

DATED

2011

NATURAL ENGLAND
-and-
HAMPSHIRE COUNTY COUNCIL
-and-
BRACKNELL FOREST BOROUGH COUNCIL
-and-
ELMBRIDGE BOROUGH COUNCIL
-and-
GUILDFORD BOROUGH COUNCIL
-and-
HART DISTRICT COUNCIL
-and-
ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD
-and-
RUNNYMEDE BOROUGH COUNCIL
-and-
RUSHMOOR BOROUGH COUNCIL
-and-
SURREY HEATH BOROUGH COUNCIL
-and-
WAVERLEY BOROUGH COUNCIL
-and-
WOKING BOROUGH COUNCIL
-and-
WOKINGHAM BOROUGH COUNCIL

AGREEMENT

THIS AGREEMENT is made the

day of

2011

BETWEEN:

- (1) **NATURAL ENGLAND** of 1 East Parade, Sheffield S1 2EZ; and
- (2) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UB ("the Administrative Body"); and
- (3) **BRACKNELL FOREST BOROUGH COUNCIL** of Town Square, Bracknell, Berkshire RG12 1AQ; and
- (4) **ELMBRIDGE BOROUGH COUNCIL** of Civic Centre, High Street, Esher, Surrey, KT10 9SD ; and
- (5) **GUILDFORD BOROUGH COUNCIL** of Millmead House, Millmead, Guildford, Surrey GU2 4BB ; and
- (6) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE; and
- (7) **ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD** of Town Hall, St Ives Road, Maidenhead, Berkshire SL6 1RF; and
- (8) **RUNNYMEDE BOROUGH COUNCIL** of Runnymede Civic Centre, Station Road, Addlestone, Surrey KT15 2AH; and
- (9) **RUSHMOOR BOROUGH COUNCIL** of Council Offices, Farnborough Road, Farnborough, Hampshire GU14 7JU; and
- (10) **SURREY HEATH BOROUGH COUNCIL** of Surrey Heath House, Knoll Road, Camberley GU15 3HD; and
- (11) **WAVERLEY BOROUGH COUNCIL** of The Burys, Godalming, Surrey GU7 1HR; and
- (12) **WOKING BOROUGH COUNCIL** of Civic Offices, Gloucester Square, Woking, Surrey GU21 6YL; and
- (13) **WOKINGHAM BOROUGH COUNCIL** of Shute End, Wokingham RG40 1BN

RECITALS:

- (A) Under EU Directive 2009/147/EC dated 30 November 2009 on the conservation of wild birds ("the Birds Directive") member states are under a duty to protect and manage wild bird species.
- (B) The Thames Basin Special Protection Area ("the SPA") was classified on the 9 March 2005. The area designated as the SPA contains important populations of three of the species considered to be vulnerable or rare and listed in Annex 1 to the Birds Directive.
- (C) Natural England and the LPAs have agreed to work together to put in place a strategic access management and monitoring programme for the SPA for the purposes of ensuring effective avoidance of any significant effects of new development on the SPA and compliance with the requirements of the Birds Directive and to finance this by means of a tariff levied in respect of developments that could have an impact on the SPA.
- (D) It is intended that at the end of the Project Duration sufficient amounts of tariff will have been collected for implementation of the strategic access management and monitoring programme delivered by the Project to allow for the establishment of a permanent endowment to enable the strategic access management and monitoring programme to continue to be implemented for an indefinite period.
- (E) The purpose of this Agreement is to enable the parties referred to in Recital (C) to give effect to these arrangements.
- (F) The LPAs have power to enter into these arrangements under S2 of Local Government Act 2000, S111 of the Local Government Act 1972 and the Conservation of Habitats and Species Regulations 2010, and contract solely in their capacity as Local Planning Authorities and not in any other capacity.

1 Definitions

“Administrative Body”	Hampshire County Council or such other organisation as may assume responsibility for receipt of the tariff collected by the LPAs and payments under the direction of the JSPB in accordance with the terms of this Agreement;
“Commencement Date”	means the date of this Agreement;
“Current Expenditure Account”	means the Administrative Body’s L790B internal cost centre against which the Administrative Body is required to pay a proportion of the Guideline Tariffs in accordance with clause 3.2 and out of which it is required to pay both itself in accordance with clause 6.2 and Natural England in accordance with clause 4 and clause 7.2;
“Delivery Bodies”	Natural England, and any other body which may be employed by Natural England to carry out services connected with the delivery of the Project;
“EIR”	the Environmental Information Regulations 2004 or any re-enactment or replacement of these regulations;
“Endowment Account”	means the Administrative Body’s L790A internal cost centre against which a proportion of the Guideline Tariffs are to be paid by the Administrative Body in accordance with Clause 5 and any other account into which those monies are paid or any investment purchased with those monies;
“Financial Plan and Budget”	the financial plan and budget for each year of the Project approved by the JSPB

“Financial Reporting Requirements”	the requirements set out at Schedule 2;
“Financial Year”	the period from 1 April in any year until 31 March in the following year;
“FOIA”	the Freedom of Information Act 2000 and any re-enactment or replacement of the Act;
“Guideline Tariff”	an amount payable by way of an obligation pursuant to s106 of the Town and Country Planning Act 1990 in respect of each unit of residential accommodation within a Relevant Development to ensure that there is no significant effect to the SPA, in accordance with the Natural England Guideline Methodology set out in Schedule 1 provided always that such amount may be adjusted in the light of all relevant circumstances relating to the proposed development and shall be a matter for each individual LPA to determine;
“Index”	means the Consumer Prices Index published by the Office for National Statistics;
“Indexed”	means adjusted by the change to the Index over the preceding twelve month period using the last version of the Index to be published preceding the date on which the adjustment is to be undertaken;
“Independent Financial Adviser”	means an individual or firm licensed by the Financial Services Authority to carry out the business of advising on and selling financial products;
“JSPB”	the Thames Basin Heaths Joint Strategic Partnership Board, comprising elected member representatives from the affected planning authorities with voting

	rights, and representatives of key stakeholder interests without voting rights;
“Local Planning Authorities” (LPAs)	means Bracknell Forest Borough Council, Elmbridge Borough Council, Guildford Borough Council, Hart District Council, Royal Borough of Windsor and Maidenhead, Runnymede Borough Council, Rushmoor Borough Council, Surrey Heath Borough Council, Waverley Borough Council, Woking Borough Council and Wokingham Borough Council;
“Natural England Guideline Methodology (“NEGM”)	the methodology for calculating the Guideline Tariff as set out at Schedule 1, or such revised methodology as may take its place following a review in accordance with clause 2.4 of this Agreement;
“Project”	the delivery of a strategic access management and monitoring programme for the SPA further details of which are set out at Schedule 3;
“Project Current Expenditure”	expenditure on payment of salaries, revenue and capital costs together with any VAT properly chargeable thereon in relation to the delivery of the Project as approved from year to year in each Financial Plan and Budget;
“Project Duration”	means the period for which the JSPB agrees that the tariff will be required to be collected before sufficient funds exist in the Endowment Account to ensure the forward funding of the Project for an indefinite period. The period is initially set at 15 years from the Commencement Date but may be revised by the JSPB if required;
“Quarter”	means a period of 3 months ending on 31 March, 30 June, 30 September and 31 December and

	“Quarterly” shall be defined accordingly
“Relevant Development”	any proposed residential development taking place more than 400 metres and less than 5 kilometres from the boundary of the SPA authorised by a planning permission in respect of which the application was received by the Local Planning Authority on or after the Commencement Date which will involve the construction of one or more units of residential accommodation, or in the case of replacement dwellings, which will result in a net gain of one or more units of residential accommodation. Residential developments between 5 kilometres and 7 kilometres from the boundary of the SPA involving the construction of 50 or more units of residential accommodation are assessed on an individual basis and constitute Relevant Development if in the opinion of the applicable LPA they are considered likely to have a significant effect on the SPA;
“Project Board”	the strategic access management and monitoring project board appointed by the JSPB to make decisions and recommendations regarding the implementation of the Thames Basin Heaths Strategic Access Management and Monitoring Project.

2 Guideline tariff

- 2.1 Each LPA when granting a planning permission in respect of a Relevant Development shall apply the Natural England Guideline Methodology (NEGM). Any amounts payable to an LPA in accordance with the NEGM shall be payable by way of an obligation pursuant to s106 of the Town and Country Planning Act 1990.

- 2.2 In the event of an appeal against a refusal of a Relevant Development the LPAs shall use all reasonable endeavours to ensure that if planning permission is granted on appeal, such grant shall be subject to the application of the NEGM.
- 2.3 The NEGM shall be applied by the LPAs in a way that is consistent with each LPA's Local Development Framework and any relevant Supplementary Planning Documents. The NEGM is subject to the statutory obligations of the LPAs and the application of the NEGM will take account of the individual circumstances of each application in respect of a Relevant Development.
- 2.4 The NEGM shall be reviewed every two years as a minimum from the Commencement Date of this Agreement unless further review is required by the JSPB or Natural England, for as long as Natural England is a party to the Agreement. When undertaking such review Natural England shall consult with the LPAs and take account of all comments made by the LPAs relating to the operation of the NEGM. Subject to the JSPB approving such review, Natural England shall then issue a revised NEGM to the LPAs.

3 Payment arrangements

- 3.1 On 31 March, 30 June, 30 September and 31 December each year throughout the Project Duration of this Agreement the LPAs shall pay to the Administrative Body all the amounts they have received by way of Guideline Tariff during the previous Quarter, together with any amounts they have received specifically for strategic access management and monitoring in connection with applications for planning permission received before the Commencement Date, exclusive of any interest accrued.
- 3.1.1 Additionally, on the first occasion that one of the payment dates listed in clause 3.1 occurs after the Commencement Date, the LPAs shall pay to the Administrative Body any and all amounts of Guideline Tariff they have received prior to the Commencement Date, in accordance with their Thames Basin Heath SPA avoidance and mitigation strategies amended to include collection of the Guideline Tariff for strategic access management and monitoring measures, exclusive of any interest accrued.

3.1.2 For the avoidance of doubt each of the LPAs shall pay to the Administrative Body the following amounts on the first occasion that one of the payment dates in clause 3.1 occurs after the Commencement Date, in accordance with clause 3.1.1 above:

- a Bracknell Forest Borough Council shall pay £0.00
- b Elmbridge Borough Council shall pay £[]
- c Guildford Borough Council shall pay £[]
- d Hart District Council shall pay £[]
- e Royal Borough of Windsor and Maidenhead shall pay £[]
- f Runnymede Borough Council shall pay £[]
- g Rushmoor Borough Council shall pay £[]
- h Surrey Heath Borough Council shall pay £[]
- i Waverley Borough Council shall pay £[]
- j Woking Borough Council shall pay £[]
- k Wokingham Borough Council shall pay £[]

3.2 During the first Financial Year after the Commencement Date, the Administrative Body shall pay up to 60% of the amounts it receives pursuant to clause 3.1 above into the Current Expenditure Account and the remainder into the Endowment Account immediately upon receipt. During the second Financial Year after the Commencement Date, the Administrative Body shall pay up to 50% of the amounts it receives pursuant to clause 3.1 above into the Current Expenditure Account and the remainder into the Endowment Account immediately upon receipt. In the third Financial Year after the Commencement Date, and for each Financial Year thereafter, the Administrative Body shall pay up to 30% of the amounts it receives pursuant to clause 3.1 above into the Current Expenditure Account and the remainder into the Endowment Account immediately upon receipt provided that, if Natural England considers that at the end of the third Financial Year after the Commencement Date the payments into the Current Expenditure Account are insufficient to meet the Project Current Expenditure up until that point, the JSPB shall direct the Administrative Body to make additional payments into the Current Expenditure Account from the Endowment Account, subject to the payment of additional sums into the Endowment Account over the following two Financial Years, using best endeavours to ensure that by the end of the fifth Financial Year after the Commencement Date payments into the Endowment Account are not less than 70% of the total amounts received in the fourth and fifth Financial Years. Natural England shall in any event use best endeavours to comply with the Financial Plan and

Budget and act in accordance with such plan. For the avoidance of doubt, the end of the third Financial Year after the Commencement Date will be 31 March 2014.

3.3 Within 14 days of the dates referred to in clause 3.1 above the LPAs shall in addition provide to the Administrative Body and Natural England the following details:

3.3.1 the number of Relevant Developments granted planning permission by the LPA during the preceding Quarter;

3.3.2 a description of each Relevant Development paying the Guideline Tariff including the number and type of units (i.e. house/flat/maisonette), numbers of bedrooms in each unit and location of the proposed development;

3.3.3 the amounts by way of Guideline Tariff which have been paid or will be payable in respect of all such Relevant Developments.

4 Current Expenditure

4.1 As soon as practicable after each of the dates referred to in clause 3.1 above, Natural England shall forward to the Administrative Body an invoice for the amounts it requires to meet its Project Current Expenditure during the preceding Quarter. Provided that at the time the invoice is received the total value of invoices relating to any one Financial Year does not exceed the amounts allowed for such payments in the Financial Plan and Budget for that year and that there are sufficient funds in the Current Expenditure Account the Administrative Body shall pay the said invoice within 28 days.

4.2 Natural England funded the post of Project coordinator for a period of one year from 1 July 2009. The costs of funding the Project coordinator for this year were £41,439.29. Natural England shall be reimbursed this amount as soon as possible after the Commencement Date on submission of an invoice to the Administrative Body and no later than 31 July 2013 provided sufficient funds are available within the Current Expenditure Account.

4.3 Natural England also funded a part-time Project coordinator post from 1 August 2010 to 31 March 2011, the cost of which was £10,741.76. The JSPB has agreed that Natural England will be reimbursed for this amount on submission of an invoice to the

Administrative Body as soon after the Commencement Date as there are sufficient funds in the Current Expenditure Account.

- 4.4 Following approval from the JSPB on 28 March 2011 Natural England may also recover its costs for funding the posts of Project coordinator and one warden incurred from 1 April 2011 up until the Commencement Date.
- 4.5 If Natural England enters into third party contracts in good faith, and the third party defaults on their contractual obligations for whatsoever reason, then, subject to the agreement of the JSPB, Natural England shall be reimbursed out of the Project Current Expenditure for any monies that it is required to expend either meeting the third parties contractual obligations or in taking reasonable steps to enforce the contract against the third party .

5 Endowment

- 5.1 The balance of the amounts received by the Administrative Body in accordance with clause 3.2 above shall be paid into the Endowment Account.
- 5.2 The amounts in the Endowment Account shall be used for the future funding of the Project and the long term protection and maintenance of the SPA. The Administrative Body will only make changes to the way in which the Endowment Account is managed under the direction of the JSPB.
- 5.3 It is envisaged that the Endowment Account will be managed by Independent Financial Advisers, rather than the Administrative Body, in order to maximise the return achieved within the investment guidelines set by the JSPB. In the short term the Administrative Body will collect the funds to form the Endowment Account as per 5.1. The JSPB will review the value and performance of the Endowment Account on a regular basis and will provide direction as to when, how and from whom the services of an Independent Financial Adviser are to be procured.
- 5.4 In the event that the Agreement is terminated in accordance with clause 10, then any sums of money held by the Administrative Body or invested on the advice of an Independent Financial Adviser will be liquidated and used to cover any outstanding financial commitments in accordance with clause 10.4 below,

6 The Administrative Body

- 6.1 The Administrative Body shall undertake the following functions in relation to the financial administration of the Project:
- 6.1.1 Acceptance of the Guideline Tariffs in accordance with clause 3.1 above and notification to Natural England of any non-payment of the Guideline Tariffs or failure to submit a nil return.
 - 6.1.2 Administering the accounts into which the payments are made.
 - 6.1.3 Making payments to Natural England in accordance with clauses 4 and 7.2.
 - 6.1.4 Providing reports every 3 months to the Strategic Access Management and Monitoring Project Board and the JSPB in accordance with the Financial Reporting Requirements.
 - 6.1.5 Providing such financial information as may reasonably be requested by the Strategic Access Management and Monitoring Project Board, the JSPB or Natural England, and in such format as may reasonably be required.
- 6.2 In consideration of the provision of the services set out in clause 6.1 above and after all current expenditure due for payment under clause 4 has been paid but before the Natural England management fee is paid in accordance with clause 7.2, the Administrative Body shall be entitled to receive the sum of £20,000.00 [indexed] from the Current Expenditure Account payable on each anniversary of the Commencement Date (subject to Clause 6.5) while it carries out the role of Administrative Body in accordance with the terms of this agreement.
- 6.3 In the event that there are insufficient sums available in the Current Expenditure Account to reimburse invoices submitted in accordance with clauses 4, 6.2 and 7.2 within 28 days of receipt, payment shall be made as soon as sufficient funds are available and in accordance with the priority established in clause 6.2.
- 6.4 At the end of each Financial Year all unpaid invoices shall be carried forward for payment in the following year. Such invoices shall rank for payment in accordance with clause 6.2 and ahead of all subsequent expenditure.

- 6.5 On the third anniversary of the Commencement Date and every third anniversary thereafter the Administrative Body shall be entitled to cease undertaking the functions of the Administrative Body under this Agreement provided that it has given at least six months prior written notice to Natural England and the LPAs. At least seven months prior to the third anniversary of the Commencement Date the annual sum payable to the Administrative Body for each subsequent three year period will be reviewed and revised by the JSPB to reflect future financial management requirements and in order to inform the Administrative Body's decision about whether to continue undertaking its functions under this Agreement.
- 6.6 It is agreed and understood that the role of the Administrative Body is limited to the functions set out in Clause 6.1 above and that the Administrative Body is not assuming any role in providing either financial advice or strategic avoidance and mitigation advice.
- 6.7 The Administrative Body shall keep full records relating to the functions in this clause and allow Natural England and the LPAs, and their statutory auditors access at all reasonable times to such records and the right to take copies of them.
- 6.8 In the event that the Administrative Body for the time being states in accordance with clause 6.5 above that it no longer wishes to carry out its functions under the Agreement, then the LPAs shall use their best endeavours to ensure that the Project continues to be delivered and appoint an organisation with relevant experience and expertise to take over the role of Administrative Body. The LPAs shall carry out such advertising and competition in relation to the appointment of a successor to the Administrative Body as may be necessary to ensure that an open and transparent procedure is followed in relation to such appointment and all applicable laws and rules governing public sector procurement are complied with.
- 6.9 If the Administrative Body for the time being ceases to be responsible for delivery of the Project it shall cease to be a party to this Agreement and any organisation that takes over the functions of the Administrative Body shall be joined as a party to this Agreement.

7 Project delivery

- 7.1 Natural England shall be responsible for the delivery of the Project with a view to achieving the objectives set out at Schedule 3, Part 1 by undertaking the operations set out at Schedule 3, Part 2.
- 7.2 In consideration of the services set out in clause 7.1 above Natural England shall be entitled to receive a management fee of the sum of £10,000 [indexed], payable on each anniversary of the Commencement Date to cover additional costs incurred in delivering the service relating to procurement, finance, human resources & computer support services.
- 7.3 Natural England's responsibilities under clause 7.1 above shall continue for three years with effect from the Commencement Date. No less than 6 months prior to the third anniversary of the Commencement Date, Natural England shall notify the Administrative Body and the LPAs whether it is able to continue to carry out the functions referred to at clause 7.1. In the event that it is able to then it shall carry out the functions for a further three year period and the provisions of clause 7.1 shall continue to apply for such period. The provisions of this clause 7.3 shall apply in relation to the expiry of such further three year period. The same provisions shall apply in relation to any subsequent three year period.
- 7.4 In the event that Natural England states in accordance with clause 7.3 above that it will no longer be able to continue to deliver the Project, then the LPAs shall use their best endeavours to ensure that the Project continues to be delivered and appoint an organisation with relevant experience and expertise to take over the role of Natural England. The LPAs shall carry out such advertising and competition in relation to the appointment of a successor to Natural England as may be necessary to ensure that an open and transparent procedure is followed in relation to such appointment and all applicable laws and rules governing public sector procurement are complied with.
- 7.5 Natural England shall ensure that any contracts entered into with third parties for the purposes of delivering the Project in accordance with clause 7.1 above are assignable, and if Natural England ceases to be responsible for delivery of the Project shall use best endeavours to ensure that all such contracts are assigned or novated to any organisation that takes over the functions of Natural England as a party to the Agreement.

- 7.6 If Natural England ceases to be responsible for delivery of the Project it shall cease to be a party to this Agreement and any organisation that takes over the functions of Natural England shall be joined as a party to this Agreement via a deed of variation or novation agreement agreed by all parties in accordance with clause 9.1 below.
- 7.7 Ownership of capital assets purchased with money paid to Natural England under this Agreement shall lie with Natural England. If Natural England ceases to be responsible for delivery of the Project ownership of such assets will be transferred at zero cost to any organisation that takes over the functions of Natural England as a party to the Agreement. Natural England will endeavour to maintain the capital assets in reasonable repair and condition (fair wear and tear accepted) throughout the time of its ownership but provides no warranty as to the condition of the assets at the date of any such transfer.
- 7.8 Natural England shall report on the progress of the implementation and delivery of the Project to each meeting of the JSPB in accordance with the template for such reports set out at Schedule 4. Natural England shall in addition provide such information about the Project to the Administrative Body and/or the LPAs as may be reasonably required.

8 Governance arrangements

- 8.1 The delivery of the Project shall be overseen by the Project Board. The terms of reference of the Project Board and its membership are set out at Schedule 5, Parts 1 and 2 respectively. The Project Board shall meet every three months during the first year of the Project and every six months thereafter, unless an extraordinary meeting is requested by any Project Board member or so directed by the JSPB. This provision shall remain in place unless the JSPB agree to change the frequency, structure or terms of reference of the Project Board.
- 8.2 The Project Board shall report to the JSPB which shall give final approval to the reviews and recommendations of the Project Board. The terms of reference of the JSPB and its membership are set out at Schedule 5, Parts 3 and 4 respectively.
- 8.3 The governance arrangements referred to in this clause are summarised in the diagram set out at Schedule 5, Part 5.

9 Variation

- 9.1 No variation to this Agreement shall take place without the consent in writing of all parties. Any such variation shall state that it is a variation for the purposes of this clause and shall be signed for and on behalf of the parties to this Agreement.

10 Contract term/termination

- 10.1 This Agreement shall come into force on the Commencement Date and shall continue in force unless terminated in accordance with this clause or ended by mutual agreement.
- 10.2 In the event that any party is in material and substantial breach of this Agreement then any other party may by notice in writing to all the other parties require such breach to be remedied by the party in breach within such reasonable period as may be set out in the notice. The notice shall set out what steps are required to remedy the breach. In the event that the party in breach fails to remedy the breach in accordance with the notice then the issue shall be subject to the dispute resolution procedure set out in clause 11.
- 10.3 This Agreement shall be subject to review every third anniversary of the Commencement Date. In the event that any party considers that the Agreement should be terminated then, subject to satisfying the provisions of Clause 11, it shall notify the other parties to this effect no later than six months prior to such anniversary, setting out its reasons. The parties shall consider the issue of termination and the Agreement shall terminate if and when a majority of two-thirds of the parties to this Agreement agree to such termination.
- 10.4 Following termination of the Agreement in accordance with this clause and in lieu of any substantially similar agreement taking this Agreement's place then under the direction of the JSPB any sums of money held by the Administrative Body shall be used to discharge any liabilities incurred by Natural England or any Delivery Body in relation to the Project including the payment of redundancy payments to any employees undertaking work in connection with the Project and in the event that any balance is left this shall be paid to the LPAs in the proportion of their payments of the Guideline Tariffs during the period from the Commencement Date until the date of termination, for the LPAs to spend on implementing alternative avoidance measures under the direction of the JSPB.

11 Dispute Resolution

11.1 The following provisions shall apply in the event of any disputes arising between the parties relating to this Agreement;

11.1.1 The parties will endeavour to notify each other of any anticipated dispute arising under or in relation to the terms of this Agreement to the intent that it can be avoided by negotiation between them.

11.1.2 The parties will endeavour to resolve any dispute which does arise by direct negotiations in good faith between senior executives. The dispute may on the request of any party, be referred to mediation if it cannot be resolved by direct negotiation. The mediator shall be appointed, on the application of any party, by the Centre for Dispute Resolution. In the event of a referral to mediation each party shall pay its own costs in respect of the mediation.

11.2 Any dispute not resolved in accordance with clause 11.1 above shall be referred to and finally be resolved by arbitration in accordance with the Arbitration Act 1996. The identity of the arbitrator shall be agreed between the parties or in default of agreement appointed by the President of the Law Society.

12 Third Party Rights

12.1 The parties do not intend any term of this Agreement to be enforceable by any third party.

13 Entire Agreement

13.1 This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter of this Agreement and, save as may be expressly referred to stated or referenced herein, supersedes all prior representations, documents, negotiations or understandings with respect hereto and neither party has entered into this Agreement in reliance upon any representation whether written or oral by the other party or anyone acting or purporting to act on such other parties behalf.

14 Waiver

14.1 The failure of any party to insist upon strict performance of any provision of this Agreement, or the failure of any party to exercise any right or remedy to which it is

entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligation established by this Agreement.

14.2 A waiver of any default shall not constitute a waiver of any subsequent default.

14.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated by the waiving party to the other party in writing.

15 Law and jurisdiction

This Agreement shall be considered as a contract made in England and according to English Law, and shall be subject to the exclusive jurisdiction of the English Courts to which all parties hereby submit.

16 Assignment

This Agreement is personal to the parties hereto and may not be assigned without the prior consent of all parties.

17 Freedom of Information and Transparency

17.1 The parties shall comply with their obligations under FOIA and the EIR.

17.2 In the event that a party receives a request for information under FOIA or the EIR that includes a request for information relating to any other party to the agreement, the party receiving the request shall forward it to that other party as soon as practicable and shall take account of any representations made by that other party received in time to respond to such request.

17.3 The parties shall provide each other with reasonable assistance in responding to requests for information under FOIA or the EIR when requested to do so by a party to this agreement.

17.4 Notwithstanding any other term of this Agreement the parties acknowledge and agree that except for any information which is exempt from disclosure in accordance with the provisions of FOIA or the EIR the content and/or text of this Agreement and any

Schedules thereto (including details of any payments made by or to the Administrative Body) does not constitute confidential information.

- 17.5 Notwithstanding any other term of this Agreement, each party acknowledges that any other party may publish this Agreement in its entirety, including from time to time any agreed changes to the Agreement, in order to comply with their transparency duties. Each party further gives its consent to the other parties to publish any payments made or received under the terms of this Agreement.

18 Data Protection

The parties shall comply with their obligations under the Data Protection Act 1998 insofar as performance of this Agreement gives rise to obligations under this legislation.

IN WITNESS whereof the parties hereto have executed this deed the day and year first before written

SCHEDULE 1

National England Guideline Methodology

SCHEDULE 2
Financial Reporting Requirements

SCHEDULE 3

Project

Part 1

Objectives

Part 2

Operations

SCHEDULE 4
Report Template

SCHEDULE 5
Governance Arrangements

Part 1

Project Board Terms of Reference

Part 2

Joint Strategic Partnership Board Terms of Reference

Part 3

Diagram of Governance Arrangements

THE COMMON SEAL of NATURAL)
ENGLAND was hereunto affixed in the)
presence of:)

Executive Director Capability

THE COMMON SEAL of)
HAMPSHIRE COUNTY COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of BRACKNELL)
FOREST BOROUGH COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

Mayor

Borough Solicitor

THE COMMON SEAL of
ELMBRIDGE BOROUGH COUNCIL
was hereunto affixed to this Deed in the
presence of:

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)
)

Alan Harrison
Head of Legal Services

THE COMMON SEAL of
GUILDFORD BOROUGH COUNCIL
was hereunto affixed to this Deed in the
presence of:

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)
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Mayor

Head of Legal and Democratic Services

THE COMMON SEAL of
HART DISTRICT COUNCIL
was hereunto affixed to this Deed in the
presence of:

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)
)
)

Chief Executive

THE COMMON SEAL of
ROYAL BOROUGH OF WINDSOR
AND MAIDENHEAD
was hereunto affixed to this Deed in the
presence of:

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)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of
RUNNYMEDE BOROUGH COUNCIL
was hereunto affixed to this Deed in the
presence of:

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)
)

Chief Executive / Corporate Head of
Governance and Assets

THE COMMON SEAL of
RUSHMOOR BOROUGH COUNCIL
was hereunto affixed to this Deed in the
presence of:

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)
)
)

Leader of the Council

Solicitor to the Council

THE COMMON SEAL of)
SURREY HEATH BOROUGH COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

Legal Services Manager

THE COMMON SEAL of)
WAVERLEY BOROUGH COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

Authorised Officer

THE COMMON SEAL of)
WOKING BOROUGH COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

Mayor

Head of Legal Services

THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL
was hereunto affixed to this Deed in the
presence of:

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Head of Governance and Democratic
Services

Thames Basin Heaths

Strategic Access Management and Monitoring Project

Tariff Guidance

1. Background

- 1.1 The Thames Basin Heaths Special Protection Area (TBH SPA) covers over 8,400 hectares of Sites of Special Scientific Interest (SSSI) within Berkshire, Hampshire and Surrey. A 5km boundary extended around the SPA involves significant parts of eleven local authorities, with four further authorities containing only very small areas. The SPA is designated for breeding populations of Dartford warbler, nightjar and woodlark, which are protected species under the EC Wild Birds Directive (Council Directive 2009/147/EC on the conservation of wild birds).
- 1.2 SPAs are protected in UK law by the Habitats Regulations (2010)¹. Under the Habitats Regulations, development proposals must not give rise to adverse effects on the integrity of the SPA, either alone or in combination with other plans and projects, and if they are likely to, measures must be secured to remove this impact, otherwise the Competent Authority is obliged to refuse permission (subject to the exception tests set out in Regulation 62).
- 1.3 Housing delivery will lead to a significant rise in population within the boroughs and districts around the Thames Basin Heaths SPA. Investigations of the visitor patterns of current residents around the SPA have shown that it is likely that this new population will also use the SPA for recreation. Both local evidence and that from other areas has demonstrated the damaging effects of human disturbance (and people with their dogs) on the three heathland bird species. Without appropriate and proportionate avoidance and mitigation measures, this will damage the populations of these birds breeding within the SPA, and would be contrary to the Habitats Regulations.
- 1.4 Due to the large number of local authorities involved and the cumulative nature of the impacts (a result of many individual housing applications), a co-ordinated approach to the mitigation has been necessary. The Thames Basin Heaths Joint Strategic Partnership Board (JSPB) has been set up to provide the vehicle for joint working between local authorities and other organisations responsible for protection of the Thames Basin Heaths SPA. The JSPB includes Member representation for each affected Local Authority together with a number of stakeholders.

2 Thames Basin Heaths SPA mitigation and avoidance measures

- 2.1 In February 2009 the JSP Board endorsed a strategic Delivery Framework. This recommends a combination of two avoidance and mitigation measures to protect the Thames Basin Heaths from the impacts of new residential development:
 - The provision of Suitable Alternative Natural Greenspaces (SANG)
 - Strategic Access Management and Monitoring (SAMM) measures

¹ The Conservation of Habitats and Species Regulations, 2010

- 2.2 Research undertaken to assess the impact of visitors on the SPA² showed clearly that individual visitors use a number of the component sites. Delivery of the access management and monitoring measures requires strategic joint working by all the affected Local Authorities and other SPA landowners and managers, in order to avoid displacing visitors from one part of the SPA to another.
- 2.3 The Review of the evidence for Natural England's initial delivery plan³ considered that a coordinated SPA-wide ranger service was required to ensure that improvements at one site did not adversely impact others. The Review also emphasised the importance of establishing effective monitoring of both visitors and the SPA bird species in order to understand the effectiveness of mitigation. The Delivery Framework reflects the established research by requiring that mitigation be provided by both SANGs and strategic access management and monitoring together.

3 Strategic avoidance measures

- 3.1 In June 2009 the JSPB agreed an Outline Business Plan⁴ which identified the resources required to provide an effective SAMM project, together with the overall cost of providing strategic mitigation. As with SANGs, the work would be funded by contributions from all new additional residential dwellings within 5km of the SPA⁵. SANGs are funded by tariffs collected individually by each local authority and the JSPB endorsed the principle of a separate single tariff to fund SAMM measures in perpetuity. This would be collected centrally and used strategically across the SPA.
- 3.2 The Outline Business Plan included a team of wardens and detailed monitoring of both visitors and the SPA birds. The tariff provided for both annual revenue expenditure and the creation of an investment fund for the long term.
- 3.3 The Strategic Access Management and Monitoring Board has been established by the JSPB in order to provide an overview of the SAMM project. The SAMM Board consists of local authority members and Natural England, advised by key land managers responsible for SPA sites including the MoD and Forestry Commission.

4 Tariff

- 4.1 The tariff was set at £630 per dwelling and it was agreed that Local Authorities should seek to endorse this tariff and implement mechanisms to collect it by October 2009. The tariff would be collected by an Administrative Body (Hampshire County Council) and the delivery managed by Natural England. The sum provides for £190 towards annual expenditure and £440 to the long term investment fund.

² Visitor Access Patterns on the Thames Basin Heaths, Liley, D, Jackson, D. & Underhill-Day, J. (2005). English Nature.

³ Review of Evidence Underpinning the English Nature Thames Basin Heaths Delivery Plan. Report to the Department for Communities and Local Government. RPS 2006.

⁴ Outline Business Plan for the Thames Basin Heaths Strategic Access Management and Monitoring Project, Joint Strategic Access Board 18th June 2009.

⁵ Residential developments of over 50 houses between 5 - 7km from the edge of the SPA should be assessed on a case by case basis and may also be required to provide appropriate mitigation.

- 4.2 The tariff was established with reference to the anticipated increase in population and a detailed analysis of the resources which would be needed to address the increased number of visitors to each part of the SPA. An estimate of the number of houses (2,824 per year over 17 years) was taken from the South East Plan⁶ and the cost of access measures and monitoring calculated in consultation with a wide range of organisations delivering similar services. Table 1 provides a summary:

Table 1: Calculation of £630 per dwelling

	Annual Cost	
Staff and wardening service	£390,000	See Appendix 3 for details of expenditure
Monitoring inc capital costs	£55,500	
Contingency	£43,900	
Administrative body fees	£20,000	
Natural England management fee	£10,000	
VAT contingency*	£17,160	
Total cost	£536,560	
Revenue funding per house	£190	Est. 2,824 houses/yr yielding £536,560
Capital investment per house	£440	See Appendix 2
Total average tariff per house	£630	
Notes The approach to rounding reflects the original calculations conducted by a number of individuals. This has been replicated to maintain consistency with previously published and agreed documents. The level of variation in the figures is not significant. * VAT on all monitoring and capital costs; plus part of wardening costs.		

- 4.3 Following discussions with the local authorities a legal opinion was jointly sought to establish whether the proposed tariff was compliant with Circular 05/2005⁷. An opinion was received from David Elvin (Landmark Chambers) which concluded that the tariff did meet the requirements of the Circular except in regards to being a flat rate tariff. The opinion considered that a flat rate tariff would not be proportional and would fetter the local authorities' discretion.
- 4.4 The opinion also stated that a tariff which included the number of bedrooms and/or distance would be proportionate and acceptable. The current Thames Basin Heaths

⁶ The South East Plan - Regional Spatial Strategy for the South East of England (May 2009)

⁷ ODPM Circular 05/2005 *Planning Obligations*.

SANG and SAMM tariffs take account of distance through the current distance zoning scheme.

- 4.5 In response, Natural England and the local authorities agreed a proportional tariff based on the number of bedrooms. A tariff developed using these guidelines is considered to meet all the requirements of current policy guidance and, in conjunction with SANGs, will be able to provide effective mitigation to address the impact of additional housing on the SPA.
- 4.6 The legal opinion states that the tariff can be established by reference to the overall sum needed to deliver the required mitigation. The overall sum required was established by the SAMM Outline Business Plan and has been agreed by the local authorities and Natural England. The best available figures are used throughout for calculating the tariff and local authorities are expected to use local data wherever appropriate.

5 Calculation of contribution

- 5.1 The proportional tariff is calculated using a simple equation based on occupancy and a per capita Standard Cost. The standard cost is derived from the overall sum required and the number of new residents. In order to ensure that the scheme is fit for purpose, the TBH SAMM tariff includes an enabling adjustment, which provides confidence that the overall income will be sufficient to ensure that the SPA is not adversely affected.

$$\text{Tariff} = (\text{Occupancy} \times \text{Standard Cost}) + \text{Enabling Adjustment}$$

- 5.2 Table 2 provides an estimate of the per capita contribution required to provide the overall sum. The enabling adjustment is obtained by including data on the predicted mix of house size.

Table 2: Overall costs

Number of dwellings	2,824	Forecast delivery within 5km of SPA
Original revenue	£536,560	Annual sum required for mitigation
Original investment	£1,242,560	Invested into long term fund
Original total	£1,779,120	Investment + revenue, total required annually
Original tariff	£630	$£1,779,120 \div 2,824 = £630$ per dwelling
Occupancy	2.4	Agreed figure used in the Delivery Framework
Total no. Residents	6,778	$2,824 \times 2.4$ (No. dwellings x Occupancy)
Standard Cost	£263	$1,779,120 \div 6778$ (Total sum ÷ No. residents)

- 5.3 Table 3 shows an example of a proportional tariff scale for the TBH SAMM project. The scale uses average figures for occupancy and housing sizes obtained from a number of the relevant local authorities. Appendix 2 details the calculations and provides background data.

Table 3: Example SAMM tariff

No. of bedrooms	Recommended tariff
1	£399
2	£526
3	£711
4	£807
5	£1,052

- 5.4 Where possible local authorities should use local data for occupancy and distribution of house sizes. The information should be recent and reflect experience of market delivery rather than housing need.

6 Collection of the tariff

- 6.1 The SAMM tariff is collected by local authorities, normally upon commencement of the development. Within the TBH area, Hampshire County Council will act as the Administrative Body and provide banking services. The service will be delivered by Natural England and any other body which may be employed by Natural England. A legal contract agreed between the local authorities, Hampshire County Council and Natural England defines the roles and responsibilities of each of the partners and establishes a structure for the funds to be managed.
- 6.2 Information on planning applications and commencements will be provided by planning departments to ensure that there is proper control of the finances. Hampshire County Council will provide an independent annual audit of both investment and annual budgets. The SAMM Board will meet regularly to agree the budget and priorities, and formally report to the JSPB.

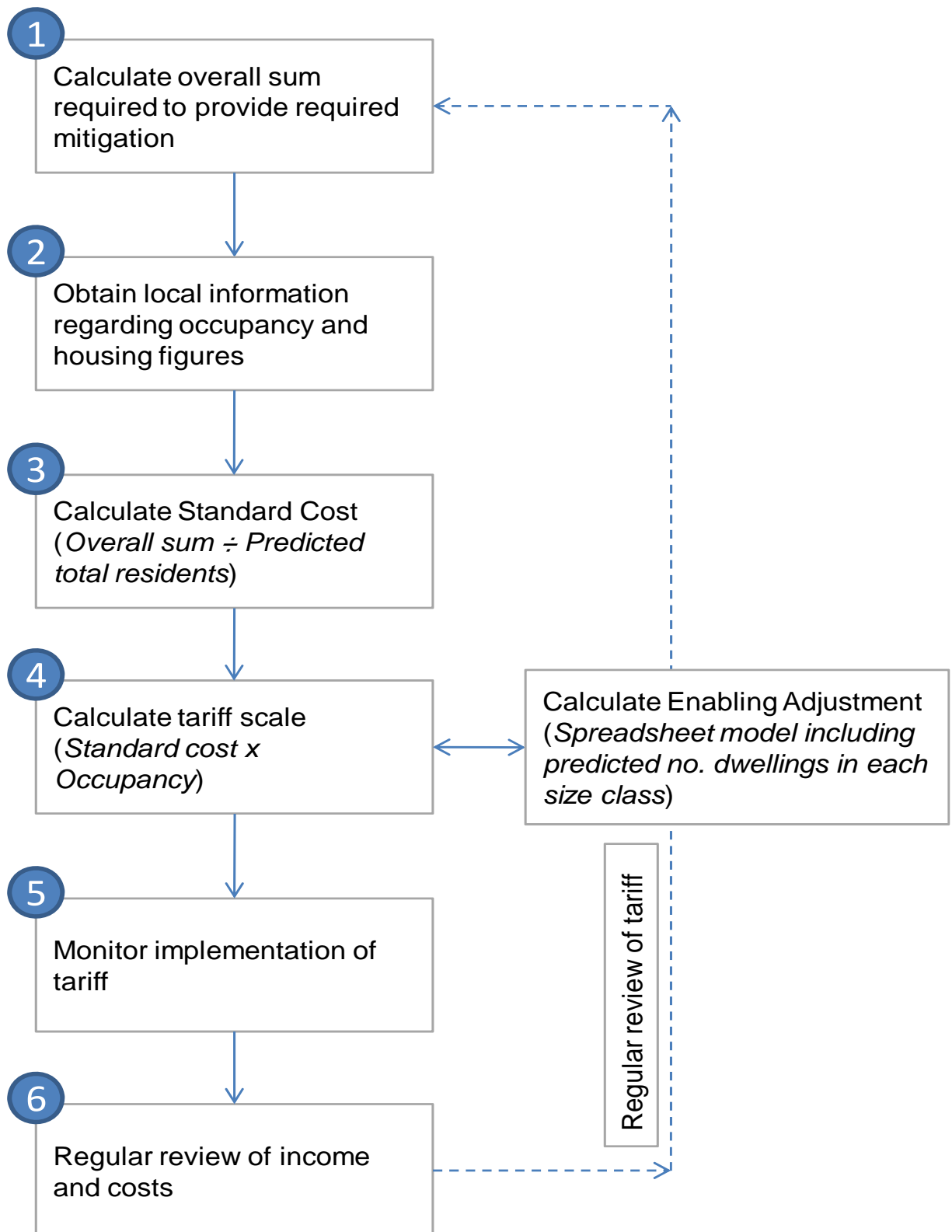
7 Review of the tariff

- 7.1 Detailed records will be kept of all SAMM expenditure and resource allocation so that local authorities will be able to monitor expenditure within their local areas. Combined with detailed monitoring of visitors and the SPA bird species, this will provide clear information on the effectiveness of the SAMM project and SANGs.
- 7.2 The SAMM tariff will be reviewed regularly and initially within the first two years of adoption. The first review will take account of the uncertainties introduced by the change in the tariff system, delay in implementation and current economic climate.

8 Implementation of tariff

- 8.1 The methodology described here provides a mechanism for calculating a tariff which is considered to meet the requirements of national policy and reliably provide the requisite level of mitigation.
- 8.2 It is not obligatory to use this tariff methodology when providing strategic mitigation. In agreement with Natural England, local authorities are entitled to use a different methodology or undertake Appropriate Assessments of individual developments which are able to provide a suitable alternative SPA-wide avoidance strategy.

Appendix 1 – Flow chart of process



Appendix 2 – Details of TBH SAMM tariff calculation

9 Calculation of tariff

- 9.1 Details of how information about occupancy and house sizes are used to generate a proportional scale of tariffs providing the required total sum are shown in the following sections.

$$\text{Tariff} = (\text{Occupancy} \times \text{Standard Cost}) + \text{Enabling Adjustment}$$

$$\text{Tariff} = (\text{Occupancy} \times \text{£263}) + 8\%$$

10 Occupancy

- 10.1 Occupancy figures have been obtained from a number of sources and used to calculate example estimated average figures.

Table 4: Occupancy figures

Dwelling	Waverley ¹	Hart ²	Elmbridge ³	Woking ⁴	Wokingham ⁵
1 bedroom	1.31	1.3	1.2	1.4	1.29
2 bedroom	1.76	2.42	1.8	1.9	1.68
3 bedroom	2.51		2.5	2.5	2.17
4 bedroom	2.86	3.5	2.8	2.9	2.9
5 bedroom +	3.73		3.6		3.48

[1] Surrey wide data.

[2] Figures correspond with North East Hampshire Transport Strategy.

[3] Survey work by Surrey County Council and accepted in 1998 by the Local Plan Inquiry Inspector.

[4] Census 2001.

[5] Wokingham BC 2003.

Occupancy figures used in tariff calculations		
Dwelling	Occupancy	Tariff (Occupancy x £263)
1 bedroom	1.40	£369
2 bedroom	1.85	£487
3 bedroom	2.50	£658
4 bedroom	2.85	£747
5+ bedroom	3.70	£974
Average occupancy figures have been selected on a precautionary basis.		

11 Housing stock

- 11.1 The size of future housing stock has been obtained from a number of sources and used to provide example average figures for future delivery

Table 5a: Housing Stock

No. of bedrooms	Guildford	Waverley	Woking	Hart	Rushmoor	Surrey Heath	Average
1	12%	18%	19%	10%	10%	10%	13.1%
2	41%	42%	28%	30%	50%	40%	38.6%
3	29%	19%	39%	35%	20%	40%	30.4%
4+	17%	21%	14%	25%	20%	10%	17.9%
Guildford, Waverley and Woking; West Surrey Strategic Housing Market Assessment 2009 Hart, Rushmoor and Surrey Heath; NW Surrey and NE Hampshire Strategic Housing Market Assessment 2008							

Table 5b: Housing Stock: Average % used in SAMM tariff

Number of bedrooms	Overall
1	13%
2	39%
3	30%
4	12%
5+	6%

10. Enabling Adjustment

- 10.1. The Enabling Adjustment is required to ensure that the proportional tariff provides an average approximating £630 regardless of the mix of housing and local occupancy figures. Using the average figures, the required adjustment is 8%, calculated using a simple spreadsheet model.

Table 6: Tariff including Enabling Adjustment at 8%

No. bedrooms	Occupancy	Tariff	% dwellings	No dwellings	Income generated
1	1.40	£399	13%	367	£146,433
2	1.85	£526	39%	1101	£579,126
3	2.50	£711	30%	847	£602,217
4	2.84	£807	12%	339	£273,573
5+	3.70	£1,052	6%	170	£178,840
Overall				2824	£1,780,189
Average tariff : £1,780,189 ÷ 2824 = £630					

Appendix 3: Strategic Access Management and Monitoring Project

11 Overall costs

- 11.1 The Strategic Access Management and Monitoring project will secure the employment of a Project Co-ordinator and one Warden initially, and then later (as funds allow) an Education Officer and further warden staff. These staff will work with existing rangers and wardens to provide consistent messages to SPA visitors and promote use of the SANGs.
- 11.2 The project also includes a monitoring strategy which will measure both visitor use (of the SPA and the SANGs) and populations of the three SPA birds to ensure that the avoidance and mitigation measures are functioning effectively to avoid any adverse impact of development on the bird populations.
- 11.3 The SAMM project will provide a presence on all sites comprising the SPA but will focus resources according to clear priorities. The priority sites will be those where it is possible to have the greatest influence on visitor behaviour and appreciation of the SPA.
- 11.4 The tables below provide further information on the roles and costs of the staff. In the early years of the project the income will increase slowly and the project will develop in stages. Establishing baseline visitor information and monitoring changes in visitor patterns will be a priority, together with continuing the long term monitoring of the SPA birds. Staff will be employed flexibly with a gradual increase in numbers.

Table 7: SAMM project annual costs

Item	Cost*	Notes
Natural England	£80,000	Staff costs
Wardening	£310,000	4 full time and 10 seasonal wardens
Monitoring	£49,000	See monitoring strategy proposal
Subtotal	£439,000	
Contingency @ 10%	£43,900	
Natural England costs	£10,000	
Hampshire CC finance	£20,000	Costs associated with Treasurer function
Establishment costs	£6,500	Capital costs over 16 years
VAT contingency	£17,160	
Overall	£536,560	
*Revised costs derived from Outline Business Plan and Monitoring Strategy.		

Table 8: Capital Fund

Based on the following assumptions the Capital Fund would be continuing to grow whilst covering the full estimated annual costs.	
Income	
<ul style="list-style-type: none"> The Tariff will initially average £190 and £440 per dwelling. The Tariff will be reviewed as a priority to ensure that housing and cost assumptions are as accurate as possible. A 10% increase in tariff takes place in 2011/12. The tariff subsequently increases every 5th year by 15%. Interest rates based on interest yield market projections are: <ul style="list-style-type: none"> 2010/11 0%, 2011/12 1%, 2012/13 2% 2013/14 3% 2014/15 onwards 4% The Administrative Body will pay a rate of interest of Base Rate -0.5% where the Base Rate is above 0.5%. Where the Base Rate is 0.5% or below then no interest will be paid. Once the fund has reached an appropriate size (to be directed by the JSPB) then an independent adviser will be engaged to manage the long term fund. It will be important to maximise the return on investment in accordance with the JSPB investment and risk appetite. The increase in return and the costs associated with engaging an independent adviser have been excluded at this time. Interest rates applied in the calculation are: 2010-11=0, 2011-12=0.5%, 2012-13=1.5%, 2013-14=2.5%, 2014-26=3.5%, 2026 Onwards 4%. 	
Costs	
<ul style="list-style-type: none"> The cost estimates used have been revised estimates of activity provided by Natural England to reflect the revisions to the build forecasts. Based on likely public and industry sector knowledge costs have not been inflated until they reach the full cost level at year 10 in 2018-19. Inflation applied from 2018 onwards is set at the Bank of England target level of 2%. 	

Table 9: Predicted costs of actual delivery of wardening service

	Cost	Note
Full time staff		
Salary inc additional costs	£30,800	Annual
Equipment, transport, accommodation	£10,824	
Total	£41,624	
Total cost - 4 staff	£166,496	
Seasonal staff		
Salary inc additional costs	£11,178	For period March - September (25 weeks)
Equipment, transport, accommodation	£2,959	
Total	£14,137	
Total cost – 10 staff	£141,370	
Overall wardening cost	£307,866	

Table 10: Detailed monitoring costs

Capital item/initial costs	Cost
Installation of 80 pressure mat counters	£55,000
Initial visitor numbers and questionnaire surveys with analysis across the SPA/SANGS	£40,000
Contingency 10%	£9,500
Total Capital Costs	£104,500
Annual cost over 16 years (rounded down to nearest 100)	£6,500
Annual costs	
Full Visitor Survey on the SPA after 5 years (collected per annum)	£10,000
Annual maintenance of pressure counters	£3,000
Fire recording, collation and storage	£2,000
Site capacities initial survey and analysis	£13,000
Collation and storage of records (planning, visitors, birds surveys, incidents, SANGs etc	£12,000
SPA bird surveys	£5,000
Car park counts analysis	£2,000
Household postal survey on open space usage	£2,000
Total annual costs	£49,000

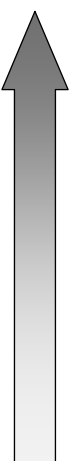
12. Staff roles and project priorities

12.1. The mitigation provided by the SAMM project is entirely additional and complementary to existing resources which are already working on the SPA. The SPA Rangers will be focussed on managing visitors and access together with monitoring visitors and access. The following tables provide an indication of the roles of the staff and priorities.

Table 11: Roles of SAMM project staff

Project coordinator
i. Overall coordination of TBH project.
ii. Management of budget.
iii. Line management of staff.
iv. Coordination and analysis of survey information.
v. Production of reports and liaison with local authorities.
Education and Communication Officer
i. Coordinating interpretation and educational materials.
ii. Providing information and educational resources to local authorities and partners.
iii. Volunteer co-ordination for bird surveys, car park counts and evaluating potential for using volunteers and/or wardening service for visitor questionnaires in the future.
Wardens
i. Raising awareness amongst visitors of the importance and sensitivity of the SPA.
ii. Encouraging visitors to behave responsibly on the SPA.
iii. With existing land managers, assessing visitor infrastructure and focussing on the practical experience of visitors to identify on the ground improvements.
iv. Promoting alternative recreational areas, including SANGS.

Table 12: Budget priorities

Priority	Monitoring	Staffing	Other
	SPA wide visitor survey	Project coordination	SPA identity
	Regular visitor counts		Volunteer involvement
	Annual bird monitoring		
	Pressure pads	Full time wardens	
	Postal surveys	Seasonal wardens Education & communication officer	Educational material Interpretation

SCHEDULE 2

Financial Requirements

1. Reporting

The Administrative Body (Hampshire County Council) will provide suitable income and expenditure accounts every six months that will include the following:

Income

- sources of income (i.e. from each LPA)
- date of income (i.e. from each LPA).
- value of contributions from each LP
- cumulative contributions from each LPA

Expenditure

- destination of payment (i.e. to whom paid)
- period in which payment was made
- value of each payment
- cumulative value of the payments

Balances

- cumulative balances on the Current Expenditure Account
- cumulative balances on the Endowment Account

A summary report of the income received will be provided to Natural England.

Copies of the report layouts are shown in Schedule 4 of the Agreement.

The Administrative Body will prepare the annual accounts for audit, and arrange for the accounts to be audited.

2. Receiving Income from the LPAs

Income will be received quarterly by BACS transfer. The BACS details are:

Account Name:	Hampshire County Council.
Bank:	Nat West Bank, Winchester Branch, High Street, Winchester, SO23 9AW
Sort Code:	62-28-49
Account Number:	00000000.

3. Holding the Funds

One cost centre for the Endowment Account to be set up. A separate cost centre for the Current Expenditure Account to be set up. As per clause 3.2 of the legal

agreement, the split between the two accounts for the first three years of the project will be as follows:

- First Financial Year after the Commencement Date – up to 40% will be coded to the Endowment Account, and the rest to the Current Expenditure Account.
- Second Financial Year after the Commencement Date – up to 50% will be coded to the Endowment Account, and the rest to the Current Expenditure Account.
- Third Financial Year after the Commencement Date – up to 70% will be coded to the Endowment Account, and the rest to the Current Expenditure Account.

Both accounts (i.e. Current Expenditure A/C and Endowment A/C) will pay interest at a rate no lower than 0.5% below the Bank of England's base rate.

4. Making Payments

Payments from the Current Expenditure Account will be made quarterly upon receipt of detailed instructions from the Board or its authorised representative.

5. Investment Advice

The Administrative Body will not offer any advice on investing the balances in the Endowment Account, as it is not a registered financial adviser.

Local Planning Authorities Quarterly Returns

Local Planning Authority name: _____

Summary Financial Report for Quarter.....

	Location 1	Location 2	Location 3	Location 4	Totals
Name of Location					
Developers' Tarriffs for the Quarter					£0.00
a) Number of Developments					0
<u>Description:</u>					
b) Number and Type of Units:					
House					0
Flat					0
Maisonette					0
c) No of Bedrooms in each Type of Unit:					
House					0
Flat					0
Maisonette					0

Notes

Complete the greyed out boxes for each location

Locations: Fill in the name of the location of each Relevant Development

Developers' Tarriffs: The total amount received in the Quarter for all the Relevant Developments

No of Developments: The total number of Relevant Developments for the Quarter

No and Type of Units: The total number of houses, flats and maisonettes in the Relevant Developments for the Quarter

No of Bedrooms: The total number of bedrooms in the houses, flats and maisonettes in the Relevant Developments for the Quarter

Schedule 4

Joint Strategic Access Management Board

Thames Basin Heaths - Financial Report for Quarter.....

	Previous Years' Total	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Annual Total	Cum total
1. INCOME							
Bracknell Forest BC						£0	£0
Elmbridge BC						£0	£0
Guildford BC						£0	£0
Hart DC						£0	£0
Runnymede BC						£0	£0
Rushmoor BC						£0	£0
Surrey Heath BC						£0	£0
Waverley BC						£0	£0
Windsor & Maidenhead RB						£0	£0
Woking BC						£0	£0
Wokingham BC						£0	£0
Total Income	£0	£0	£0	£0	£0	£0	£0
Maintenance Fund (30%)	£0	£0	£0	£0	£0	£0	£0
Endowment Fund (70%)	£0	£0	£0	£0	£0	£0	£0
2. MAINTENANCE FUND							
a). EXPENDITURE							
Payees or categories as advised by the JSPB						£0	£0
as above						£0	£0
as above						£0	£0
as above						£0	£0
as above						£0	£0
as above						£0	£0
as above						£0	£0
Total Expenditure	£0	£0	£0	£0	£0	£0	£0
b). BALANCE	£0	£0	£0	£0	£0	£0	£0
3. ENDOWMENT FUND							
a). EXPENDITURE							
Payees or categories as advised by the JSPB						£0	£0
as above						£0	£0
as above						£0	£0
as above						£0	£0
Total Expenditure	£0	£0	£0	£0	£0	£0	£0
b). BALANCE	£0	£0	£0	£0	£0	£0	£0

Natural England

Thames Basin Heaths - Summary Financial Report for Quarter.....

	Bracknell Forest BC	Elmbridge BC	Guildford BC	Hart DC	Runnymede BC	Rushmoor BC	Surrey Heath BC	Waverley BC	Windsor & Maidenhead RB	Woking BC	Wokingham BC
<u>Location(s)</u>											
Location 1											
Location 2											
Location 3											
Developers' Tarriffs for the Quarter											
a) Number of Developments											
<u>Description:</u>											
b) Number and Type of Units:											
House											
Flat											
Maisonette											
c) No of Bedrooms in each Type of Unit:											
House											
Flat											
Maisonette											

Notes

Locations: Fill in the name of the location of each Relevant Development

Developers' Tarriffs: The total amount received in the Quarter for all the Relevant Developments

No of Developments: The total number of Relevant Developments for the Quarter

No and Type of Units: The total number of houses, flats and maisonettes in the Relevant Developments for the Quarter

No of Bedrooms: The total number of bedrooms in the houses, flats and maisonettes in the Relevant Developments for the Quarter

Totals	£0.00	0	0	0	0	0	0
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FINAL ACCOUNTS

The summary level Final Accounts will be drawn up and comply with the Code of Practice on Local Authority Accounting in the United Kingdom.

SCHEDULE 3

Thames Basin Heaths SPA Strategic Access Management and Monitoring Project

Project background

This project will deliver one of the two component measures required to avoid and mitigate against the impacts of housing development on the Thames Basin Heaths Special Protection Area (SPA). It will provide a strategic visitor management and monitoring service across the SPA, funded by a Section 106 tariff per net additional dwelling collected by affected Local Authorities. This service will provide an additional complement of full time and seasonal wardens to support and supplement mechanisms already in place to direct and educate users of the SPA, and contribute to a reduction in disturbance. Implementation of a monitoring strategy will provide assurances to developers that their financial contribution is being spent appropriately and that the agreed measures are effective. A strategic SPA-wide access management and monitoring programme is required, in perpetuity, by the South East Plan Policy NRM6: Thames Basin Heaths SPA.

Part 1

Objectives

1. Working in partnership, the overall aim of the Strategic Access Management and Monitoring Project is to protect the SPA from recreational pressures arising from new housing development through education (both on and off site), guidance, and promoting the use of Suitable Alternative Natural Greenspace (SANG) sites.
2. Objectives
 - i. Finalising and securing implementation of mechanism for collecting developer contributions from Local Authorities and redistributing them to the Project;
 - ii. Promotion of new access opportunities for local people (SANGs);
 - iii. Monitoring of Planning Permissions granted;
 - iv. Monitoring of visitor use of SANGs and SPA;
 - v. Monitoring of Annexe 1 birds on SPA sites;
 - vi. Analysis and reporting on monitoring data;
 - vii. Provision of an SPA-wide on-the-ground wardening service to support and supplement existing management mechanisms;
 - viii. Provision of an education programme;
 - ix. Appropriate branding of strategic access management;
 - x. Creation of new volunteering opportunities (within the monitoring process);
 - xi. Demonstration of best practice for strategic access management of visitors and visitor infrastructure, particularly where the supply of open space is heavily dependent on protected areas.

Part 2

Operations

- 1 Phase 1 will involve setting up the project and Phase 2 will involve developing operational delivery gradually in subsequent years.
- 2 Phase 1 (to be carried out by the Project Co-ordinator):
 - i. Overseeing production of legal agreement defining funding arrangements and relationships between the 11 Local Authorities, Hampshire County Council, and Natural England as the delivery body.
 - ii. Finalising the Business Plan.
 - iii. Writing specification for the wardening plan.
 - iv. Writing job description for the Education and Communication Officer post.
 - v. Writing draft Communication and Engagement Plan.
 - vi. Once funds available, appointing Education and Communication Officer and wardening service.
- 3 Phase 2 will see the implementation the Strategic Access Management and Monitoring service which consists of:
 - i. a wardening service
 - ii. a monitoring service
 - iii. an education and communication service
 - iv. a facilitation role

3.1 Wardening service

This is an additional on-the-ground presence to the existing wardening resources on the SPA (which need to be maintained at existing levels to cope with existing pressure). The additional wardens will integrate with existing management teams to deal with pressures arising from new residents, and their primary roles will be:

- a) Raising awareness amongst visitors of the importance and sensitivity of the SPA;
- b) Encouraging visitors to behave responsibly on the SPA;
- c) With existing land managers, assessing visitor infrastructure and focussing on the practical experience of visitors to identify on-the-ground improvements;
- d) Promoting alternative recreational areas, including SANGs.

3.2 Monitoring Service

Key elements of the monitoring strategy specifically within the framework of this proposal will be delivered by:

- a) Natural England Project Co-ordinator: Responsible for Annual Reports, financial reporting on monitoring expenditure, commissioning key items of work, co-ordinating analysis in partnership with the Surrey Biodiversity Information Centre of surveys, data, etc.

- b) Natural England Education and Communication Officer: Volunteer co-ordination for bird surveys, car park counts and evaluating potential for using volunteers and/or wardening service for visitor questionnaires in the future.
- c) Surrey Biodiversity Information Centre – Receives data on planning permissions and S106 agreements, visitor surveys and numbers (from pressure pad counters), bird data. Carries out data analysis in consultation with the Project Co-ordinator.
- d) Wardening Service – Includes monitoring changes in visitor behaviours, working with land management organisations to install visitor counters, recording incidents, car park counts, working with volunteers.

3.3 Communication and Education Service

Supporting the on-the-ground work of the wardens to help people fully understand, value and respect the natural history of the SPA and encourage them to take action to conserve and enhance it. It will establish a project identity and relationships with key organisations (including local authorities, Wildlife Trusts, Forestry Commission, The Crown Estate), including a volunteer network and partnerships with schools and communities (police, fire service, etc.).

3.4 Facilitation role

Enabling the land managers to work together to share resources and best practice co-ordinated through the Access Management and Monitoring Partnership.

Highlight Report - Summary Dashboard

Programme or Project Name		
Report Created by		
Date of Report		
Reporting Frequency		
Date next highlight report due		

	Performance to date	Performance outlook
Delivery Confidence	GREEN	GREEN

Time	GREEN	GREEN
Total Programme/Project Cost	GREEN	GREEN
Benefits (financial and non-financial)	GREEN	GREEN
Aims and Scope	GREEN	GREEN
Governance	GREEN	GREEN
Skills and Capability	GREEN	GREEN
Key Processes	GREEN	GREEN
Dependencies	GREEN	GREEN
Business Readiness to Change	GREEN	GREEN
Supplier Performance	GREEN	GREEN

Summary of progress in reporting period

Summary of expected progress in next reporting period

Key Project Milestones	Date Expected	Date Achieved
Key milestone 1		
Key milestone 2		
Key milestone 3		
Key milestone 4		
Key milestone 5		
Key milestone 6		
Key milestone 7		
Key milestone 8		
Key milestone 9		
Key milestone 10		

Highlight Report

Programme or Project Name		
Report Created by		
Date of Report		
Reporting Frequency		
Date next highlight report due		

Elements of delivery confidence	Performance to Date	Performance to date RAG status description and supporting narrative		Performace Outlook
Delivery Confidence	GREEN	Status description	Successful delivery of the project to time, cost and quality appears highly likely and there are no major outstanding issues that at this stage appear to threaten delivery significantly	GREEN

Time	GREEN	Status description	The project/programme is on schedule or ahead of schedule but remains within time tolerance.	GREEN
		Supporting Narrative		
Total Project/Programme Costs	GREEN	Status description	The project/programme costs are on budget or below budget but remains within cost tolerance.	GREEN
		Supporting Narrative		
Benefits (Financial and Non-Financial)	GREEN	Status description	The Project/Programme has clearly defined benefits and is forecast to realise the benefits as planned.	GREEN
		Supporting Narrative		
Aims and Scope	GREEN	Status description	The aims and scope are well defined and stable, and supported by a defined change control process.	GREEN
		Supporting Narrative		
Governance	GREEN	Status description	A clear governance structure is in place. Roles are allocated with responsibilities and decision making capacity clearly defined. Governance is being effectively implemented.	GREEN
		Supporting Narrative		
Skills and Capabilities	GREEN	Status description	The project/programme is fully resourced, and there are no major skill gaps.	GREEN
		Supporting Narrative		
Key Processes	GREEN	Status description	Processes fully defined and implemented in line with best practice, and being managed with a high degree of confidence and effectiveness.	GREEN
		Supporting Narrative		
Dependencies	GREEN	Status description	Project/programme external dependencies have been identified. Appropriate communications channels have been put in place and risks identified.	GREEN
		Supporting Narrative		
Business Readiness to Change	GREEN	Status description	Transition activities have been undertaken or are planned. A benefits review plan is in place identifying businesss ownership.	GREEN
		Supporting Narrative		
Supplier Performance	GREEN	Status description	Trust is good and all targets will be delivered. Customer Satisfaction rating is "Very Satisfied"	GREEN
		Supporting Narrative		

Guidance for completing the highlight report

1. Fill in the reference information in rows 3 to 7 at the top of the Dashboard sheet. This will also autofill the appropriate cells on the Highlight Report sheet. Only the reporting dates should change when producing a new report for an existing project.
2. Complete the milestone plan at the foot of the Dashboard sheet. Cells A30-A39 should be renamed with specific milestone names for the project. The baselined dates for these milestones should be entered in the "date due" cells. This information should not change when producing a new report, except if the dates are re-baselined or milestones added/changed/removed formally through a change management process. Actual milestone completion dates should be entered in the "complete?" cells as and when they are completed.
3. For each element of delivery confidence on the "highlight report" sheet, select the appropriate RAG status from the drop down lists (this will also autofill the respective RAG status on the "dashboard" sheet). The associated status description will automatically be created. For reference, the RAG status criteria are listed lower on the "guidance" sheet. A short supporting narrative should be filled in for each element. This should highlight any specific risks or issues, and mitigating actions being taken.
4. Select an overall RAG status for delivery confidence. No supporting narrative is required for this indicator: it should reflect the total confidence in delivering the project based on the individual elements of delivery confidence.
5. Finally on the "dashboard" sheet, summarise the project progress in the current reporting period and the forecast progress for the next period. This should summarise activities and deliverables in progress or completed during these periods, as well as any general information about project progress not described elsewhere in the report.

RAG	Green	Amber/Green	Amber	Amber/Red	Red
Time	The project/programme is on schedule or ahead of schedule but remains within time tolerance.	The project/programme is behind schedule but remains within time tolerance.	Time tolerance is threatened. An exception report has been raised.	Time tolerance is threatened. An exception has not been raised.	Time tolerance has been exceeded.
Costs	The project/programme costs are on budget or below budget but remains within cost tolerance.	The project/programme costs are over budget but remains within cost tolerance.	Cost tolerance is threatened. An exception report has been raised.	Cost tolerance is threatened. An exception has not been raised.	Cost tolerance has been exceeded.
Benefits - To Date	The Project/Programme has clearly defined benefits and is forecast to realise the benefits as planned.	The Project/Programme has clearly defined benefits. Some issues exist impacting on the realisation of the benefits, but the forecast remains within benefits tolerance.	The Project/Programme has clearly defined benefits. Some issues exist impacting on the realisation of the benefits which threaten benefits tolerance. An exception report has been raised.	The Project/Programme has clearly defined benefits. Some issues exist impacting on the realisation of the benefits which threaten benefits tolerance. An exception report has not been raised.	The Project/Programme has poorly defined benefits or benefits tolerance has been exceeded.
Aims and Scope - to date	The aims and scope are well defined and stable, and supported by a defined change control process.	The aims and scope are well defined, and supported by a defined change control process. Change requests exist and have been escalated.	The aims and scope are well defined, and supported by a defined change control process. Change requests exist but have not yet been escalated.	The aims and scope are well defined, but not supported by a defined change control process.	The aims and scope are unclear.
Governance - to date	A clear governance structure is in place. Roles are allocated with responsibilities and decision making capacity clearly defined. Governance is being effectively implemented.	A clear governance structure is in place. Roles are allocated with responsibilities and decision making capacity clearly defined. Some issues exist with the implementation of the governance arrangements.	A governance structure is in place. Roles are allocated, but responsibilities or decision making capacity are unclear.	A governance structure has been implemented. Roles are allocated, but not defined in any way.	No governance structure is in place.
Skills and Capability - to date	The project/programme is fully resourced, and there are no major skill gaps.	The project/programme is fully resourced, but some minor skill gaps exist.	There are shortages of essential skills and/or resources that may cause issues in the future for the project.	There are shortages of essential skills and/or resources that are causing issues for the project and are beginning to impact on delivery.	There are significant skills shortages, or lack of resources that are impacting very significantly on project schedule or delivery quality.

Key Processes - To Date	Processes fully defined and implemented in line with best practice, and being managed with a high degree of confidence and effectiveness.	Processes fully defined and implemented in line with best practice. Processes are being managed, however issues exist with their effective application.	Processes fully defined and implemented in line with best practice. Processes are not being managed or effectively applied.	Processes have been defined but not implemented.	Processes have not been defined.
Dependencies - to date	Project/programme external dependencies have been identified. Appropriate communications channels have been put in place and risks identified.	Project/programme external dependencies have been identified. External dependencies threaten delivery of some aspects, but do not threaten overall successful delivery of the project/programme.	Project/programme external dependencies have been identified. External dependencies significantly threaten successful delivery of the project/programme. Plans are in place to resolve them.	Project/programme external dependencies have been identified. External dependencies significantly threaten successful delivery of the project/programme and there is no plan to resolve them.	External project/programme dependencies have not been identified or are significantly impacting on successful delivery.
Business readiness to change - to date	Trust is good and all targets will be delivered. Customer Satisfaction rating is "Very Satisfied"	Transition activities have been undertaken or are planned. A benefits review plan is in place identifying business ownership. Some issues exist but do not threaten the overall success of the project/programme.	Transition activities have been undertaken or are planned. A benefits review plan is in place identifying business ownership. Some issues exist which threaten the overall success of the project/programme which are being addressed.	Transition activities have been undertaken or are planned. A benefits review plan is in place identifying business ownership. Some issues exist which threaten the overall success of the project/programme. These issues are not currently being addressed.	No transition activities are planned or benefits do not have business ownership.
Supplier Performance - to date	Trust is good and the team will deliver all targets. Customer Satisfaction rating is "Very Satisfied"	Trust is good and the team will deliver to most targets. Customer Satisfaction rating is "Satisfied"	Trust levels are reasonable. Delivery will be met although not all targets may be achieved. Customer Satisfaction rating is "Largely Satisfied, expect better"	Trust and confidence levels could be higher, although there is not an expectation of failure. Customer Satisfaction rating is "Dissatisfied".	There are poor levels of trust and little confidence in the ability of the team and the Project Manager to deliver. Customer Satisfaction rating is "Very Dissatisfied".
Delivery Confidence - to date	Successful delivery of the project to time, cost and quality appears highly likely and there are no major outstanding issues that at this stage appear to threaten delivery significantly	Successful delivery appears probable however constant attention will be needed to ensure risks do not materialise into major issues threatening delivery	Successful delivery appears feasible but significant issues already exist requiring management attention. These appear resolvable at this stage and if addressed promptly, should not present a cost/schedule overrun	Successful delivery of the project is in doubt with major risks or issues apparent in a number of key areas. Urgent action is needed to ensure these are addressed, and whether resolution is feasible	Successful delivery of the project appears to be unachievable. There are major issues on project definition, schedule, budget, required quality, or benefits delivery, which at this stage do not appear to be manageable or resolvable. The Project may need re-baselining and/or overall viability re-assessed

SCHEDULE 5

Governance Arrangements

- 1 The Strategic Access Management and Monitoring Project will be overseen by a Project Board which will steer the direction of the project, ensure that objectives and service levels are being met and that value for money is being achieved. The Project Board will also oversee the development of annual work programmes for the delivery agents (wardens, project treasurers, information centre). The Project Board will report to the main Joint Strategic Partnership Board who will act as an Executive Board giving final approval to the reviews and recommendations made by the Project Board.
- 2 The Strategic Access Management and Monitoring Project Board is made up of Core members (with voting rights) and advisory bodies. The Core members consist of representatives of the local authorities affected by the TBH SPA. The advisory bodies consist of selected landowners/managers and organisations with technical expertise. The Project Board will meet every three months during the first year of the Project and six monthly thereafter.

Part 1

1. SAMM Project Board Terms of Reference

- 1.1 The SAMM Project Board is appointed by the JSP Board to make decisions and recommendations in relation to the implementation of the TBH Strategic Access Management and Monitoring project. The Project Board acts to support and advise the TBH Project Coordinator in taking decisions and ensuring the SAMM project progresses through open partnership discussions and solution-finding.

Membership

- 1.2 Membership of the SAMM Project Board is agreed by the JSP Board and comprises representatives from a number of local authorities affected by the TBH SPA and from selected landowner/manager or technical organisations. Members will be selected on the basis of individual expertise. Meetings will be chaired by a nominated elected member.
- 1.3 Only those members representing a local authority will have voting rights. Other members will be advisory members with rights of attendance and participation only.
- 1.4 Responsibilities of Project Board members will include:
 - Endeavouring to attend all meetings or offering substitutes
 - Providing the secretariat with relevant information in the required formats in advance of meetings; and
 - Carrying out actions in line with deadlines set out by the Chair.

Procedures

- 1.5 Meetings will be held in Guildford or in one of the partner's facilities. During the first year of implementation (from April 2009) the Project Board will meet every three months and then six months thereafter.
- 1.6 Members of the public can attend but are not entitled to participate or vote at the meeting. Minutes of the Project Board will be reported to the JSP Board. Secretariat functions will be provided by the Project Coordinator or other nominated individual.

Functions

- 1.7 The SAMM Project Board has responsibility for oversight of the contract with Natural England and directing the SAMM project by:
 - Agreeing the job description and recruitment of a project coordinator
 - Agreeing the project plan, including project objectives, controls and processes
 - Approving key decisions in the contracting of delivery bodies
 - Drafting and reviewing the annual business plans (including the financial plan) and recommend for approval to the JSP Board
 - Making decisions on expenditure within the approved budget
 - Monitoring progress against plans and expenditure
 - Monitoring the success of the avoidance/mitigation measures and making recommendations to the JSP Board
 - Making recommendations to the JSP Board when decisions are required beyond this group's remit
 - Agreeing the engagement and education plan.

Part 2

2. Thames Basin Heaths Joint Strategic Partnership Board Terms of Reference

The JSP Board will act as an advisory body for local planning authorities affected by the Thames Basin Heaths Special Protection Area. For the avoidance of doubt, the JSP Board cannot exercise any of the functions of a planning authority or competent authorities, including setting formal planning policy or exerting control over planning decisions, nor can it fetter any decisions made by such bodies, nor the rights and responsibilities of SPA landowners.

- 2.1 The JSP Board will recognise and take account of the interests, rights and responsibilities of landowners, users and other stakeholders.

Membership

- 2.2 *Full members:* The following planning authorities will be full members of the JSP Board and have full voting rights at meetings of the Board:

- Bracknell Forest Borough Council
- Elmbridge Borough Council
- Guildford Borough Council
- Hart District Council
- Mole Valley District Council
- Runnymede Borough Council

- Rushmoor Borough Council
 - Surrey Heath Borough Council
 - Royal Borough of Windsor and Maidenhead
 - Waverley Borough Council
 - Woking Borough Council
 - Wokingham Borough Council
 - Hampshire County Council
 - Surrey County Council.
- 2.3 Full member organisations will be represented by one nominated elected member or a substitute elected member.
- 2.4 Other planning authorities may be invited to join the JSP Board if directly affected by any future review of the SPA designation or related policy.
- 2.5 *Advisory members:* The following organisations will be advisory members of the JSP Board with rights of attendance and participation at all meetings but without voting rights:
- Natural England
 - Crown Estates (as a major landowner)
 - Forestry Commission (as a major landowner)
 - Ministry of Defence (as a major landowner)
 - A representative of the housebuilding industry
 - Representatives of non-governmental nature conservation interests
 - A representative of non-governmental recreation and access interests.
 - A representative of the financial manager
- 2.6 Advisory member organisations will be represented by a senior officer of that organisation.
- 2.7 At the discretion of the Chairman, representatives of other stakeholder organisations that have a recognised and legitimate interest in the planning or management of land affected by the TBH SPA may be invited to attend, advise and/or speak at meetings of the JSP Board, but will not have voting rights.

Procedures

- 2.8 A Chairman and Vice Chairman will be elected annually from amongst the nominated representatives of full member authorities.
- 2.9 Meetings of the JSP Board will be held two times per year, or more if required. Meetings may be held at local authority offices or other appropriate venues. At least 6 full (elected) members must be present for meetings to be quorate. Meetings will be open to the public to attend but not participate in discussions.
- 2.10 Secretariat services will be provided by a full member authority. Meetings will be held in public and agendas, reports and minutes of meetings will be made publicly available.

- 2.11 One senior officer from each full and advisory member organisation may attend meetings in support of their JSP Board member. Additional representatives may attend at the discretion of the Chairman.

Functions

- 2.12 The JSP Board will have the following functions:
- To act as a vehicle for joint working, liaison and exchange of information related to the TBH SPA
 - To retain an overview of, and monitor, the implementation of measures to avoid the impact of development on the SPA, including:
 - local authority policy/avoidance strategies
 - the coordinated provision of suitable alternative natural greenspace (SANG) and
 - strategic access management and monitoring (SAMM) measures, including approving an annual financial plan and budget for the SAMM project .
 - To receive half yearly reports from the SAMM project coordinator, the SAMM project administrative body and the Strategic Access Management and Monitoring Partnership Board.
- 2.13 In carrying out these functions, the JSP Board may:
- Act on behalf of member organisations to commission studies, surveys and reports
 - Instruct the SAMM Project Board, the TBH Officer Group or the AMMP to undertake work in accordance with an agreed brief or work programme
 - Provide advice to member and stakeholder organisations, including making non-binding recommendations for a course of action
 - Approve and publish documents in relation to the long term protection of the SPA and the delivery of development around the SPA; and
 - Raise funds from member organisations or other sources.
- 2.14 The JSP Board may review its terms of reference at any point.

Part 3

Diagram of Governance Arrangements

