further to the correspondence below, and the details attached, it is my informal opinion that the proposed 'Be Water My Friend' installation could fall within the below referenced (planning) permitted development rights, and in that respect, it is my opinion that the installation can progress on this basis from a planning perspective, and following informal consultation with our Conservation Officer, also from a Listed Building perspective.

Kind regards,

[REDACTED] - **Development Management & Building Control**

Wigan Council – Place Directorate,
Wigan Life Centre (South Site),
College Avenue,
Wigan,
WN1 1NJ.
[REDACTED]

Postal Address:

Wigan Council, Places Directorate,
Wigan Life Centre, PO Box 100, Wigan, WN1 3DS
www.wigan.gov.uk
www.twitter.com/wigancouncil
www.facebook.com/WiganCouncilOnline

From: [REDACTED]

Sent: 12 March 2025 10:09

To: [REDACTED]
[REDACTED]

Subject: Up project planning support

Hi [REDACTED] [REDACTED]

Ahead of our meeting tomorrow, please find latest visual that [REDACTED] from Plincke has shared. Also, narrative below he has shared too on PDR rights.

Wigan Council has permitted development rights to carry out certain works on its own land without the need for planning permission. These are described in the following Act:

The Town and Country Planning (General Permitted Development) (England) Order 2015

PART 12 Development by local authorities

Class A

Permitted development

A. *The erection or construction and the maintenance, improvement or other alteration by [F1 or on behalf of] a local authority or by [F1 or on behalf of] an urban development corporation of—*

(a) any small ancillary building, works or equipment on land belonging to or maintained by them required for the purposes of any function exercised by them on that land otherwise than as statutory undertakers;

(b) lamp standards, information kiosks, passenger shelters, public shelters and seats, telephone boxes, fire alarms, public drinking fountains, horse troughs, refuse bins or baskets, barriers for the control of people waiting to enter public service vehicles, electric vehicle charging points and any associated infrastructure, and similar structures or works required in connection with the operation of any public service administered by them.

There are size restrictions as follows:

A.2 *The reference in Class A to any small ancillary building, works or equipment is a reference to any ancillary building, works or equipment not exceeding 4 metres in height or 200 cubic metres in capacity.*

The works falls within an improvement / alteration of the public park, wholly owned by the Council and for a function that supports the public park & wider Wigan Council's cultural strategy to improve access to public art. Whilst Wigan Council

maintains the park, there are no statutory responsibilities to do so.

Volume of material to be excavated – approximately 11m³ and the height of the sculpture is 4m. There are other restrictions – including proximity to the site boundary must not be closer than 5m (it exceeds this with the closest edge of the pond being 8.2m to the boundary wall). Further restrictions include Scheduled Ancient Monument and SSSI, neither of which apply. Listed Buildings and Conservation Areas do not affect the Council's rights.

See you tomorrow, thanks for meeting at short notice.

thanks

regards



Culture and Events

Strategy and Innovation Directorate

Wigan Council

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#BePositive #BeAccountable #BeCourageous #BeKind

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WIGAN COUNCIL AND UP PROJECTS PARTNERSHIP AGREEMENT

This agreement forms the partnership contract below – the contract must be signed by Wigan Council and countersigned by UP PROJECTS.

AGREEMENT BETWEEN **Wigan Council, [address]** (THE PARTNER) AND **UP PROJECTS LTD, [redacted]** (THE COMMISSIONER) in relation to **Towards Net Positive** (THE PROJECT).

Project: Towards Net Positive (working title)

Dates: April 2024 – March 2026

Issue Date: 30 October 2023

DURATION

This partnership agreement will be in place from the date of the signing until the project ends and reporting to funders is finalised.

PROJECT SUMMARY

A touring public art commission curated by UP Projects and delivered in partnership with Exeter Culture and Wigan Council, Wigan as touring partners, and with University of Exeter and RSPB as research partners.

PROJECT OBJECTIVES

- To deliver a robust Community Collaboration Programme in both locations, enabling the commission to respond to community input as well as to develop a public programme of activity through a process of co-creation with local community members and local creative practitioners.
- To commission a touring public artwork that responds to community need and has the potential to communicate to large audiences, evoke deep emotional connection with nature and explore how public art interventions can result in a net positive environmental impact.
- To seek solutions to the inherent issues of carbon-footprint impact on the production and touring of public artworks
- To share learning around sustainable public art commissioning and touring with the public art sector through online event and forum
- To share interactive content with the public visitors through an AR app that prompts mindset and behavioural changes towards the environment
- To deliver a learning resource and workshop programme for local schools

PARTNERSHIP STRUCTURE

PROJECT LEAD: UP PROJECTS

MAIN CONTACTS: [redacted]

THE OBLIGATIONS OF UP PROJECTS ARE TO:

- Devise the fundraising strategy, and submit funding applications
- Manage the budget
- Manage all project partnerships
- Provide curatorial support to the artist
- Project manage the commission

- Provide Curatorial oversight of the Community Collaboration Programme (CCP) in each location
- Deliver the sector facing learning sharing events x 2
- Manage the construction, fabrication, delivery and/or installation of the commission
- Lead the marketing and communications campaign for the project
- Lead the evaluation of the project and be responsible for reporting to funders

PROJECT PARTNER: WIGAN COUNCIL, WIGAN

MAIN CONTACTS: AL and AL, Creative Directors Haigh Hall

THE OBLIGATIONS OF WIGAN COUNCIL ARE TO:

- Support the UP Projects' fundraising by supplying any relevant statistics on the town or the venue.
- Provide space or venue when needed for planning meetings and/or the public outcomes of the project.
- Provide information, resources as required, based on the artist's proposal that will further help the artist in their endeavor to pursue a well-researched, site specific work .
- Provide introductions to people or businesses that might be interested in financially supporting or providing in-kind support to the project.
- Provide UP Projects' with information about their funding strategy to ensure there are no conflicts with the funding of the Project.
- Facilitate the delivery of the Community Collaboration Programme (CCP) by providing introductions to community organisations and local artists as appropriate.
- Provide space for workshops or activities to take place as part of the CCP.
- Help negotiate any local licensing or permissions needed for the project.
- Facilitate to the installation of the commission in the grounds of Haigh Hall Woodland Park.
- Maintain the commission either permanently or for a fixed number of years as agreed with the artist (at least 5).
- Be responsible for any decommissioning procedures relating to the artwork.
- Promote the project through any relevant marketing channels associated with Haigh Hall, disseminating announcements or opportunities.

SHARED OBLIGATIONS

- The Partners agree to support each other in the delivery of all aspects of the Project/collaboration.
- The Partners agree to work in the best interest of the participants.
- The Partners agree to share best practice within the partnership.
- The Partners will work together with mutual respect.
- The Partners recognise their responsibilities to each other – a failure or significant error by one Partner reflects upon and may affect the other Partner and the wider Project as a whole.
- The Partners must promptly inform each other with details about anything that could jeopardise the implementation of this agreement.

FINANCIAL CONTRIBUTION

- Wigan Council agrees to provide match funding to support the realisation of the Commission to the value of £35,000.
- Wigan Council agrees to support the local marketing and evaluation of the project to the value of £3,500.
- UP Projects will invoice for this money in the following installments:
 - £5,000 at the start of the project (indicative date April 2024)
 - £10,000 during the CCP at Haigh Hall (indicative date August 2024)

- £20,000 during fabrication of the commission (indicative date January 2025)
- £3,500 upon installation of the commission at Haigh Hall (indicative date August 2025)

Wigan Council agrees to support the project deliver through in kind support relating to the costs of staffing local project management and community coordination to the value of £20,000.

UP Projects will manage all finances and budgeting of the commission and public programme.

COMMUNICATIONS

Crediting

- The credit line for this commission should follow the below format:
[project name] is commissioned by UP Projects, in partnership with Haigh Hall/Wigan Council and Exeter Culture, and in association with RSPB and Exeter University. The commission is generously funded by [insert funders names].
- Partner organisations and funder logos must be included on all printed materials - flyers, exhibition guides, event posters, press materials, webpages etc.
- All project logos will be provided by UP Projects

Press and PR

- Each partner will support the press and marketing of The Project through their own channels.
- All PR copy must be agreed by the artist and UP Projects before release.
- Quotes from each partner to be included in press releases if appropriate.
- Official boilerplate copy to be agreed in advance and incorporated into notes to editors, to include short overview text about each partner alongside website links and social media handles.
- Joint statements should be offered in the press release, for all press interviews and an agreement made on who will be interviewed in advance of any press opportunities.
- Press opportunities should be offered to all partners (if appropriate).
- The Partners agree to not reveal the nature of the partnership to press until the first press communication has been released.

Social Media

- Partners will agree social media hashtags in advance as part of marketing plans and use them where appropriate.

Images

- A bank of images with titles and credits will be provided by UP Projects and shared with all partners

Other

- The following statement should be included in relation to communicating venue information for associated events and activities: *"We would like to encourage our audiences to consider the*

environment when travelling to this event and recommend attending using public transport. The nearest transport links are [enter nearest public transport links]. Cycle parking is available [add relevant details]."

EVALUATION

- All partners agree to share visitor figures, demographic information, audience feedback, local press articles and social media engagement.
- All partners agree to contribute to the evaluation process, led by UP Projects. Results will be shared with all partners.

DATA SHARING

- UP Projects and Wigan Council agree to adhere to the data sharing agreement as attached to this partnership agreement.

KEY CONTACTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Al and Al, Creative Directors, Haigh Hall

[REDACTED]

[REDACTED]

Signed on behalf of UP Projects

Signed on behalf of Wigan Council

Date: 31st October 2023

Date: 30th October 2023

Name:

[REDACTED]
[REDACTED] [REDACTED]



Hi 

I've put together some initial slides for discussion with  These follow the site visit on Tuesday, and the proposed corner location is based on:

- *The only location that can connect to the drainage system without pumping*
- *Avoids any existing tree roots but would be seen with taller trees in the background*
- *Is the lowest part of the site and a natural pond in this location could be a feature long term*
- *There is a lovely visual relationship from within the walled garden to the path outside (the Popo figure could be surveying the view towards the trees around the southern pond)*

Both  and I think there's an opportunity to create a much more 'grounded' pond by using a stumpery type feature that would give more edge protection, and I think the relationship of the stumpery, water, planting and the chains rising up from this feature would be a strong statement.

If you /  /  /  are happy, I'll send across to 

Regards,



plincke.

landscape urbanism design