

**Thames Basin Heaths Joint Strategic Partnership Board**  
**Thursday, 20 July 2017 at 10.00 am**  
**Council Chamber, Surrey Heath House, Knoll Road, Camberley, GU15 3HD**

**AGENDA**

	<b>Pages</b>
<b>1 Apologies for Absence</b>	
<b>2 Minutes of the Previous Meeting and Matters Arising</b>	<b>1 - 8</b>
Verbal update from Simon Thompson on Crown Estates.	
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<b>7 SAMM Payments received by Authorities outside of the 11 Thames Basin Heaths Authorities</b>	
Verbal update from Marc Turner – Natural England.	
<b>8 Wealdon Heath Judgement on Cumulative Impact of Development</b>	
Verbal update by Marc Turner – Natural England.	
<b>9 Any Other Business</b>	
<b>10 Date of Next Meeting</b>	

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**Thames Basin Heaths  
Joint Strategic Partnership  
3 March 2017  
Council Chamber, Surrey Heath Borough Council  
Notes of Meeting**

**Present:**

Board Members

Councillor Graham Cundy	Woking Borough Council
Councillor Martin Tennant	Rushmoor Borough Council
Councillor Karen Randolph	Elmbridge Borough Council
Councillor Moira Gibson	Surrey Heath Borough Council
Councillor David Hilton	Royal Borough of Windsor and Maidenhead
Councillor Mike Goodman	Surrey County Council
Councillor Gail Kingerley	Runnymede Borough Council
Councillor Angus Ross	Wokingham Forest Council
Councillor Chris Turrell	Bracknell Forest Council
Councillor James Radley	Hart Borough Council
Councillor Brian Adams	Waverley Borough Council

Advisory Board Members

Ken Anckorn	Surrey Wildlife Trust
Heather Lewis	Surrey Wildlife Trust
Heather Richards	RSPB
Andrew Smith	Regional Manager, Natural England
Simon Thompson	Strategic Access Management and Monitoring (SAMM) Project
Jennifer Wadham	Hampshire County Council (Finance)

Officers/Observers

Julie Gil	Bracknell Forest Council
Andy Glencross	Wokingham Borough Council
Jane Ireland	Surrey Heath Borough Council
Judith Jenkins	Elmbridge Borough Council
Gail Wootton	Waverley Borough Council

**1. Apologies**

- 1.1 Apologies were received from Cllr Phillip Brooker (Guildford Borough Council), Ernest Amoako (Woking Borough Council) and Ian Church (Royal Borough of Windsor and Maidenhead).

**2. Minutes of the Previous Meeting and Matters Arising**

- 2.1 Attendance – It was noted that Councillor Gail Kingerley (Runnymede Borough Council), Georgina Pacey (Runnymede Borough Council) and Gail Wootton (Waverley Borough Council) had attended the previous meeting. It was agreed that the minutes be amended accordingly.

### **3. Strategic Access Management and Monitoring Report**

- 3.1 SAMM Project Manager – Andrew Smith, Regional Manager for Natural England, reported that Simon Thompson would be leaving his post to take up a new challenge within the Organisation, project managing Natural England’s input into the expansion of Heathrow Airport.
- 3.2 The recruitment processes for the Project Manager post had commenced and Natural England would ensure that a proper handover period was factored into these arrangements. Simon Thompson would also accompany the new SAMM Project Manager to the first meeting of each body supported by the Manager post.
- 3.3 The Chairman thanked Simon for his considerable input to the SAMM project and for his full and informative reports to the Board.
- 3.4 Staffing – Simon Thompson reminded the Board that 6 full time wardens were supported by 6 seasonal wardens each year. 4 seasonal wardens had been appointed and were undergoing training, with a further 2 to be appointed.
- 3.5 Wardening – The project provided for a warden service on the SPA 7 days a week, from 7.30 a.m. to 7.00 p.m. (daylight hours permitting). In the previous year, this had amounted to over 1,000 hours on site and over 1,350 interactions. It was noted that the Autumn and Winter numbers were always lower than in Spring/Summer.
- 3.6 SANGs Visitor Surveys – As part of the monitoring role agreed in May 2016, SANGs surveys had been used at 16 sites during Autumn and Winter 2016/17. The results were being analysed and would be reported at the next Board meeting.
- 3.7 From the data already reviewed it appeared that positive indicators would include convenience, being close to home locations and well surfaced paths, whilst poor surfaces; particularly if they were waterlogged and insufficient dog waste bins on routes had a negative impact. It was considered that the installation of dry paths would encourage visitors away from SPA land towards SANGs.
- 3.8 In response to Member queries, Simon Thompson agreed to consider the inclusion in future surveys of a question on why people thought that SANGs had been created.

#### **Action:**

- (i) Report to next meeting on SANGs Visitors’ Survey analysis; and**
- (ii) Consider including, in the next SANGs Survey, a question seeking peoples’ understanding of why SANGs had been created.**

3.9 Access to MOD SPA Land – Access to MOD land was currently on an accompanied basis only. Negotiations with the MOD seemed to be moving forward and the Board would be updated on progress.

**Action: Progress report to next JSPB meeting.**

3.10 Access to Crown Estates Land – Simon Thompson reported that, despite attempts to engage with Crown Estates, that Body would not agree to Warden access to its land. Whilst local staff were very supportive, senior decision makers were blocking progress.

**Action: Crown Estates to be invited to attend future meetings to explain their lack of cooperation.**

3.11 Communications, Promotion and Events -

(i) Website – The Partnership website had gone live and could be accessed at [www.tbhpartnership.org.uk](http://www.tbhpartnership.org.uk) .

(ii) SANGs Directory – An A5 booklet entitled “Greenspace on your doorstep”, subtitled “Discover great places for circular walks I the Thames Basin, had been produced, based on material developed for the website and would be handed out by Wardens.

Simon Thompson agreed to arrange for quantities of the leaflets to be circulated to Councils for onward distribution to resources such as libraries.

**Action: Circulate copies of “Greenspace on your doorstep” to participating Councils for onward distribution through resources such as libraries.**

(iii) Heathland Hounds – This dog-owner focussed initiative would be launched in March 2017, as another mechanism to encourage positive behaviour, both on the SPA and elsewhere. This project would include guided walks on the SPA, highlighting ecology and site history.

It was noted that dog fouling had become a significant issue on a number of SPA sites. Wardens already handed out bags, but evidence suggested that many visitors would not carry the bags any distance for proper disposal. The project would draw attention to the human health, animal health and site ecology impact of uncollected dog waste.

Noting Members’ concerns on professional dog walkers visiting SPA land/SANGs with upwards of 5 dogs, Simon Thompson reported that the Project had based its maximum of 5 dogs per walker on the advice of the Kennel Club.

Simon Thompson reported that some professional dog walkers were supporting the Heathland Hounds initiative. He agreed to look at targeting dog obedience classes for additional publicity.

**Action: Investigate targeting dog obedience classes to spread the Projects messages of responsible use of SPA/SANGs.**

- (iv) SPA Guided Tours - Members noted the need to consider sensitivities around guided tours of the SPA lands. It was recognised that the majority of tours would be on SANGs and that any guided tours of the SPA lands would be primarily focussed on education.
- (v) Ground Nesting Birds – With the exception of sites which already had permanent signs and would be captured in due course, it had been agreed to standardise publicity on the timing of the ground nesting birds sensitive period at 1 February to 15 September. Land managers had agreed to the Project putting up appropriate signage.
- (vi) School based education – Simon Thompson reported that the Project had agreed to take on the schools education programme previously operated by BBOWT with funding from Bracknell Forest Borough Council. The whole programme would be run as a one-off from September 2017 and would be used to inform proposals for future years.

There were 3 options currently under consideration:

1. Roll out the current model – unlikely due to the resource/funding intense implications;
2. A touring project covering a small number of schools (probably 3 maximum) in specific Local Authorities at a time; and/or
3. Short presentations at school assemblies, rather than formal class sessions – it was suggested that this could be achieved within existing resources.

Whilst favouring Option 3, Members noted that a number of schools already held materials on ecology. It was likely that at least some schools would take Project material and use it as part of training on the ecology.

3.12 SPA Monitoring -

- (i) Automatic people counter installation – The installation of people counters on MOD land had been slightly delayed due to difficulties obtaining a Statement of Known Hazards, given the need for minor excavations to install the necessary posts.

Data for the period March to March would be analysed to coincide with the bird breeding season and data analysis would commence in April/May 2017.

- (ii) Car Park Points – The Project continued to monitor car park transects across the SPA on a monthly basis and an analysis would be presented at the next meeting.

In response to Member queries, Simon Thompson noted that most SANGs had car parking facilities and that those which did not tended to be very early models.

- (iii) SANGs Criteria - Members noted that the SANGs criteria had remained fairly well unchanged for some time and agreed that a review should be considered.

**Action: Consider full review of SANGs criteria.**

- 3.13 SAMM Project Budget – Further to the paper from Hampshire County Council, Simon Thompson reported on variations from the projected spend for the 2016/17 financial year, highlighting in particular:

- (i) Staff Costs – These were below that forecast due to turnover, including full-time and part-time staff and the retirement of the Senior Warden, who was on the top of the salary scale for the post, due to length of service, but was replaced by an officer at the bottom of the pay scale.
- (ii) Programme Costs – These were likely to be below what had been projected, due to people counting data analysis being delayed till 2017/18. A number of people counters had been damaged through vandalism or water ingress, but these had been replaced by sensors which were more robust.

**Resolved, that the report be noted and any resulting actions, as indicated above, be progressed.**

#### **4. 2016 Bird Survey**

- 4.1 Simon Thompson reported the findings of a 2016 bird survey on the Thames Basin Heaths Special Protection Area, noting in particular that Nightjars had retained their numbers in comparison to previous years. Dartford Warblers had suffered a slight decline, but population numbers were still considered to be healthy. However, there was a notable decrease in the Woodlark population.
- 4.2 Ground nesting numbers peaked in 2014. Following a decline in 2015/16, a significant level of habitat management work had been undertaken by land managers, including changes to grazing regimes and woodland clearance, and, given the impact of habitat availability, it was hoped that improvements in numbers would be seen in future surveys.

- 4.3 It was considered that Nightjars had fared better because they were migratory birds and less habitat-dependent. It was, however, noted that while Nightjar numbers were slightly up on 2015, other trans-Saharan migrants, such as cuckoos, had declined in the same period.
- 4.4 The potential for larger sites to suffer under-recording was recognised and it was considered that the late frosts in early 2016 could have contributed to reductions recorded.
- 4.5 Although there were a number of similar surveys across the UK, most national data was about 10 years out of date and funding for national studies had effectively dried up. Simon Thompson suggested that comparable data was collected in Dorset. He agreed to link with Dorset colleagues and bring comparator data/trend information to the next meeting.
- 4.6 Members noted that, when the current arrangements had been put in place, habitat development had not been included as an area which could attract developer contributions. It was agreed that, at the next meeting, the Board should re-visit this decision, including a review of the basis for the original decision and a comparison of legal advice when the position was agreed and now.

**Actions:**

- (i) A report be submitted to the next meeting on comparator data/trend information from Dorset; and**
- (ii) The original decision to exclude habitat development from attracting developer contributions be reviewed and a report submitted to the next meeting, including legal advice when the decision was taken and now.**

**5. Financial Report**

- 5.1 Jenny Wadham, Principal Accountant from Hampshire County Council, presented an update on the financial position of the Thames Basin Heaths SAMM and seeking Board guidance on whether independent advisors should be appointed to invest some or all of the funds held within the Endowment account.
- 5.2 As at 31 March 2016, there was £2.693 million in the Endowment Fund, with £525,205 in the Maintenance Fund. It was projected that a further £1.857 would be added to the Endowment Fund in 2016/17 and that the fund could rise to £7.058 million by 31 March 2019.
- 5.3 Jenny Wadham noted that, should the board be minded to invest monies generated in the 2016/17 financial year, a total of £4.550 million should be available.

- 5.4 Members noted that , whilst any balances remaining in the Maintenance Fund at the end of 2016/17 could be transferred to the Endowment Fund, this option would need further consideration.
- 5.5 Councillor Mike Goodman reported that CCL, independent financial advisors, already worked with Hampshire County Council on investment advice. He reminded Members that it had previously been agreed that he, Councillor Moira Gibson and Councillor David Hilton be tasked with investigation investment options. He proposed that this small sub-group meet with CCL and Jenny Wadham to consider investment options and to report back to the next Board meeting.

**Resolved, that**

- (i) The current financial position and projected financial position for the 3 years to 31 March 2019 be noted;**
- (ii) The proposed transfer of any unused Maintenance Fund balances to the Endowment Fund be deferred for further consideration; and**
- (iii) A Sub-Group comprising Councillors Moira Gibson, Mike Goodman and David Hilton, be authorised to meet with CCL Investment Advisors and Jenny Wadham of Hampshire County Council, to consider and report back to the next meeting on investment options.**

**6. Date of Next Meeting**

- 6.1 It was agreed that proposals on a date/time for the next meeting be circulated by e-mail.

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THAMES BASIN HEATHS  
JOINT STRATEGIC PARTNERSHIP BOARD

Date: 20<sup>th</sup> July 2017

Subject: SMM Project update

Report of: Strategic Access Management and Monitoring (SMM) Project

Recommendations:

- To NOTE the contents of the report on SMM project activity

Purpose of the Report:

To provide the JSPB with an update on SMM project activity since the last meeting in March 2017.

**Summary**

This paper sets out for Members the SMM project's activities and achievements since the last meeting in March 2017.

**1. SMM project staffing and recruitment**

Seasonal Wardens

- 1.1 The project successfully completed the recruitment of the seasonal wardens during March 2017. Unfortunately one of the seasonal wardens has left the project due to securing a full-time permanent position, but the project has successfully re-recruited and the new seasonal warden (Bob Crompton) joined the team on the 1<sup>st</sup> July.

Project Manager

- 1.2 The new Project Manager, Ann Conquest, joined on the 22<sup>nd</sup> May, and following a month long handover period is now fully managing the project. The new Project Manager's contact details are:

[Ann.e.conquest@naturalengland.org.uk](mailto:Ann.e.conquest@naturalengland.org.uk)

07747 040 059

- 1.3 The previous Project Manager, Simon Thompson, continues to be employed by Natural England and therefore remains available to assist Ann as required.

**2. Wardening and Delivery**

- 2.1 The project currently provides a warden service on the SPA seven days a week from 07.30 to 19:00 (daylight hours permitting).

## SPA Wardening

2.2 The warden output for the project for 2017 is set out below. The following tables set out the number of hours of warden activity delivered on the SPA during the period January - June 2017.

January	Total hours wardened	196.85
	Number of interactions	175
	Number already spoken to	59
	Leaflets handed out	45
	Number of Dogs	170
	Number of Dog Walkers (5+)	5
	Average spoken to	33.71%

February	Total hours wardened	293
	Number of interactions	194
	Number already spoken to	43
	Leaflets handed out	76
	Number of Dogs	193
	Number of Dog Walkers (5+)	2
	Average spoken to	22.16%

March	Total hours wardened	760.5
	Number of interactions	1029
	Number already spoken to	340
	Leaflets handed out	730
	Number of Dogs	1087
	Number of Dog Walkers (5+)	35
	Average spoken to	33.04%

April	Total hours wardened	734.2
	Number of interactions	1617
	Number already spoken to	615
	Leaflets handed out	964
	Number of Dogs	1675
	Number of Dog Walkers (5+)	38
	Average spoken to	38.03%

May	Total hours wardened	710.525
	Number of interactions	1624
	Number already spoken to	605
	Leaflets handed out	1243
	Number of Dogs	1733
	Number of Dog Walkers (5+)	49
	Average spoken to	37.25%

June	Total hours wardened	742.5
	Number of interactions	1317
	Number already spoken to	571
	Leaflets handed out	943
	Number of Dogs	1400
	Number of Dog Walkers (5+)	45
	Average spoken to	43.36%

2.3 The tables above show the total of hours wardened, the number of interactions undertaken during those hours, the number of people already spoken to, the number of leaflets handed out, the number of dogs with the people/groups spoken to, and the number of dog walkers with five or more dogs. The number of people already spoken to, and the percentage of total interactions which were with people already spoken to provides an indication of how many site users have been made aware of site sensitivities through previous interactions with the Warden team.

- 2.4 The number of dog walkers with five or more dogs is included as individuals with large numbers of dogs are likely to be commercial dog walkers, which are considered to be a growing problem on the Special Protection Area (SPA).
- 2.5 The level of interactions is expected to be lower during the winter than in the spring and summer due to the sites being quieter, and there being fewer sensitivities on the SPA during this period. The number of leaflets handed out is also lower than in the spring and summer, as the majority of our literature relates to the ground nesting bird sensitivities on the SPA, which is less relevant outside the bird breeding season. It should also be noted that during January the warden team were still spending a significant amount of their time undertaking SANGs surveys (42% of warden time).
- 2.6 The number of hours wardened increases from January to February as less time is spent on SANGs surveys, and then rises significantly in March as the seasonal wardens join the team, and the sensitive period commences. From March the number of hours wardened is reasonably consistent (between 710 and 760 hours per month).
- 2.7 The number of interactions increases significantly from March to the April – June period, this illustrates that the sites get busier as the season progresses. However some caution should be taken in comparing March to the subsequent months as the wardens will have been spending a considerable amount of time working in pairs during March, due to mentoring new seasonal wardens, and will therefore not have interacted with as many people per hour wardened.
- 2.8 The number of people already spoken to provides the project with an indication of the level of saturation that has been achieved. This year to date the average percentage of people on the SPA who have been previously made aware of the project, and its key messages, is over a third (34.6%) of the people spoken to by wardens.
- 2.9 The tables also show the number of dogs walked by the people spoken to by wardens: It can be seen that this is over 1 dog per interaction at 1.06 (although an interaction may be a group rather than an individual). The number of dog walkers with five or more dogs provides a suggested level of commercial dog walkers interacted with, although some will be individuals who just own a large number of dogs. The highest number in any single month was May when 49 dog walkers with 5 or more dogs were spoken to.
- 2.10 To summarise, during 2017 (until the end of June) the project has delivered 3,438 hours of wardening on the SPA; handed out 4,001 pieces of literature, and spoken to 5,956 people or groups, who had 6,258 dogs.

### **SANGs Visitor Surveys**

- 2.11 The project is in the process of commissioning the analysis of the SANGs visitor surveys undertaken during the autumn and winter of 2016/17. It was intended that this report would be commissioned in May 2017, however due to the recruitment of the new Project Manager and the hand-over period, this was delayed until June when Invitation to Tender documents were issued. The deadline for responses to the Invitation to Tender is 21 July 2017.

- 2.12 The methodology for the SANGs surveys was discussed at the previous meeting, but to summarise each site received 18 hours of survey time between the hours of 08:00 – 16:00, with 6 hours being at the weekend and 12 hours during the week. The following 16 sites were surveyed:

Farnham Park	Chantry Wood
Southwood Woodland	Riverside Country Park
Rowhill Nature Reserve	Crookham Park
Heather Farm	Englemere Pond
Lilly Hill Park	Brooklands Community Park
Rooks Nest Wood	St Anne's Hill
Homewood Park	Brookwood Country Park
Allen's Field	White Rose Lane

- 2.13 The report of the findings of the SANGs visitor surveys will be presented to the next JSPB Board meeting.

### **3. Access to SPA land**

- 3.1 The project is still accessing Ministry of Defence land on an accompanied basis. However Colonel Ludlow, who has now returned to work following a period of ill health, is organising a meeting with Ministry of Defence national colleagues in an effort to progress full access to the project to the publically accessible parts of the Ministry of Defence estate.
- 3.2 The Project Manager has met with the Deputy Ranger of the Windsor Estate in order to try and progress the SAMM project's access to Crown Estate land. The meeting did not lead to any progress in the short term, but an agreement was reached that the Crown Estate would consider SAMM wardening as part of a wider package of conservation measures being put together by Natural England. However, in terms of timeline this is unlikely to lead to access to Crown land before 2019.

### **4 Communications, Promotion and Events**

- 4.1 The Thames Basin Heaths Partnership website can be accessed at [www.tbhpartnership.org.uk](http://www.tbhpartnership.org.uk) and continues to receive positive feedback.
- 4.2 The 'Greenspace on your doorstep' booklet is being handed out by the wardens on-site and at the pit-stop events in SPA car parks. The A5 booklet contains details of all the SANGs listed on the website along with a pull-out map. The booklet is also now available from most local authority offices/visitor centres and from the Ministry of Defence Range Marshalls. The booklets proved so popular that the first print run of 5000 copies was exhausted within three weeks.
- 4.3 In March the project launched 'Heathland Hounds' which is a dog owner focused initiative which is intended to provide another mechanism for promoting positive behavior specifically on the SPA but also more generally in the area. Heathland Hounds has a social media presence through facebook, with people invited to join the Heathland Hounds group via promotion by the Wardens and through temporary signs placed on SPA site notice boards.

- 4.4 Dedicated Heathland Hounds guided dog walks on SANGs are taking place regularly to promote the sites to new users.
- 4.5 During the 2017 bird breeding season the project has built on the experience gained in 2016 when we trialed a small number of guided walks on the SPA. This year the project is planning an enhanced programme of guided walks on the SPA and on SANGs. Four guided walks have already been undertaken, with regular walks planned across the summer.
- 4.6 The project will be using 'Love Parks Week', organised by Keep Britain Tidy (14<sup>th</sup> – 23<sup>rd</sup> July), to promote SANGs by taking photographs of the sites and promoting them through our social media with the #LoveParks.
- 4.7 In addition to the activities and initiatives listed above the project is undertaking the usual programme of event attendance and SPA car park pit-stops as undertaken in 2015 and 2016. This year the project is looking to undertake more pit-stops than in previous years, and have purchased a second gazebo and set of notice boards to enable us to run two pit-stops simultaneously. It should be noted that attendance of some events during May and June had to be cancelled due to particularly strict purdah rules imposed during the general election.

## **5 School Based Education**

- 5.1 The Communication and Education Officer, with support from one of the Wardens, led two schools visits for primary schools in the Crowthorne area, to the SPA heathland. Groups of 25 children from Pine Ridge and Lorraine Primary Schools were taken out to the heathland to learn about the rare and sensitive habitats and the species they support. These visits were jointly organised by the SAMM Project and Heathland Conservation Society.
- 5.2 The Communication and Education Officer also delivered a similar session with children from Heather side Junior school, working closely with Hampshire County Council.

## **6. SPA Monitoring**

### **Automatic people counter installation**

- 6.1 The installation of people counters on Ministry of Defence land was completed during March 2017, and the full number of sensors are now deployed across the SPA.
- 6.3 At the last meeting it was proposed that the SAMM project would issue an Invitation to Tender for the analysis of the people counter data during May 2017. However, as with the SANGs surveys, this was delayed due to the recruitment of the new Project Manager. The Invitation to Tender for this work was issued in late June with a deadline for responses of the 21<sup>st</sup> July. It is anticipated that the report will be available to present to the next Board meeting.

### **Car Park Counts**

- 6.4 The Project continues to undertake monthly car park transects across the SPA area, and the project is now in the second year of undertaking this work.

- 6.5 The first 12 months of car park transect data collection was completed in December 2016, and Footprint Ecology were subsequently commissioned to undertake an analysis. This report will be presented in a separate paper to this meeting.

DATED

2011

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

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**AGREEMENT**

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**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 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.

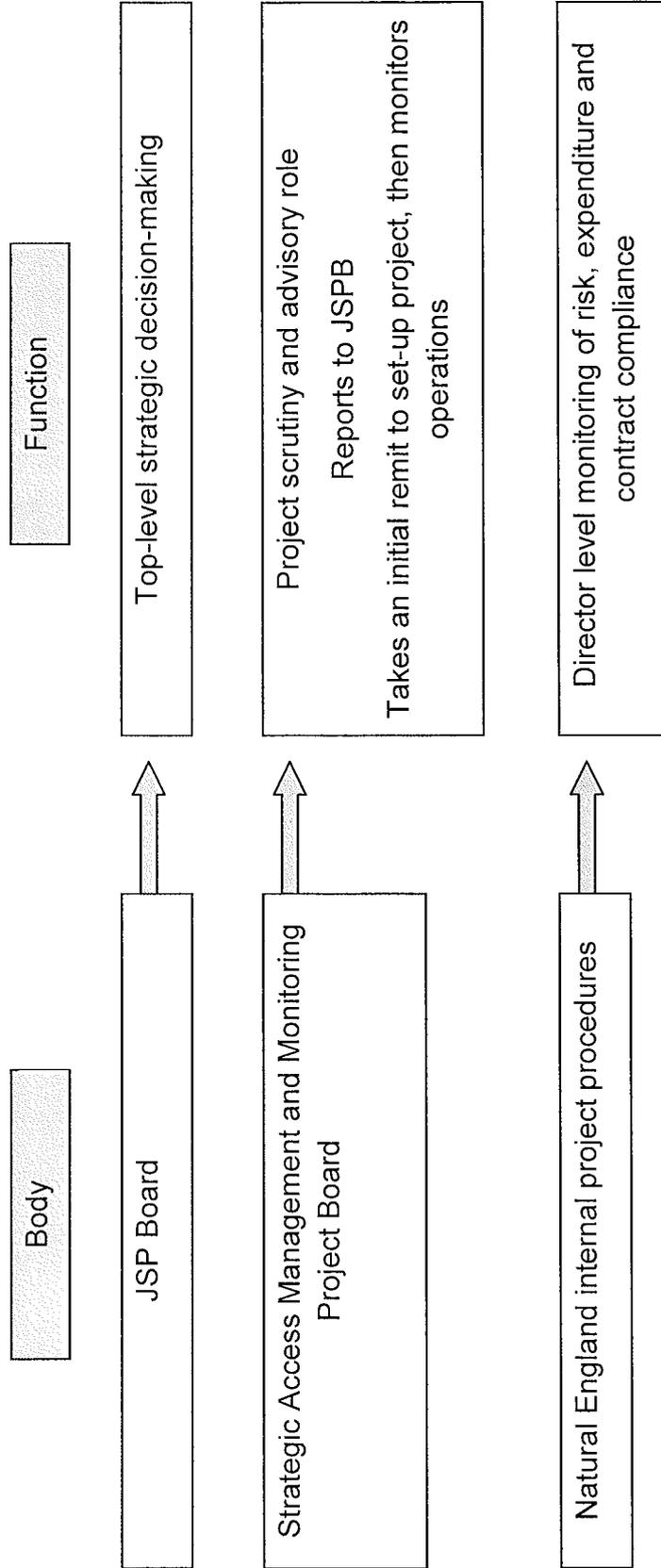
- 2.11 One senior officer from each full and advisory member organisation may attend meetings in support of their JSP Board member. Additional representatives may attend at the discretion of the Chairman.

### 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**





**Summary of vehicle counts around the Thames Basin Heaths SPA in 2016**

**Summary Report to the JSPB 20<sup>th</sup> July 2017**

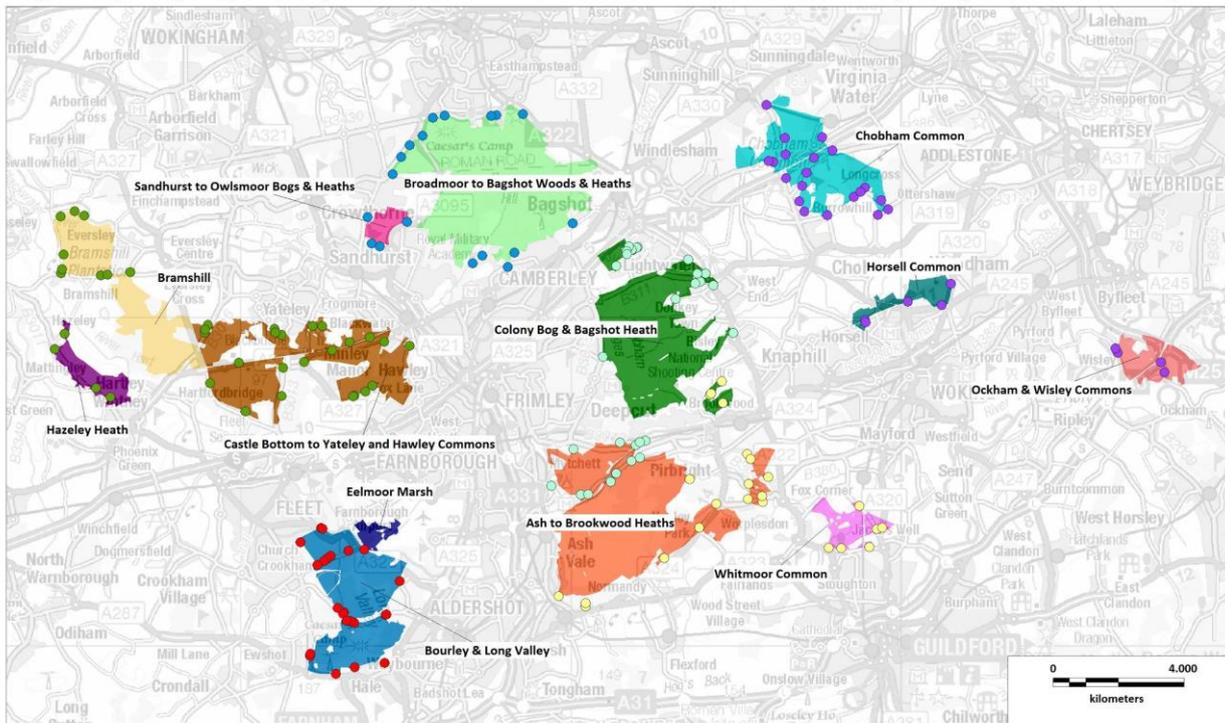
A report on the results of driving transects; counting cars parked around the Thames Basing Heath’s SPA during winter 2016, was commissioned by the SAMM project and completed by Footprint Ecology in April 2017. The results are summarised and discussed below.

The vehicle counts provide a snapshot of visitor use across the SPA, at least for those visitors arriving by car. The transects broadly follow the approach taken in previous years and the 2016 data is part of ongoing monitoring, which, going forward will be undertaken by the SAMM project. These data will inform changes in overall use over time, picking up locations which have seen a change in access and overall trends in visitor use.

**Methods:**

On 11 different dates, six transects, starting in different locations, were driven simultaneously over a 2 hour period, taking all car parking locations within the transect. A map of the transect locations is shown below. The transects counted all vehicles parked on the SPA during the 2 hour period. During the year, start time and day varied, to collect data across morning/afternoon/evening and also during the week and weekends. Type of vehicle and weather conditions during transect periods were also recorded.

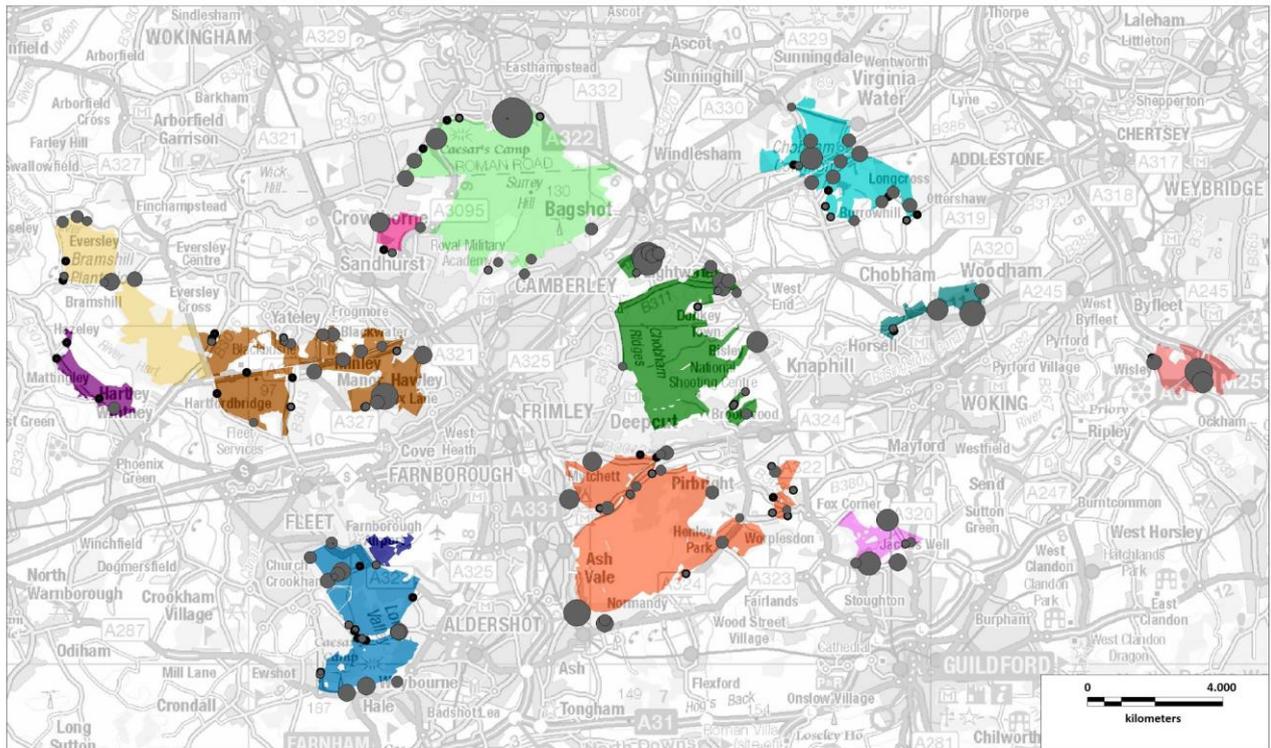
Map 1 : Car parks (points) shaded by section and shown in relation to the Thames Basin Heaths SPA (shading reflects different SSSIs)



Contains Ordnance Survey Data © Crown copyright and database right 2016  
Designated site boundaries downloaded from the Natural England website. © Natural England

# Results

Map 2 : Total vehicles across all locations (symbols graduated using log scale)



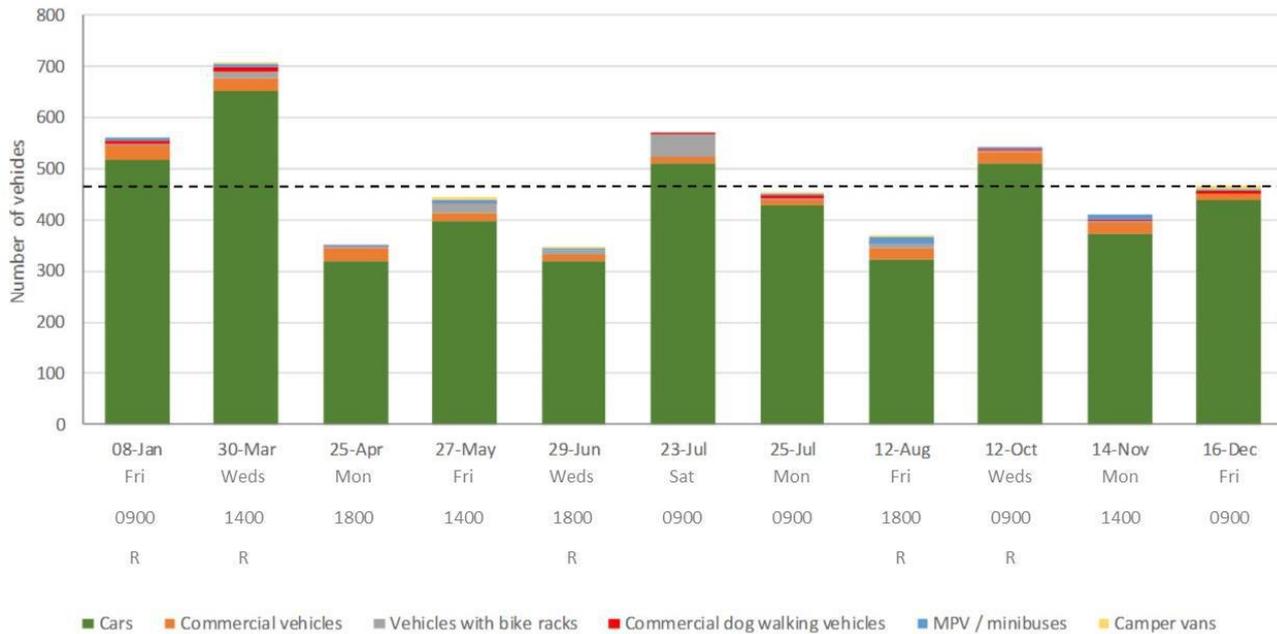
Contains Ordnance Survey Data © Crown copyright and database right 2016  
Designated site boundaries downloaded from the Natural England website. © Natural England



SSSI	Total Vehicles	Commercial Vehicles	Vehicles with bike racks	Commercial dog walking vehicles	MPV/ minibusses	Camper vans
Ash to Brookwood Heaths	586 (11)	40 (19)	3 (3)	3 (8)	9 (16)	5 (29)
Bourley & Long Valley	377 (7)	18 (9)	1 (1)	1 (3)	1 (2)	3 (18)
Bramshill	126 (2)	4 (2)	0 (0)	0 (0)	0 (0)	0 (0)
Broadmoor to Bagshot Woods & Heaths	1,077 (21)	10 (5)	93 (86)	4 (11)	26 (45)	4 (24)
Castle Bottom to Yateley & Hawley Com.	479 (9)	26 (13)	1 (1)	0 (0)	11 (19)	1 (6)
Chobham Common	376 (7)	15 (7)	1 (1)	7 (19)	1 (2)	0 (0)
Colony Bog & Bagshot Heath	1028 (20)	12 (6)	4 (4)	9 (25)	4 (7)	1 (6)
Hazeley Heath	19 (0)	2 (1)	0 (0)	1 (3)	0 (0)	0 (0)
Horsell Common	334 (6)	6 (3)	4 (4)	8 (22)	0 (0)	0 (0)
Ockham & Wisley Commons	366 (7)	57 (28)	1 (1)	1 (3)	1 (2)	2 (12)
Sandhurst to Owlsmoor Bogs & Heaths	96 (2)	1 (0)	0 (0)	1 (3)	1 (2)	0 (0)
Whitmoor Common	347 (7)	15 (7)	0 (0)	1 (3)	4 (7)	1 (6)
Total	5211 (100)	206 (100)	108 (100)	36 (100)	58 (100)	17 (100)

Overview of number (%) of vehicles by SSSI. Total vehicles column is the total for all vehicle types. Columns to the right are a subset. Percentages in all cases are based on column totals.

**Numbers of parked vehicles by date. Annotations below the data indicate the day, the start time and an R denotes at least some rainfall during the transect. The horizontal, dashed line shows the mean for the eleven dates. The dashed horizontal line shows the mean (474 vehicles).**



A total of 5,211 vehicles were counted across all transects and all dates. An average of 474 vehicles were recorded per transect.

The highest numbers of vehicles (21% of vehicles) were counted on Broadmoor to Bagshot Woods and Heaths SSSI (which includes the Lookout, the largest car-park in the area), which also had by far the most vehicles with bike racks (86% of all such vehicles counted), highlighting this as a main focus for cycling and a notably high proportion of MPV/minibuses (45%).

Colony Bog & Bagshot Heath SSSI, which encompasses Lightwater country park, also had a large number of vehicles (20% of total) and the highest proportion of commercial dog walking vehicles (25% of all such vehicles counted). Horsell Common was also notable for this vehicle type (22%). This is in comparison to the total number of vehicles on this site of 334, only 6% of the total across the SPA. Commercial dog walking vehicles were

predominantly recorded from the north-eastern part of the SPA and seem to avoid The Lookout.

### **Comparison with previous years**

Year	Total Vehicles	Commercial Vehicles	Vehicles with bike racks	Commercial dog walking vehicles	MPV/ minibusses	Camper vans
2013	3,164 (100)	84 (3)	98 (3)	8 (0)	49 (2)	4 (0)
2014	3,178 (100)	129 (4)	112 (4)	10 (0)	146 (5)	13 (0)
2015	5211 (100)	206 (4)	108 (2)	36 (1)	58 (1)	17 (0)

Due to the different timing and different survey effort, comparison between 2016 and previous years is difficult. Totals of all parked vehicles and the difference categories of vehicle are summarised in the above table. The methods used were similar in 2012 and 2013, but direct comparison with these data and the data in 2016 cannot be made. The 2016 total of 5,211 vehicles does not necessarily reflect an increase in access compared to 3,178 in 2014, as nearly double the effort was undertaken in 2016 and spread across the year. Surveys in 2016 have considered a range of dates across the year, whereas 2013 and 2014 surveys were targeted to the busier summer period.

There was a highly significant correlation between the overall totals at each car-park from 2014 and 2016 (Pearson correlation coefficient=0.928,  $p < 0.001$ ), indicating that relative values are similar, i.e. car parks that were busy in previous years were busy this year etc.

Compared to previous years, there have been relative decreases in use around Bourley/Long Valley, towards the east end of Yateley and at Caesar's Camp. There appears to have been a relative increase at Lightwater, Ockham & Wisley Common and towards the southern end of Ash to Brookwood Heaths SSSI.

Given that only one count was undertaken at the weekend and given the variation in times counted, sample sizes are too low to undertake any analysis to compare times of day or between days of the week.

Footprint Ecology have made recommendations in the 2016 report to change the temporal spread and number of transects across the year to improve the data. This recommendation has been implemented in the 2017 survey methodology.

Footprint have also recommended that car park changes should also be recorded and reflected in the transect data. Data updates are planned on an annual basis during December/January to include any new or redundant car parking across the SPA so that this can be fed into future data collection and analysis.

<b>Committee/Panel:</b>	Thames Basin Heaths Joint Strategic Partnership Board
<b>Date:</b>	20 July 2017
<b>Title:</b>	Thames Basin Heaths Financial Statement
<b>Report From:</b>	Administrative Body

**Contact name:** Jenny Wadham, Principal Accountant, Hampshire County Council

**Tel:** 01962 847193

**Email:** jennifer.wadham@hants.gov.uk

## 1. Executive Summary

- 1.1 This report presents an update to the Joint Strategic Partnership Board (JSPB) on the financial position of the Thames Basin Heaths Strategic Access Management and Monitoring (SAMM) as at 31<sup>st</sup> March 2017.
- 1.2 The report also includes the projected financial position of the Thames Basin Heaths SAMM for the three years to 31<sup>st</sup> March 2020, to assist the Board in making a decision on whether independent financial advisors should now be appointed to invest some or all of the funds held within the Endowment Account.
- 1.3 As at 31 March 2017, the balance in the Endowment Fund was £4.387m, and a further £797,868 was held in the Maintenance Fund, to pay for project expenditure.
- 1.4 It is projected that a further £1.133m will be added to Endowment Account in the 2017/18 financial year, giving an anticipated total of £5.520m available to be invested.
- 1.5 Based on current projections of income and expenditure, the balance on the Endowment Fund would increase to £7.673m by 31 March 2020, whilst the balance on the Maintenance Fund is expected to increase to £865,505 in the same period.

## 2. Financial Position 2016/17

- 2.1. The financial position as at 31 March 2017 is summarised in the table in Appendix 1, with a more detailed summary in Appendix 2.
- 2.2. The tariff income collected has been allocated to the two funds in the following proportions, in accordance with the SAMM agreement (section 3.2):

	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
Endowment Fund	40%	50%	70%	70%	70%	70%
Maintenance Fund	60%	50%	30%	30%	30%	30%

2.3. The balance in the Endowment Fund at the end of March 2017 was £4.387m, which equates to 67% of tariff income received since the start of the Partnership. The total income received by the Administrative Body to 31 March 2017 is £6.573m, of which £1.388m has been paid out to cover costs.

2.4. The actual tariff income received in the year to 31 March 2017 was £2.417m, much higher than the budgeted income of £1.505m reported in September 2016, but slightly lower than the £2.653m projection reported in early March 2017 (see Appendix 3). Actual income for Bracknell Forest and Wokingham Borough Councils was £1.079m higher than originally anticipated (as reported in early March) due to earlier receipts for Arborfield Garrison for Wokingham and Winchester House (Bracknell Town Centre) and Amen Corner North developments for Bracknell. However, conversely tariff income for Rushmoor and Woking Borough Councils was £343,500 lower than anticipated due to delays, including the Wellesley development.

2.5. The balance in the Maintenance Account at 31 March 2017, net of expenditure incurred and paid to date, was £797,868. Any balance remaining on the Maintenance Fund after all costs have been paid may be transferred to the Endowment Fund.

2.6. The majority of expenditure incurred is to cover project costs, with approximately £1.188m spent to date. Annual payments are also made to Natural England for administrative support (£10,160) and to Hampshire County Council for financial administration (£20,000) in line with the SAMM agreement.

2.7. Total expenditure incurred in 2016/17 was £450,918, £21,214 less than originally budgeted, mainly due to staff vacancies and planned expenditure on the people counter sensors being delayed until the 2017/18 financial year.

### **3. Projected Financial Position for the 2017/18 Financial Years**

3.1. Full information on the projections for the 2017/18 financial year and budgets and plans for 2017/18 onwards are not the subject of this report, however, an overview of the projections is provided in Appendix 4.

- 3.2. In the SAMM business plan it was envisaged that approximately £1.6m annual tariff income would be required to meet the ongoing expenditure costs, whilst allowing for 70% of total income to be transferred to the Endowment Fund to ensure the financial sustainability of the SAMM in perpetuity. The projected tariff income for the 2017/18, 2018/19, and 2019/20 financial years is £1.619m, £1.674m and £1.403m respectively, based on information provided by each of the partners.
- 3.3. The SAMM business plan also allowed for expenditure of approximately £500,000 per annum on an ongoing basis. Actual ongoing expenditure is expected to be approximately £447,000 per annum, based on current approved staffing and activity levels, with six full time and six seasonal workers.
- 3.4. Amounts paid out to cover full costs, inclusive of administrative and financial fees, to 31<sup>st</sup> March 2017 total £1,388,207, with costs of approximately £447,000 projected for the 2017/18 financial year.
- 3.5. In previous years, actual annual expenditure has not reached these levels, primarily because fewer wardens have been recruited than initially planned. The project is currently at full approved staffing levels of 6FTE year-round wardens, 6FTE seasonal wardens, a communication officer and a project manager.
- 3.6. Based on the current projections of income and expenditure, the Endowment Fund balance is expected to increase over the next three financial years to £7.673m by March 2020, as shown in Appendix 5. The balance within the Maintenance Fund is expected to increase to £865,505. As stated above, the balance within the Maintenance Fund could be transferred to the Endowment Fund, however, it is recommended that a balance is retained within the Maintenance Fund to provide assurance that should actual income fall below projected levels, full staffing levels and therefore delivery can be maintained.

#### **4. Investment of funds in the Endowment Account**

- 4.1. Tariff income is collected by LPAs and passed to the Administrative Body. This tariff income is used to fund current project expenditure (the Maintenance Account) and to accumulate sufficient balances to fund future project expenditure and the cost of long term maintenance and protection of the SPA (the Endowment Account).
- 4.2. Under the terms of the SAMM agreement (section 5.3) the JSPB is given responsibility to review the value and performance of the Endowment Fund on a regular basis and provide direction as to when, how and from whom the services of an Independent Financial Adviser are to be procured.
- 4.3. The SAMM agreement envisaged the management of the balance in the Endowment Fund to be undertaken by an Independent Financial Adviser, to maximise the return achieved within the investment guidelines set by the JSPB.

4.4. Fund balances are currently held by the Administrative Body, receiving interest at a rate of 0.25%. Under the terms of the SAMM agreement, the Administrative Body is required to pay interest at not less than 0.5% below the Bank of England base rate, with that base rate currently standing at 0.25%.

## **5. Recommendations**

5.1. It is recommended that:

- The current financial position and projected financial position for the three financial years to 31 March 2020 is noted
- The provision to transfer any unused Maintenance Fund balance to the Endowment Fund is noted, but it is advised that the balance is retained within the Maintenance Fund in the short term to meet staffing commitments
- The investment strategy for the Endowment Fund is considered.

5.2. If deemed appropriate, the Board is asked to provide direction as to how and from whom the services of an independent financial advisor are to be procured.

## Appendix 1 - Financial Summary to 31 March 2017

<b>Income</b>	<b>Cumulative to 2014/15</b>	<b>2015/16 £</b>	<b>2016/17 £</b>	<b>Total £</b>
Bracknell Forest BC	287,230	201,542	729,955	1,218,727
Elmbridge BC	45,557	50,483	151,164	247,204
Guildford BC	469,325	177,310	147,644	794,279
Hart BC	422,559	208,010	99,197	729,766
Runnymede BC	64,260	132,930	88,200	285,390
Rushmoor BC	197,210	144,881	142,761	484,852
Surrey Heath BC	401,960	135,781	90,017	627,758
Waverley BC	108,326	31,261	71,338	210,925
Windsor & Maidenhead RB	101,292	28,372	13,249	142,913
Woking BC	388,916	62,691	45,461	497,068
Wokingham BC	411,097	57,799	825,511	1,294,407
Interest	13,366	13,059	12,991	39,416
<b>Total Income</b>	<b>2,911,098</b>	<b>1,244,119</b>	<b>2,417,488</b>	<b>6,572,705</b>
<b>Expenditure</b>				
Project Co-ordinator Natural England	26,058	0	0	26,058
Project costs Natural England	530,281	236,629	420,758	1,187,668
Administration fee Natural England	29,000	20,320	10,160	59,480
Financial Administration HCC	75,000	20,000	20,000	115,000
<b>Total Expenditure</b>	<b>660,339</b>	<b>276,949</b>	<b>450,918</b>	<b>1,388,206</b>
<b>Net Income/(expenditure)</b>	<b>2,250,759</b>	<b>967,170</b>	<b>1,966,570</b>	<b>5,184,499</b>

<b>Maintenance Account</b>	<b>2011/12</b>	<b>2012/13</b>	<b>2013/14</b>	<b>2014/15</b>	<b>2015/16</b>	<b>2016/17</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Balance b/fwd	0	39,458	134,105	185,111	430,340	525,205
Additions to fund	162,741	301,433	206,773	419,731	371,815	723,581
Expenditure	(123,283)	(206,786)	(155,767)	(174,502)	(276,950)	(450,918)
<b>Balance c/fwd</b>	<b>39,458</b>	<b>134,105</b>	<b>185,111</b>	<b>430,340</b>	<b>525,205</b>	<b>797,868</b>

<b>Endowment Account</b>	<b>2011/12</b>	<b>2012/13</b>	<b>2013/14</b>	<b>2014/15</b>	<b>2015/16</b>	<b>2016/17</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Balance b/fwd	0	108,494	409,927	837,685	1,820,418	2,692,722
Additions to fund	108,494	301,433	427,758	982,733	872,304	1,693,909
Expenditure	0	0	0	0	0	0
<b>Balance c/fwd</b>	<b>108,494</b>	<b>409,927</b>	<b>837,685</b>	<b>1,820,418</b>	<b>2,692,722</b>	<b>4,386,631</b>

**Appendix 2 – Detailed Financial Statement to 31 March 2017**

1. Income	Previous years	2016/17						Cumulative Total
	£	Adjustment to previous years £	Quarter 1 £	Quarter 2 £	Quarter 3 £	Quarter 4 £	Annual total £	£
Bracknell Forest BC	488,772	0	3,990	221,091	452,529	52,345	729,955	1,218,727
Elmbridge BC	96,040	0	22,553	0	34,025	94,586	151,164	247,204
Guildford BC	646,635	0	42,156	56,519	33,464	15,505	147,644	794,279
Hart DC	630,569	20,009	16,941	62,247	0	0	99,197	729,766
Runnymede BC	197,190	0	0	84,420	2,520	1,260	88,200	285,390
Rushmoor BC	342,091	0	36,187	39,456	11,704	55,414	142,761	484,852
Surrey Heath BC	537,741	0	11,691	33,247	24,197	20,882	90,017	627,758
Waverley BC	139,587	0	17,539	0	28,349	25,450	71,338	210,925
Windsor & Maidenhead RB	129,664	482	807	0	11,960	0	13,249	142,913
Woking BC	451,607	5,058	0	0	0	40,403	45,461	497,068
Wokingham BC	468,896	0	133,388	108,576	578,706	4,841	825,511	1,294,407
Interest	26,425	0	0	0	0	12,991	12,991	39,416
<b>Total Income</b>	<b>4,155,217</b>	<b>25,549</b>	<b>285,252</b>	<b>605,556</b>	<b>1,177,454</b>	<b>323,677</b>	<b>2,417,488</b>	<b>6,572,705</b>
<b>Maintenance Fund</b>	<b>1,462,493</b>	<b>7,665</b>	<b>85,576</b>	<b>181,667</b>	<b>353,236</b>	<b>95,437</b>	<b>723,581</b>	<b>2,186,074</b>
<b>Endowment Fund</b>	<b>2,692,722</b>	<b>17,885</b>	<b>199,677</b>	<b>423,889</b>	<b>824,218</b>	<b>228,240</b>	<b>1,693,909</b>	<b>4,386,631</b>

	Previous years	2016/17					Cumulative Total	
	£	Adjustment to previous years £	Quarter 1 £	Quarter 2 £	Quarter 3 £	Quarter 4 £	Annual total £	£
<b>2. Maintenance Fund</b>								
<b>a) Expenditure</b>								
Project co-ordinator NE	26,058	0	0	0	0	0	0	26,058
Project costs NE	766,910	10,217	114,330	101,361	94,977	99,873	420,758	1,187,668
Administration Fee NE	49,320	0	0	0	10,160	0	10,160	59,480
Financial Administration HCC	95,000	0	20,000	0	0	0	20,000	115,000
<b>Total Expenditure</b>	<b>937,288</b>	<b>10,217</b>	<b>134,330</b>	<b>101,361</b>	<b>105,137</b>	<b>99,873</b>	<b>450,918</b>	<b>1,388,206</b>
<b>b) Balance</b>	<b>525,205</b>	<b>(2,553)</b>	<b>(48,754)</b>	<b>80,306</b>	<b>248,099</b>	<b>(4,435)</b>	<b>272,663</b>	<b>797,868</b>
<b>3. Endowment Fund</b>								
<b>a) Expenditure</b>	0	0	0	0	0	0	0	0
<b>b) Balance</b>	<b>2,692,722</b>	<b>17,885</b>	<b>199,677</b>	<b>423,889</b>	<b>824,218</b>	<b>228,240</b>	<b>1,693,909</b>	<b>4,386,631</b>
<b>Total Fund Balance</b>	<b>3,217,927</b>	<b>15,332</b>	<b>150,923</b>	<b>504,195</b>	<b>1,072,317</b>	<b>223,805</b>	<b>1,966,572</b>	<b>5,184,499</b>

**4. Summary of Returns**

	Previous years £	2016/17					Annual total £	Cumulative Total £
		Adjustment to previous years £	Quarter 1 £	Quarter 2 £	Quarter 3 £	Quarter 4 £		
Number of Net Units	6,083	42	241	1,781	3,372	481	5,917	12,000
Number of residents	11,064	85	419	3,273	6,948	915	11,641	22,705
Number of bedrooms	1,112	0	0	0	0	0	0	1,112

### Appendix 3 – Financial Summary for the year to 31 March 2017

	Budget	December Outturn Forecast	2016/17 actuals	Variance to Budget
	£	£	£	£
<b>Income</b>				
Bracknell Forest BC	177,030	677,610	729,955	552,925
Elmbridge BC	55,000	100,000	151,164	96,164
Guildford BC	185,082	170,000	147,644	(37,438)
Hart DC	16,941	101,675	99,197	82,256
Runnymede BC	80,010	86,940	88,200	8,190
Rushmoor BC	338,578	338,578	142,761	(195,817)
Surrey Heath BC	110,000	110,000	90,017	(19,983)
Waverley BC	24,495	28,349	71,338	46,843
Windsor & Maidenhead RB	13,230	13,249	13,249	19
Woking BC	193,158	193,158	45,461	(147,697)
Wokingham BC	298,950	820,670	825,511	526,561
Interest	13,000	13,000	12,991	(9)
<b>Total income</b>	<b>1,505,474</b>	<b>2,653,229</b>	<b>2,417,488</b>	<b>912,014</b>
<b>Expenditure</b>				
Natural England Staff Costs	370,121	341,392	358,776	(11,345)
Natural England Project Costs	71,851	70,300	61,982	(9,869)
Natural England Admin Fee	10,160	10,160	10,160	0
HCC Admin Fee	20,000	20,000	20,000	0
<b>Total Expenditure</b>	<b>472,132</b>	<b>441,852</b>	<b>450,918</b>	<b>(21,214)</b>
<b>Net income/(expenditure)</b>	<b>1,033,342</b>	<b>2,211,377</b>	<b>1,966,570</b>	<b>933,228</b>

## Appendix 4 – Projected Income and Expenditure 2017/18 to 2019/20

	Previous years	Projected 2017/18	Projected 2018/19	Projected 2019/20
	£	£	£	£
<b>1. INCOME</b>				
Bracknell Forest BC	1,218,727	248,904	615,564	440,424
Elmbridge BC	247,204	19,360	19,360	25,000
Guildford BC	794,279	170,000	170,000	45,246
Hart BC	729,766	32100	130427	130427
Runnymede BC	285,390	47,754	67,284	43,974
Rushmoor BC	484,852	281,788	395,369	338,578
Surrey Heath BC	627,758	142,676	0	0
Waverley BC	210,925	0	0	0
Windsor & Maidenhead RB	142,913	27,720	56,595	56,595
Woking BC	497,068	193,158	0	0
Wokingham BC	1,294,407	455,290	219,093	322,770
Interest	39,416	0	0	0
<b>Total Income</b>	<b>6,572,705</b>	<b>1,618,750</b>	<b>1,673,692</b>	<b>1,403,014</b>
<b>2. Expenditure</b>	<b>1,388,207</b>	<b>447,000</b>	<b>447,000</b>	<b>447,000</b>
<b>Net Income/(Expenditure)</b>	<b>5,184,498</b>	<b>1,171,750</b>	<b>1,226,692</b>	<b>956,014</b>

## Appendix 5 – Projected Endowment Fund Balance

	<b>2016/17 Actuals £</b>	<b>2017/18 Projected £</b>	<b>2018/19 Projected £</b>	<b>2019/20 Projected £</b>
Income	6,572,705	1,618,750	1,673,692	1,403,014
70% to Endowment Fund	4,386,631	1,133,125	1,171,584	982,110
30% to Maintenance Fund	2,186,074	485,625	502,108	420,904
Expenditure	1,388,206	447,000	447,000	447,000
<b>Maintenance Fund:</b>				
Balance brought forward	525,205	797,868	836,493	891,601
Transfer (to)/from income	272,663	38,625	55,108	(26,096)
Balance carried forward	<b>797,868</b>	<b>836,493</b>	<b>891,601</b>	<b>865,505</b>
<b>Endowment Fund:</b>				
Balance brought forward	2,692,722	4,386,631	5,519,756	6,691,340
Transfer (to)/from income	1,693,909	1,133,125	1,171,584	982,110
Balance carried forward	<b>4,386,631</b>	<b>5,519,756</b>	<b>6,691,340</b>	<b>7,673,450</b>

<b>Committee/Panel:</b>	Thames Basin Heaths Joint Strategic Partnership Board
<b>Date:</b>	20 <sup>th</sup> July 2017
<b>Title:</b>	Thames Basin Heaths - Future investment of the Endowment Fund balance
<b>Report From:</b>	Administrative Body

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## 1. Executive Summary

- 1.1 This report sets out the roles and responsibilities of Hampshire County Council as the Administrative Body in relation to the future investment of the monies held within the Endowment Account of the Thames Basin Heaths Partnership, and the assurances and instructions required from the Joint Strategic Partnership Board (JSPB) to enable the Administrative Body to action that investment.
- 1.2 The Administrative Body cannot provide any financial advice on the investment, and it is therefore expected that the JSPB will take independent financial advice before making any investment decisions.
- 1.3 The Administrative Body will invest the money held within the Endowment Fund, including any transfer from the Maintenance Fund if so directed by the JSPB, in accordance with the instructions of the JSPB. Before doing so, the Administrative Body will ensure that the investment instructions have fully taken account of, and are in accordance with, the independent financial advice provided to the JSPB.
- 1.4 The Administrative Body accepts no risk in relation to the investment, with the risk for the investment resting with the JSPB.

## 2. Roles and Responsibilities

- 2.1. The roles and responsibilities of the Administrative Body and the JSPB are set out within the Thames Basin Heaths SPA SAMM Agreement, dated 14 July 2011. Extracts of this agreement are shown in Appendices 1 – 3.
- 2.2. The functions of the Administrative Body are defined within Section 6 of the Partnership Agreement (Appendix 2). Those functions are administrative in nature, and the agreement is very clear that the Administrative Body is not expected to provide financial advice to the JSPB. This is contained within Clause 6.6 of the agreement:

“It is agreed and understood that [...] the Administrative Body is not assuming any role in providing either financial advice or strategic avoidance and mitigation advice.”

It is further clarified within section 5 of Schedule 2 to the agreement (Appendix 3):

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

2.3. It is therefore expected that the JSPB would seek independent financial advice before making any investment decisions.

2.4. The principles of the Endowment Account are contained within Section 5 of the agreement, which is shown in Appendix 1. Clauses 5.2 and 5.3 are specified below:

“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.”

“It is envisaged that the Endowment Account will be managed by Independent Financial Advisors, 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 Advisor are to be procured.”

2.5. The Administrative Body will continue to collect the funds and hold them within a bank account under Section 5 of the agreement, until instructed by the JSPB to invest the funds. As the agreement makes reference to advice being sought from independent financial advisors, before making the investment the Administrative Body will ensure that the instructions from the JSPB have fully taken account of, and are in accordance with, the independent financial advice provided to the JSPB.

2.6. As the Administrative Body is not providing financial advice, and would be following the instructions of the JSPB with regards to any investment (subsequent to the JSPB taking independent financial advice), the Administrative Body would accept no risk in relation to the investment. Instead that risk would remain with the JSPB.

### **3. Recommendations**

3.1. It is recommended that:

- The JSPB notes that the Administrative Body cannot provide financial advice on the investments of the Partnership.
- The JSPB agrees to take independent financial advice before making any investment decisions, in accordance with the Partnership Agreement.
- The JSPB agrees to provide clear, written instructions to the Administrative Body in relation to any investments to be made, that are in accordance with the independent financial advice obtained.
- The JSPB notes that the Administrative Body will ensure that the investment instructions have fully taken account of, and are in accordance with, the independent financial advice provided to the JSPB, before making the investment.
- The JSPB acknowledges that the investment risk rests with the JSPB, and not with the Administrative Body.

## **Appendix 1 – Section 5 of the Thames Basin Heaths SPA SAMM Agreement, dated 14 July 2011**

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,

## Appendix 2 - Section 6 of the Thames Basin Heaths SPA SAMM Agreement, dated 14 July 2011

### 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**

## Appendix 3 – Schedule 2 to the Thames Basin Heaths SPA SAMM Agreement, dated 14 July 2011

### 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.