

## **ANNEXE 1**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of 2010

### **BETWEEN**

- (1) **NATURAL ENGLAND** of 1 East Parade, Sheffield S1 2ET (“Natural England”)
- (2) **Surrey County Council** of Penrhyn Road, Kingston-upon-thames, Surrey (‘Host Authority’)
- (3) **Guildford Borough Council** of Millmead House Millmead, Guildford, Surrey (“Guildford Borough Council”)
- (4) **Mole Valley District Council** of Pippbrook, Dorking, Surrey (“Mole Valley District Council”)
- (5) **Reigate & Banstead District Council** of Town Hall, Castlefield Road, Reigate, Surrey (“Reigate & Banstead District Council”)
- (6) **Tandridge District Council** of Council Offices Station Road East Oxted, Surrey (“Tandridge District Council”)
- (7) **Waverley Borough Council** of Council Offices, The Burys Godalming, Surrey (“Waveley Borough Council”)

(“the Parties”)

**IT IS AGREED** as follows:

### **WHEREAS**

- (A) This Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of an AONB Partnership (“the Partnership”), a Staff Unit

to act on behalf of the Partnership and the publishing, reviewing and monitoring of the AONB Management Plan.

- (B) This Agreement also sets out a shared vision for and commitment to AONB management by all Parties to the Agreement. It outlines the expectations on all Parties to achieve this vision, including a local reflection of the national agreement between Natural England and the National Association for Areas of Outstanding Natural Beauty (“NAAONB”)

**NOW IT IS AGREED** as follows

**1. Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

<b>“AONB”</b>	means an Area of Outstanding Natural Beauty
<b>“the Partnership”</b>	means [AONB Partnership] comprising of the organisations listed in Schedule 1
<b>“Funding Partners”</b>	means the following Local Authority Funding Partners namely [insert names ] referred to in this Agreement as the “Local Authority Funding Partners” and Natural England
<b>“Non-Funding Partners”</b>	means the organisations listed in Schedule [3]
<b>“the Term”</b>	means the period of three years to include years 2008/09, 2009/10 and 2010/11
<b>“Eligible Costs”</b>	means those costs listed in clause 78
<b>“Management Plan”</b>	means the AONB management plan that the local authorities have a statutory duty under the Countryside and Rights of Way Act 2000 to produce and review in relation to any AONBs in their area
<b>“Annual Business Plan”</b>	means the Partnership business plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question

<b>“the Host Authority”</b>	means the local authority responsible for the Partnership’s finances and employment of AONB staff
<b>“the Parties”</b>	means any party to this Agreement individually and <b>“Parties”</b> refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;
<b>“Staff Unit”</b>	means the unit established by the Host Authority employing all and any staff engaged in the work of the Partnership, including the Core Staff;
<b>“Core Staff”</b>	means the staff funded by the budget detailed in clause 7 for the purposes of the core functions listed in Schedule 2 but does not include or cover new posts established through externally funded projects.
<b>“Sustainable Development Fund”</b>	means a funding programme to aid the achievement of AONB purposes by encouraging individuals, community groups and businesses to co-operate together to develop practical and sustainable solutions to the management of their activities

1.2 In this Agreement where the context requires:

1.2.1 the masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa;

1.2.2 references to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

1.2.3 a reference to a person shall include a reference to any individual, company, or other legal entity;

- 1.2.4 references to clauses and Schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;
- 1.2.5 headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement;
- 1.3 Subject to clause 1.4 the Schedules form an integral part of this Agreement.
- 1.4 In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules the provisions of this Agreement shall prevail and for the purposes of this clause 1.4 only the term “Agreement” shall not include the Schedules.

## **2. Shared Vision**

- 2.1 The Parties to this Agreement believe that:
  - 2.1.1 AONB management structures should be strongly supported by partners and relevant authorities.<sup>1</sup>
  - 2.1.2 the statutory requirement to produce AONB Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.
  - 2.1.3 security of funding and flexibility of funding for AONBs will deliver better outcomes.
  - 2.1.4 there should be a “can do” culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.
  - 2.1.5 monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base.
  - 2.1.6 opportunities should be taken to maximise the synergies between the outcomes of the AONB’s Management Plan with Natural England’s Strategic Objectives and the plans of other Parties.

## **3. Duration**

This Agreement will run for the Term unless terminated earlier in accordance with the provisions of clause 11 or alternatively at the end of the Term the Agreement may be extended for a further three years with the written agreement of the Parties.

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<sup>1</sup> As defined by S85 of CRoW Act - relevant authority includes government departments, Natural England included, and public sector as well as statutory undertakers

## **4. Partnership Roles, Responsibilities and Structure**

### **4.1 The Partnership**

- 4.1.1 The Partnership was formed in 2008 as a Joint Management Committee and referred to as the Surrey Hills Board.
- 4.1.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1

### **4.2 The Staff Unit**

- 4.2.1 The purpose and objectives of the Partnership will be assisted by the employment of a Staff Unit to act on its behalf. Part 1 of Schedule 2 shows Core Staff and non-Core staff. The Staff Unit will coordinate, champion, act as a focus and bring bodies together for action, and bid for funds. The Staff Unit will carry out the core functions set out in part 2, schedule 2.
- 4.2.2 The Staff Unit will work for the whole Partnership and have its own identity. Activities will be delivered under the identity of the Partnership, rather than that of the Host Authority or individual Parties.
- 4.2.3 A degree of independence for the Partnership from the Host Authority will be necessary, particularly when the Partnership is consulted by or is required to make comments and provide advice on schemes and activities of its constituent Local Authorities.

### **4.3 The Host Authority**

The Host Authority will be responsible for line managing the AONB Manager, acting as employer of the staff employed as part of the Staff Unit, providing human resources and IT support and exercising responsibility for the financial management of the Partnership in accordance with clause 8.

### **4.4 Funding Partners**

The Local Authority Funding Partners will be responsible for:

- 4.4.1 contributing to the costs of the Partnership in accordance with clause 10
- 4.4.2 working with the Host Authority and Natural England in relation to the management of the AONB.
- 4.4.3 providing a recognised lead officer and contact who will be involved in the management of the Staff Unit, the Management Plan process and Partnership activity; and

4.4.4 working with local government members to promote the role and value of AONBs to society and our natural environment

#### **4.5 Non-Funding Partners**

The Non-Funding Partners will be requested to assist the Host Authority, Natural England and the Funding Partners in managing the AONB by providing advice and guidance in their specific areas of expertise.

#### **4.6 Natural England**

Natural England will be responsible for

- 4.6.1 contributing to the costs of the Partnership in accordance with clause 9;
- 4.6.2 working with the Host Authority in relation to the management of the AONB including the recruitment of the AONB Manager.
- 4.6.3 Working to the principles set out in the National Agreement between Natural England and the NAAONBs, a copy of which is annexed to this Agreement
- 4.6.4 Providing a recognised lead officer and contact who will be involved in the management of the Staff Unit, the Management Plan process and Partnership activity.
- 4.6.5 Supporting the work of the Partnership
- 4.6.6 Working across Government and with national organisations to promote the role and value of AONBs to society and our natural environment

#### **5. Employment of a Staff Unit**

5.1 An AONB Staff Unit will be established by the Host Authority. Details of the Staff Unit are more particularly described in Schedule 2, part 1.

##### **5.2. AONB Manager**

- 5.2.1 An AONB Manager will be employed at a senior level to act as a respected advocate for, and champion of the AONB. The AONB Manager will be given authority to work with key partners at a senior level, for example Chief Executives, Regional Directors, lead Planning Officers, key committees and Local Authority members
- 5.1.2 Natural England will be involved with the recruitment of the AONB Manager to include drafting of the job specification and being represented on the interview panel.
- 5.1.3 The line management of the AONB Manager for day to day purposes will be through the Host Authority.

## **5.2 Other AONB Staff**

- 5.2.1 Other AONB staff, forming part of the Staff Unit, will be employed on behalf of the Partnership to take forward the AONB Annual Business Plan and Management Plan.
- 5.2.2 AONB staff will report to the AONB Manager and will work to a programme agreed by the Partnership against which progress will be monitored.

## **6. Redundancy**

- 6.1 Any redundancy payments legally due to AONB Core Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met by the Parties according to the following principles:
  - 6.1.1 Subject to sub-clauses 6.1.2 – 6.1.5 below, Natural England shall indemnify and keep indemnified the Host Authority against any redundancy payments that the Host Authority makes to AONB Core Staff provided:
    - (i) the post holder's entitlement to the said payment arises as a result of termination or cessation of this Agreement and the withdrawal of funding by Natural England, except where the termination or cessation is as a result of the Host Authority's default under this Agreement; and
    - (ii) that the Host Authority has used its best endeavours to redeploy the post holder internally and to the extent that is legally able to do so with other Local Authority funding partners prior to making them redundant;
  - 6.1.2 If a redundancy is caused by a Party other than Natural England withdrawing from this Agreement, that Party will be liable for the full costs of redundancy.
  - 6.1.3 If a redundancy is a consequence of a unanimous decision by the Parties then all Parties will be liable for the redundancy costs with the costs being split pro rata each Parties contribution.
  - 6.1.4 For the avoidance of doubt the Parties acknowledge that a reduction in funds is not the equivalent of, and does not amount to, a withdrawal of funds for the purposes of this Agreement.
  - 6.1.5 Provided Always that Natural England's liabilities in respect of redundancy costs shall be limited as follows to an overall cap which will be no more than the total grant monies paid to the Host Authority in the previous grant year.

## **7. Financial and Administrative arrangements.**

- 7.1 The income and expenditure of the Partnership will be met in the first instance by the Host Authority which will be responsible for the exercise of proper financial



control and for collecting contributions from Natural England and the Local Authority Funding Partners as detailed in clauses 9 and 10.

- 7.2 The details of the budget will be agreed annually by the Partnership's Funding Partners and an appropriate grant application submitted to Natural England.
- 7.3 The Host Authority will be responsible for submitting the annual AONB financial contribution application to Natural England in accordance with any guidance issued by NE by 31<sup>st</sup> December in any year.
- 7.4 Natural England's contribution shall be paid in arrears to the Host Authority on receipt of an agreed claim and in accordance with guidance issued by Natural England.
- 7.5 The Local Authority Funding Partners will:
  - 7.5.1 Make annual contributions in accordance with the provisions of clause 10
  - 7.5.2 Commit to providing 3 year funding as set out in clause 10
- 7.6 Natural England will:
  - 7.6.1 Make annual financial contributions to support the work of the Partnership to be made in line with the single pot contribution set out in clause 9
  - 7.6.2 Commit to providing 3 year funding as set out in clause 9

## **8. Eligible Costs** for core functions

- 8.1 Eligible Costs shall include:
  - i) staff salaries, employers' national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with Host Authority conditions of service;
  - ii) accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
  - iii) office support services to include but not limited to financial and legal support, IT support and property services;
  - iv) pay awards and inflationary increases;
  - v) maternity pay;
  - vi) training;
  - vii) travel and subsistence expenses;

- (viii) Any redundancy payment due to a post holder employed by the Host Authority exclusively for the purposes of the Partnership and where the post holder's entitlement to the said payment arises in circumstances envisaged in clause 6.
- (ix) a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;
- (x) costs of establishing and running the AONB partnership;
- (xi) costs associated with the production of the AONB management plan;
- (xii) advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs
- (xiii) other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2

## **9. Natural England Funding**

- 9.1 Natural England will make a contribution to the Partnership as set out in sub-clauses 9.2, 9.3 and 9.4
- 9.2 The total grant allocation for the first year of the Term from NE was £ 236,686
- 9.3 The total grant allocation for the second year of the Term from NE is £ 236,686
- 9.4 In year three of the Term NE will contribute a total grant at least 95% of £236,686 being £224,851.
- 9.5 This grant will be used towards Eligible Costs listed in sub clause 8.1, the provision of a Sustainable Development Fund and project activity in the context of a single pot [Schedule 4] to achieve the outcomes set out in the Management Plan and the Annual Business Plan.

## **10 The Local Authority Funding Partners' Funding**

- 10.1 The Local Authority Funding Partners will contribute to the Eligible Costs as set in the table below:

<b><u>Organisation</u></b>	<b><u>FY 2008/09</u></b>	<b><u>FY 2009/10</u></b>	<b><u>FY 2010/11</u></b>
Surrey CC	£ 25,060.00	£ 28,812.00	£ 27,145.00
Guildford BC	£ 6,130.00	£6,314.00	£6,346.00
Mole Valley DC	£ 6,130.00	£6,314.00	£6,346.00
Waverley BC	£5,916.00	£5,705.00	£6,346.00
Tandridge DC	£3,065.00	£3,157.00	£3,173.00
Reigate & Banstead BC	£3,065.00	£3,157.00	£3,173.00

- 10.2 The Local Authority Funding Partners contribution (including Host Authority) will equal at least 25% of Eligible Costs for core functions listed in sub clause 8.1 in any one year. The contribution will be paid to the Host Authority in July of each year.
- 10.3 The details of the budget will be agreed annually by the Partnership and appropriate grant bids / claims submitted to NE.

## **11 Termination**

- 11.1 Without prejudice to the obligations of the other Parties to each other under this Agreement, which unless otherwise agreed continue, a Party may, by giving not less than one year's written notice, terminate its participation in this Agreement setting out the reasons for termination. A review of the viability of the continuation of the Partnership will be carried out by the remaining Parties.
- 11.2 If a Party withdraws from the Agreement in accordance with clause 11.1 the remaining Parties will not be required to take on the responsibility or financial liability of the withdrawing Party. However should the remaining Parties choose to increase their contribution, financial or otherwise, then this will be reflected in an addendum to the Agreement, signed by all the remaining Parties.  
For the avoidance of doubt, the withdrawing Party will not be entitled to a return of any contribution made in accordance with clause 9 or 10 for the financial year in which they serve notice of their withdrawal.
- 11.3 The Local Authority Funding Partners and Natural England will pay contributions in respect of inescapable contractual commitments (apart from redundancy payments that are subject to clause 6 above) entered into in good faith prior to any party giving notice of termination whether or not such commitments involve expenditure after the date of termination. However, for the avoidance of doubt, the said contractual

commitments shall not include contract(s) of employment or an agreement(s) to retain the services of a worker or consultant in relation to the Partnership.

- 11.4 On termination of the Agreement, a statement shall be drawn up of the remaining funds held by the Host Authority pursuant to this Agreement, together with any outstanding liability and once such statement has been agreed between the Parties, the Host Authority shall reimburse the remaining monies to the contributing Parties, pro rata to their initial contributions.

## **12. Communication**

- 12.1 For the purposes of this Agreement the following are lead contacts for each of the Parties contactable at the address given:

12.1.1 Natural England: Michael Blencowe, Natural England, Phoenix House, 33 North Street, Lewes, East Sussex, BN7 2PH

12.1.2 Surrey County Council : Mike Dawson

12.1.3 Guildford Borough Council: Kay Richardson

12.1.4 Mole Valley District Council: Rod Shaw

12.1.5 Reigate & Banstead District Council: Sophie Benazon

12.1.6 Tandridge District Council: Paul Newdick

12.1.7 Waverley Borough Council: tbc

## **13. Jurisdiction**

- 13.1 All disputes or claims arising out of or in connection with the activities of the parties under this Agreement shall be governed by and construed in accordance with the law of England.

## **14. Reconciliation of Disagreement**

- 14.1 Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:

14.1.1 The dispute shall in the first instance be referred to the relevant parties' Project Executive officer or manager in the organisation of similar standing for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;

- 14.2 If the dispute cannot be resolved in accordance with 14.1.1 above within ten business days after such referral, or within any other period agreed between the

Parties then the dispute shall be referred to the relevant Parties' Legal Advisors for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;

- 14.3 If the dispute has not been resolved following a referral in accordance with 14.1.2 the Parties shall settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

## **15. Information**

- 15.1 The Parties are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and they shall assist and co-operate with the other Parties as necessary to comply with these requirements.
- 15.2 In responding to a request for information, including information in connection with the Partnership, a Party will use reasonable endeavours to consult with the other Parties. Notwithstanding this the Parties acknowledge that they may be required to disclose information without consultation, or following consultation with the Parties having taken their views into account.
- 15.3 The Parties shall ensure that all information produced in the course of the Partnership or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable a Party to respond to a request for information within the time for compliance and shall permit the Parties to inspect such records as requested from time to time
- 15.4 All Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

## **16. Variation and Waiver**

- 16.1 Any variation of this Agreement shall be in writing and signed by or on behalf of each of the Parties.
- 16.2 No delay by any Party in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

## **17. Contracts (Rights of Third Parties) Act 1999**

17.1 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

**NATURAL ENGLAND**

Signed .....

Date .....

Position .....  
on behalf of Natural England

**HOST AUTHORITY**

Signed .....

Date .....

Position .....  
on behalf of Surrey County Council

**FUNDING PARTNER (1)**

Signed .....

Date .....

Position .....  
on behalf of Mole Valley District Council

**FUNDING PARTNER (2)**

Signed .....

Date .....

Position .....  
on behalf of Guildford Borough Council

**FUNDING PARTNER (3)**

Signed .....

Date .....

Position .....  
on behalf of Waverley Borough Council

FUNDING PARTNER (4)

Signed .....

Date .....

Position .....  
on behalf of Reigate & Banstead Borough Council

FUNDING PARTNER (5)

Signed .....

Date .....

Position .....  
on behalf of Tandridge District Council



**SCHEDULE 1**  
**PARTNERSHIP MEMBERSHIP, TERMS OF REFERENCE, STRUCTURE AND**  
**OPERATION**

**INTRODUCTION**

- 1 The aim of this document (“the Constitution”) is to set out roles and responsibilities for the work of the Joint Management Committee for the Surrey Hills Area of Outstanding Natural Beauty (AONB) and the direction of its development.
- 2 The Joint Management Committee has been established under sections 101 and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000, by the following local authorities (“the Authorities”):
  - Guildford Borough Council
  - Mole Valley District Council
  - Reigate and Banstead Borough Council
  - Surrey County Council
  - Tandridge District Council
  - Waverley Borough Council
- 3 Natural England and the National Trust are co-opted members of the Joint Management Committee and their roles are defined in the Decision Making section: paragraphs 36 and 38.
- 4 Each Local Authority has delegated to the Joint Management Committee the preparation and review of the AONB Management Plan.

**NAME OF THE JOINT MANAGEMENT COMMITTEE**

- 5 For publicity and promotional purposes the Surrey Hills Area of Outstanding Natural Beauty Joint Management Committee will be commonly referred to as the “Surrey Hills Board”. The Joint Management Committee is referred to as the Surrey Hills Board (the Board) throughout this constitution.

**PURPOSE OF THE BOARD**

- 6 In general terms the Board will be guided by national policies set out for Areas of Outstanding Natural Beauty, primarily by Natural England.
- 7 The primary purpose of the Board is to enhance and protect the natural beauty of the AONB. The Board will also:
  - (a) promote sustainable development and appropriate enjoyment of the AONB
  - (b) promote public and political awareness and support for the AONB both locally and nationally

- (c) make the AONB relevant to the people who live and work in and around the Surrey Hills and to visitors to the area.
- 8 Each member organisation of the Board will be expected to commit itself to the aims of the Board and to achieving the national and local objectives for the Surrey Hills AONB in the ways outlined in the AONB Management Plan. Members of the Board will act first and foremost independently in the interests of the AONB, but with regard to the interests of their sponsoring organisation.
  - 9 The Countryside and Rights of Way Act 2000 has established a statutory duty on local authorities with AONBs to prepare an AONB management plan. In the Surrey Hills the Board prepares the AONB management plan for adoption by the local authorities and leads and co-ordinates its implementation. The AONB management plan provides a common framework for action whilst the Constitution provides the complimentary framework to determine how the Board and its members should operate to maximum effect.
  - 10 The Countryside and Rights of Way Act 2000 has also established a duty on any Minister of the Crown, public body, statutory undertaker or person holding public office, to have regard to the purpose of conserving and enhancing the natural beauty of the AONB in exercising or performing any functions in relation to or affecting land in the area.

## **ROLE OF THE BOARD**

- 11 The Board is both an executive body, acting as a catalyst and facilitator preparing and leading the implementation of the AONB management plan on behalf of its constituent bodies and other organisations and an advisory body particularly with regard to policies and the allocation of resources in relation to the protection and enhancement of the AONB. The constituent bodies are those bodies listed in paragraphs 21a and 21b and any others appointed under paragraph 22. These bodies shall be referred to in the Constitution as “the Constituent Bodies”. The Board prepares the AONB management plan, for adoption by the local authorities, and leads and oversees its implementation. The Board also plays a significant part in developing an image and sense of identity for the AONB and developing and supporting initiatives for conservation within it.
- 12 The Board will recognise the following principles:
  - (a) the long term protection of the AONB can only occur if those who live and work in or close to it recognise its values and support efforts to conserve them
  - (b) public and political support depends on identifiable achievements leading to a recognition that the Board and the activities which it generates add value to the conservation of natural beauty in the area

- (c) the resources it can deploy directly itself will be relatively limited, but can if well directed, be of great value in raising awareness, catalysing action by others and attracting support from sponsors.
- 13 The Board will not attempt to control the work of the Constituent Bodies within their own areas of responsibility.

### **1.1 TERMS OF REFERENCE**

- 14 The terms of reference of the Board will be as follows:
- (a) to prepare the AONB management plan for adoption by the Constituent Bodies and to lead implementation on their behalf, and in particular, to develop practical measures to:
    - (i) protect, conserve and enhance the natural beauty of AONB;
    - (ii) promote the unique identity of the AONB recognising and respecting the individual landscape character and habitats of local areas in the implementation of planning and management policies;
    - (iii) encourage, where appropriate, quiet enjoyment of the AONB;
    - (iv) ensure that development is soundly based on principles of sustainability and is appropriate to the character of the AONB;
  - (b) to promote the objectives of the designation of the AONB and to act as a forum for the discussion of major issues affecting the character of the AONB;
  - (c) to encourage the Constituent Bodies to adopt policies which help achieve the objectives of the AONB management plan;
  - (d) to advise and inform the local authorities amongst the Constituent Bodies of the activities of the Board in order to raise the profile of the AONB locally and to support national efforts to enhance the status of Areas of Outstanding Natural Beauty;
  - (e) to provide a source of expertise and information on the AONB, its conservation and enhancement;
  - (f) to seek to secure sufficient funding to meet its overall aims and objectives for effective management of the AONB, and to manage its own devolved budget.
- 15 Any changes in its terms of reference shall be considered formally by the Board and agreed by all of the local authorities amongst the Constituent Bodies.

- 16 The Board shall be entitled to set up, and decide on the terms of reference, of any panels or working groups it considers necessary or appropriate for the performance of its functions.
- 17 The Board may recommend and approve the appointment of such staff as it considers appropriate to carry out its work, the funding of such posts to be agreed by those members described in paragraph 21a.
- 18 The Board will produce an annual report of its activities to be distributed to all members and other interested parties. The annual report will be reported to the Surrey Hills Partnership which is more particularly referred to in paragraphs 42, 43, 44, 45 and 46.

## **PRESIDENT AND PATRONS**

- 19 Distinguished local people with an interest in the Surrey Hills may be invited to be president or patrons of the Surrey Hills AONB, to lend their names and support to high profile campaigns, including fund raising campaigns.

## **MEMBERSHIP**

- 20 The strength of the Board will be in the knowledge, expertise and commitment of its membership. All members should be willing and able to contribute to the aims of the Board by virtue of either financial resources, influence, expertise or commitment of time.
- 21 The membership will be divided into the following two categories:
  - a) the principal funding partners (“the Core Members”) which will comprise:
    - (i) Natural England
    - (ii) Guildford Borough Council
    - (iii) Mole Valley District Council
    - (iv) Reigate & Banstead Borough Council
    - (v) Surrey County Council
    - (vi) Tandridge District Council
    - (vii) The National Trust
    - (viii) Waverley Borough Council
  - b) the non funding partners (“the Advisory Members”) who will not have voting rights on financial matters and who will be other government and voluntary organisations who have a significant role in the area covered by the AONB. They will comprise:
    - (i) up to four advisory members of the Surrey Hills Partnership who in the opinion of the Board are likely to be able and willing to make a contribution (not including representatives of parish and town councils)
    - (ii) two representatives of parish and town councils.

- 22 The Board may also appoint, or co-opt for specific issues, other organisations or individuals who it considers to have relevant experience, and who it believes can make a significant contribution to the general aims of the Board. Unless these new members contribute to core funding, they will be Advisory Members.
- 23 The Board will invite four advisory members of the Surrey Hills Partnership, as referred to in 21b(i) above and paragraph 45 below, to be advisory members of the Board. The Surrey Association of Parish and Town Councils will nominate two representatives of parish and town councils. The Core Members will be entitled to nominate one representative each. All members of the Board will also be members of the Surrey Hills Partnership.
- 24 All of the Core Members and the Advisory Members will decide on the period of office of their representative(s) on the Board and shall so notify the secretariat who is described in paragraph 35.
- 25 Representatives of local authorities amongst the Core Members must be elected members of that authority.
- 26 Representatives of the Advisory Members must be a bona-fide member of that organisation.
- 27 All of the Core Members will endeavour to ensure their organisation is represented at all meetings of the Board.
- 28 a) The Members of the Board will be expected to:
- (i) support the aims and priorities of the Board
  - (ii) participate fully in planning and operations
  - (iii) harmonise the policies and plans of their own organisation which relate to the management plan (when adopted) of the AONB.
  - (iv) send appropriate senior representatives, or, in the case of local authorities, elected members, properly briefed, to meetings
  - (v) disseminate and advocate the agreed policies of the Board as appropriate within their own organisation.
- b) The Core Members of the Board also will be expected to make an appropriate financial contribution as stated in paragraphs 57 and 561.

## **CHAIRMAN AND VICE CHAIRMAN OF THE BOARD**

- 29 The Chairman of the Board and the Vice Chairman will be elected annually by the Board. The Chairman will play an active role in advocating and promoting the AONB, in leading the Board and ensuring its accountability.

- 30 In the event of neither the Chairman nor the Vice Chairman being present at a meeting of the Board a representative of one of the Core Members present shall be elected to chair the meeting.

## **2 NUMBER AND FREQUENCY OF MEETINGS**

- 31 The Board will normally meet four times a year.
- 32 Special or extraordinary meetings may be arranged by the secretariat which is described in paragraph 35 following consultation with the Chairman.
- 33 Annual forums may be held to which any interested organisation or individual will be invited to enable the Board to engage in dialogue with them, and to publicise the achievements made and projects planned.
- 34 The Board may also make arrangements for seminars, tours and site visits on issues and projects relevant to its work as it considers appropriate.
- 35 The secretariat for the Board and for the Surrey Hills Partnership shall be provided by the AONB staff.

### **DECISION MAKING**

- 36 Wherever possible, decisions made at the Board will be by means of consensus. In the event of a vote being necessary, voting will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. The Chairman will not normally vote but in the event of the voting being equal, the Chairman of the Board will have a casting vote. In the event of the Chairman choosing not to exercise the casting vote, the proposal in question will fail. Only the core members will be entitled to vote on matters having a financial implication to the Board and the core members will decide those matters having a financial implication.
- 37 The quorum of the Board will be 50% of the organisations which make up the Core Members.
- 38 Only Local Authority members may vote on matters which are Local Authority statutory functions. For the avoidance of doubt, other bodies' representatives may advise upon such issues.

### **BUSINESS TO BE DEALT WITH AT MEETINGS**

- 39 Agenda for meetings of the Board setting out the business to be dealt with will normally be despatched to members seven working days in advance of the meeting.

- 40 The Chairman's agreement will be sought prior to dealing with any urgent items of business or any other business not listed on the agenda for meetings of the Board.
- 41 Meetings of the Board shall be conducted in accordance with the standing orders of Surrey County Council, unless or until the Board decides otherwise.

### **3 SURREY HILLS PARTNERSHIP**

- 42 The Surrey Hills Partnership (the Partnership) will provide advice and scrutinise the work of the Surrey Hills Board. The membership of the Partnership will comprise:

#### Core Members

- (i) Natural England (1 member)
- (ii) Guildford Borough Council (2 members)
- (iii) Mole Valley District Council (2 members)
- (iv) Reigate and Banstead Borough Council (2 members)
- (v) Surrey County Council (4 members)
- (vi) Tandridge District Council (2 members)
- (vii) The National Trust (1 member)
- (viii) Waverley Borough Council (2 members)

#### Advisory Members

- (i) representatives from government and voluntary organisations
- (ii) parish and town councils (4 members).

- 43 Members of the Surrey Hills Board will be included in the numbers of members of the Surrey Hills Partnership set out in paragraph 42 above.
- 44 There will be two meetings a year of the Partnership. One of these meetings will include a tour to view and discuss current issues and projects in the AONB.
- 45 The Board will determine the numbers of representatives of government and voluntary organisations and which organisations should be invited to be represented on the Partnership. The Surrey County Association of Parish and Town Councils will nominate four representatives of parish and town councils.
- 46 The Chairman of the Partnership will be drawn from the local authorities amongst the Core Members. The chairmanship will rotate in alphabetic order of the authorities. The chairman may continue in office for up to three years.

### **OFFICERS' WORKING GROUP**

- 47 An Officers' Working Group comprising officers of the Core Members will provide the Board with professional advice in relation to its terms of reference, work and activities; the cost of providing such advice will be borne by the organisations represented on the Working Group.

- 48 The chairman of the Working Group will normally be an officer from the local authority which holds the chairmanship of the Partnership.
- 49 The Working Group will normally meet as and when necessary as determined by the Surrey Hills Director and the chairman of the Working Group. The secretariat for the Working Group will be provided by the AONB staff.
- 50 The Working Group may set up and decide on the terms of reference of any task groups to provide advice or implement specific elements of the AONB management plan.
- 51 The Working Group may also seek the advice of other organisations or individuals on specific aspects of the Board's work as considered appropriate.
- 52 The primary functions of the Working Group will be to:
  - (a) steer the preparation of the management plan
  - (b) provide technical advice to the Surrey Hills Director and the Board
  - (c) develop policy recommendations to the Board
  - (d) promote liaison on technical issues between members of the Board
  - (e) identify management issues of importance in the AONB
  - (f) determine information needs for management of the AONB including the need for research
  - (g) advise the Board on the need for resources to implement the management plan
  - (h) co-ordinate and guide the work of task groups where set up
  - (i) co-ordinate the work of members in implementing the management plan.

## **THE AONB STAFF**

- 53 The Board will recommend and approve the appointment of an officer for the AONB ("the Surrey Hills Director") subject to funding availability. The Chairman of the Board and the representative of Natural England will be members of the appointment panel. The Board may also recommend the appointment of other staff ("the Surrey Hills Unit") as part of a planned programme of work and to undertake specific functions determined by the Board. The Board should ensure a current business plan defines the duties and tasks of the Surrey Hills Director and any associated staff. From time to time, secondments will be sought from member organisations in order to undertake a defined task, or role, for a specific period of time.
- 54 The Surrey Hills Director and any associated staff will be employed by Surrey County Council.
- 55 When necessary, in the interests of expediency, the Surrey Hills Director may take action on behalf of the Board, after seeking prior approval of the Chairman, provided such action is consistent with this constitution and is reported to the next meeting of the Board.



## FINANCE

- 56 The funding requirement of the Board will form part of a three year rolling business plan. The plan will be reviewed and submitted for approval to the Board on an annual basis.
- 57 The contributions to 'core' costs will be made primarily by the Core Members. Other organisations may be willing from time to time to provide funding or assistance in kind. The memorandum of agreement will refer to the current funding formula.
- 58 The account of the Board will be administered by Surrey County Council and will be operated under the County Council's financial regulations.
- 59 A budget will be prepared each year by the Surrey Hills Director and presented to the Board for approval.
- 60 The budget will make sufficient provision to cover:
- (a) staffing costs of the Surrey Hills Director and any other staff employed, (such costs to include salaries, travel and subsistence, training and recruitment);
  - (b) office accommodation and associated expenses;
  - (c) costs associated with publicising and promoting the work of the Board;
  - (d) the costs of any other projects and activities to be undertaken during the year for which the Board's approval has been given.
- 61 The minimum contribution sought from the Constituent Bodies will be based on the previous financial year, updated to take account of the current rate of inflation. Additional income to undertake specific projects will be sought through grant, sponsorship, lottery funding or other sources.
- 62 Any underspend remaining in the Board's account at the end of a financial year shall be carried forward into the next financial year.
- 63 The Surrey Hills Director shall, within the budget limits agreed in advance and in accordance with the County Council's financial regulations or any conditions imposed by grant-giving bodies, be authorised to approve expenditure within the Board's terms of reference, and to apply for grants, sponsorship, lottery funding or any other source of income. Continuing efforts will be made by all members of the Board to identify and secure funding from a wide range of sources.
- 64 The Surrey Hills Director will prepare an annual statement of accounts for the previous financial year, for the Board's approval. The Surrey Hills Director will also be responsible for providing financial information in response to any

reasonable request from any of the Constituent Bodies making a financial contribution.

## **MEMORANDUM OF AGREEMENT**

- 65 In order to secure continuity and stability to the arrangements the Core Members will subscribe to a memorandum of agreement with Natural England which will commit them to support over a six year period.

## **REVIEW**

- 66 The funding arrangements and the constitution for the Surrey Hills Board will be reviewed every six years at the time the memorandum of agreement is reviewed.

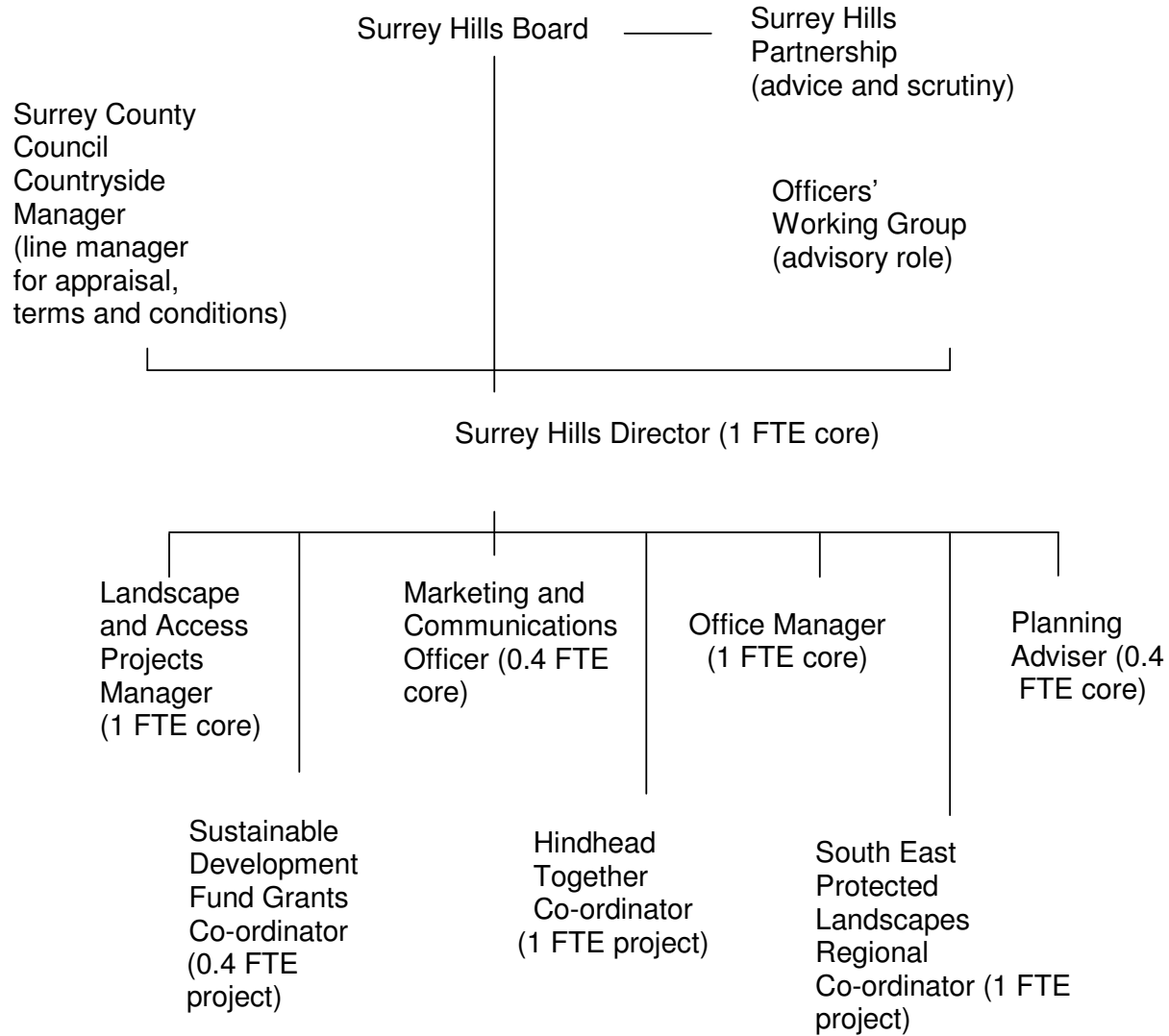
January 2008

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## SCHEDULE 2

### PART 1 - STAFF UNIT STRUCTURE

#### SURREY HILLS AONB UNIT ORGANISATIONAL CHART



### PART 2 - STAFF UNIT CORE FUNCTIONS

#### 1. MANAGEMENT PLAN

- 1.1 Developing reviewing, preparing and publishing the AONB vision and the CRoW Act AONB Management Plan
- 1.2 Promoting the AONB vision and management plan to help distinguish the AONB from adjacent countryside

- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing resources for management activities
- 1.5 Developing an involvement by the community in the management of the AONB
- 1.6 Providing a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB Partnership and other partners at a local and strategic level
- 1.7 problem solving with the unit acting as co-ordinator and facilitators

## **2. ADVISORY / ADVOCACY**

- 2.1 Advising Local Authorities and other partners on their activities within AONBs, to encourage them to attain the highest possible standards in AONBs
- 2.2 Working with and contributing to the NAAONB activities, sharing advice and best practice nationally and regionally.
- 2.3 Providing landscape related planning advice (to local planning authorities and in conjunction with Natural England as appropriate in line with, and underpinned by protocols)
- 2.4 Financial support for NAAONB
- 2.5 Contribution and support to regional activity between AONBs and protected landscapes to strengthen status of the AONBs individually and collectively.

## **3. MONITORING**

- 3.1 To monitor and report on progress against AONB Management Plans and annual business plans to the Partnership.
  - 3.2 To provide monitoring and reporting information to Natural England in accordance with issued guidance.
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**SCHEDULE 3**  
**NON-FUNDING PARTNERS**

The role of non-funding partners is detailed within the Constitution  
(Schedule1, Clauses 21b-26)

**SCHEDULE 4**

**Advice on Natural England funding to AONBs through a single pot arrangement: for 2009/10 and 2010/2011 under 3 year funding arrangement**

**Background**

The National Agreement between Natural England and the National Association for AONBs (NAAONB) sets out the basis for a new funding arrangement between Natural England and AONB Partnerships and Conservation Boards.

The agreement recognises that increased security and flexibility of funding for AONB Partnerships and Conservation Boards should deliver improved outcomes for the natural environment, including people's enjoyment and understanding. Natural England has therefore moved to a three year funding agreement for AONBs, provided through a single pot approach. This new single pot approach comes into effect for 2009/10 and is designed to complement medium term planning and budgeting .

To help with the implementation of management plans, AONBs can bid for other elements of Natural England funding or become involved in piloting projects. This will not count as an opportunity cost against the unit for single pot funding.

**Purpose of the Single Pot**

The single pot gives AONBs the flexibility to use their funding from Natural England to best effect, to meet local circumstances. It brings together the three strands of Natural England's funding:

- core functions
- projects
- the Sustainable Development Fund

into one funding stream. Natural England will no longer predetermine how much each AONB partnership or Conservation Board can receive for each strand. It will not predetermine fixed rates / percentage terms for different strands, nor ceilings or thresholds. A single pot "contribution" rather than a "grant" may provide additional flexibility when seeking external funding.

Instead, AONB partnerships and Conservation Boards will need to decide how they wish to allocate the funding contribution they receive from Natural England across these three

strands, and at what percentage. Natural England will expect AONBs to address core functions, project work and SDF activity, making best use of all available funding sources in producing a programme of work. Guidance on how to do this is set out below:

## **1. Core Functions**

It is hoped and expected that Local Authority partner contributions to all Core Functions continue at a minimum of 25%, or at least at the same levels that have previously been invested<sup>2</sup>. If Local Authority partners contribute more than 25% or then the “surplus” Natural England money may be used for other AONB work. Similarly non local authority partners may be able to contribute. If external funding can be used to support core functions then this could also release money for other activity.

Core Functions are critical to the successful operation of AONB partnerships and Conservation Boards. Within core functions it is to be expected that staffing and associated overheads merit particular protection. The flexible single pot affords such protection particularly at times of financial constraints and allows Local Authority contributions to be safeguarded .

There may be core function items which merit special funding arrangements. In such circumstances, Natural England funding could be applied to these core functions at 100%.

## **2. Project Funding**

AONB partnerships are free to determine how they use resources to deliver projects. If 100% AONB project funding is the only way to achieve the desired outcome, this is for the partnerships and Conservation Boards to decide in developing their programme.

Natural England believes that delivery of AONB Management Plan objectives is generally greater and more sustainable if undertaken in partnership, particularly for large scale or landscape scale projects. It therefore encourages AONB partnerships and Conservation Boards to use their project funding to help lever in additional resources.

The ability and willingness of partners to contribute to projects will be variable from partner to partner and from year to year. It is recognised staffing costs can be met by project funding.

## **3. Sustainable Development Fund (SDF)**

The SDF was established as a Ministerial initiative and has political support. Natural England believes the previous success of SDF will ensure its continuation in a meaningful way without the need to impose minimum levels of spending, which would go against the ethos of an interdependent and trusting relationship with AONB partnerships.

Individual SDF initiatives will be identified as part of an AONB's programme of work. SDF will remain as a visible funding stream in the AONB family and should continue to be recorded and good practice registered to inform Defra and key partners. Natural England will closely monitor the balance of funding for the next two years and report back to Defra annually.

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<sup>2</sup> This guidance is written primarily with AONB partnerships in mind. We recognise that Conservation Boards will retain their own separate systems such as direct local agreement with Natural England, advance payment and payment of core costs up to 80% to cover additional costs incurred by VAT.

There are opportunities to use SDF to add value by encouraging greater uptake of innovative, often community-based, projects. The SDF programme has associated guidance which steers the kinds of projects to be developed. This guidance will be reviewed for 09/10, to place greater emphasis on encouraging innovation and risk-taking, as well as meeting AONB Management Plan objectives. This risk and innovation elements help clarify the distinction between SDF and other funding streams. Innovative SDF projects should be assessed from local, regional and national perspectives.

Where LEADER funding is available, the potential for match funding with SDF should be examined. LEADER and SDF programmes should be mutually supportive.

### **Operation of the Single Pot**

Natural England will inform AONB Partnerships and Conservation Boards of their annual individual settlement.

AONB Partnerships and Conservation Boards will then propose how they wish allocate funds, by application form (and associated Business Plans / Management Plan delivery) between the three broad but nominal strands of core, project and SDF funding programme. Subject to agreement, Natural England will then provide its funding as a single amount through a contribution letter.

Mid year changes in the budget and programme are to be expected. Providing these are approved by the Partnerships and Conservation Boards, or are insignificant, there is no need for additional formal approval, in year, by Natural England.

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## **ANNEX 1**

### **NATIONAL AGREEMENT BETWEEN NE AND THE NATIONAL ASSOCIATION FOR AONBS**

#### **WORKING TOGETHER FOR AREAS OF OUTSTANDING NATURAL BEAUTY (AONBs)**

##### **A NATIONAL AGREEMENT BETWEEN NATURAL ENGLAND AND THE NATIONAL ASSOCIATION FOR AONBs**

*15% of England is designated as Areas of Outstanding Natural Beauty (AONBs). The purpose of designation is to conserve and enhance the natural beauty of the area. Of equivalent status to National Parks for their outstanding landscape qualities, AONBs bring great benefits to the nation, from conserving and enhancing the landscape and biodiversity and providing opportunities for public enjoyment, to supporting the rural economy and delivering environmental goods and services.*

*36 separate AONBs have been designated, each with their own governance and management structures, tailored to local circumstances. The majority of AONBs are managed as AONB Partnerships within a local government context. Two (Chilterns and*

*Cotswolds) are managed through Conservation Boards established as independent organisations. The Boards have two purposes: to conserve and enhance the natural beauty of the area, and to increase the understanding and enjoyment of the AONB. They also have a duty to seek to foster the economic and social well-being of the local communities within the AONB. There are a few other variations in AONB governance and purposes.<sup>3</sup>*

*Natural England is a key player and principal funder of AONB Partnerships and Conservation Boards in England. The National Association for AONBs (NAAONB) is an independent organisation that represents the interests of the AONBs. Both organisations are committed to working in partnership with organisations representing the national and international family of IUCN Category V protected landscapes.*

*This agreement confirms the commitment of Natural England and the NAAONB to support the vital work of AONB Partnerships and Conservation Boards. It sets out a vision of greater independence, security and clarity of delivery priorities.. It represents a new stage in the relationship between Natural England, the NAAONB and AONB Partnerships and Conservation Boards.*

## **Purpose of this Agreement**

This agreement:

- presents a shared vision for and commitment to AONB management;
- outlines the contributions of Natural England and the NAAONB to achieve this vision; and
- establishes the basis for locally determined individual Local AONB Memoranda of Understanding.

## **A shared vision**

Natural England and the NAAONB are striving to achieve:

- Greater clarity about, and collaboration in, the achievement of shared objectives
- More independence and autonomy for AONB Partnerships and Conservation Boards (see Annex 1)
- Increased security and flexibility of funding
- Greater support for AONBs from others, particularly government agencies and public authorities at all levels
- A better evidence base for future planning, monitoring, reporting, and funding
- Appropriate governance arrangements
- Influential and deliverable Management Plans and Business Plans
- Innovation and the sharing of knowledge and experience, between AONBs and also between countries
- Greater effectiveness and transparency in delivering outcomes
- A Natural England Protected Landscapes Policy Position which reflects a vision for AONBs

## **Shared beliefs for joint working and governance**

Natural England and the NAAONB believe:

- The relationship between Natural England and AONB Partnerships and Conservation Boards should be one of interdependency, based on trust (see Annex 1)

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<sup>3</sup> For example, the South Downs Joint Committee also has in its objectives

1. Raising awareness and promoting quiet informal enjoyment and
2. Promoting sustainable forms of economic and social development



- AONB Partnerships and Conservation Boards should be strongly supported by partners and relevant authorities.<sup>4</sup>
- Security of funding and flexibility of funding for AONBs will deliver better outcomes.
- We should maximise the synergies between Natural England's Strategic Objectives and the outcomes of AONB Management Plans
- We need a "can do" culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.
- Monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base<sup>5</sup>,
- Natural England should move to a more strategic, hands off management approach based upon outcomes
- There is a need for diversity and flexibility at the local level, as each AONB's circumstances and development needs vary.
- The statutory requirement to produce AONB Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.

We will strive to develop and reflect these principles through our day to day working relationships.

### **What Natural England will do**

Natural England has statutory powers and duties to :

- Provide funding
- Comment on AONB Management Plans
- Act as statutory advisor to Government on monitoring performance/outcomes in AONBs
- Oversee the Duty of Regard to AONB purposes (S85 CRoW Act)
- Provide policy advice on planning matters in AONBs
- Recommend new AONB designations and make recommendations for amendments to existing boundaries

In this context Natural England will:

- Advocate the value of AONBs and their governance structures nationally, regionally and locally to stakeholders
- Provide annual grant funding within a 3 year financial agreement, with the aspiration of developing this into a 3 year rolling programme of funding
- Adopt a single pot funding approach
- Input positively and promptly to AONB Management Plans to maximise their effectiveness
- Provide support and advice to DEFRA on the appointment of Secretary of State appointees to Conservation Boards
- Undertake performance monitoring of AONBs, using objective indicators of success developed jointly with AONB Partnerships and Conservation Boards and the NAAONB.

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<sup>4</sup> As defined by S85 of CRoW Act - relevant authority includes government departments, Natural England included, and public sector as well as statutory undertakers

<sup>5</sup> This will be established by a joint working group

- Work with AONB Partnerships and Conservation Boards to develop their evidence base, noting the broad interpretation in statutory guidance of “natural environment” (see Annex 2 for definition of terms) and improve Natural England systems to help with sharing knowledge.
- Capture good practice through case studies and annual reports to promote successful outcomes and shared objectives
- Provide expert advice on the development of AONB Management Plans and business plans
- Work with AONB Partnerships and Conservation Boards as key delivery partners across Natural England’s remit; from Environmental Stewardship, to protected sites and species, to National Trails.

Natural England will develop and agree individual Memoranda of Understanding , with local authorities and other funding partners, and with Conservation Boards, to support the implementation of this national agreement at a local level. These will replace previous Memoranda of Agreement. A template for these agreements, based on this framework, will be produced although it is anticipated that they will be tailored to local circumstances.

### **What the NAAONB will do**

The NAAONB represents the interests of AONBs in England, Wales and Northern Ireland and is an independent body.

The NAAONB will:

- Advocate the case for AONBs nationally to Government and relevant authorities and agencies
- Work with government departments and agencies to strengthen public policy and practice in pursuit of AONB purposes
- Actively encourage innovation amongst AONBs and the collation and sharing of best practice
- Provide technical information and expertise on all matters relating to AONBs
- Encourage AONB delivery of shared objectives
- Seek, and share, experience and expertise from overseas from other IUCN Category V protected landscapes

### **Monitoring and review**

This agreement will be monitored and reviewed in the light of an evolving and developing relationship.

Signed

On behalf of the National Association for AONBs

Signed

On behalf of Natural England

## Annex 1: Defining an interdependent relationship

We envisage the following being characteristic of an interdependent relationship.

NAAONB and Natural England:

- accept we are still in the development stage with our aspirations
- believe that 3 year funding arrangements and security of funding is a clear manifestation of an interdependent relationship
- recognise the flexibility of funding offered by a single pot contribution is helpful in taking forwards the relationship by developing a balanced work programme
- agree that AONB Partnerships and Conservation Boards more independent of Natural England are a sign of success – and that these might involve more autonomy of management and self reliance
- recognise that diversity of partnership requires diversity of approach
- recognise that development needs within each AONB will be variable; some partnerships may need greater support from Natural England; others need a far lighter touch but possibly high impact when required,
- recognise that Natural England inputs are more strategic and less concerned with detailed process
- recognise speed of travel is variable and there is variable success but success will be supported and rewarded
- see the AONB Management Plan as a key foundation in the relationship, whatever the status and the success of the AONB and its governance structure
- look towards agreed indicators of success and monitored outcomes as a way of measuring performance objectively<sup>6</sup>

*All this could be achieved by active and self-sustaining governance structures to which Natural England contributes and trusts to deliver their objectives via the AONB Management Plan.*

## Annex 2 Explanation of terms from the Natural Environment and Rural Communities Act 2006 (the NERC Act)

*Subsection (1) of the NERC Act*. The terms “**natural environment**” and “benefit” are not defined but are meant to be broad and encompassing, going wider than the specific purposes listed in subsection (2), so that the natural environment could be found in towns in open spaces as well as in the countryside.

Subsection (2)(a) provides that the **general purpose** includes promoting nature conservation and protecting biodiversity.

“**Nature conservation**” is defined in section 30 as the conservation of flora, fauna or geological or physiographical features.

Subsection (2)(b) sets out a purpose of conserving and enhancing the landscape. This includes, but goes wider than, conserving the **natural beauty of the landscape**. It could for example cover conserving field boundaries (such as hedgerows and dry stone walls), and monuments, buildings and sub-surface archaeological features which contribute

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to the landscape. Natural England will be able to conserve and enhance the English landscape for aesthetic, cultural and historic purposes as well as those carried out for the purposes of habitat protection.

Subsection (2)(c) and (d) provides that Natural England's **general purpose** includes securing the provision and improvement of facilities for the study, understanding and enjoyment of the natural environment, as well as encouraging open-air recreation and promoting access to the countryside and open spaces. These purposes are similar to the purposes of the former Countryside Agency and the former English Nature under the National Parks and Access to the Countryside Act 1949 ("the 1949 Act"), the Countryside Act 1968 ("the 1968 Act") and the Wildlife and Countryside Act 1981 ("the 1981 Act").

Subsection (2)(e) provides that Natural England's general purpose includes contributing to social and economic well-being through management of the natural environment.