

To: All Members of the EXECUTIVE

When calling please ask for:

Louise Fleming, Democratic Services &  
Business Support Team Manager

**Legal and Democratic Services**

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Date: 21 October 2022

**Membership of the Executive**

Cllr Paul Follows (Chairman)  
Cllr Peter Clark (Vice Chairman)  
Cllr Andy MacLeod  
Cllr Penny Marriott  
Cllr Mark Merryweather

Cllr Kika Mirylees  
Cllr Nick Palmer  
Cllr Paul Rivers  
Cllr Liz Townsend  
Cllr Steve Williams

Dear Councillors

A meeting of the EXECUTIVE will be held as follows:

DATE: TUESDAY, 1 NOVEMBER 2022

TIME: 6.00 PM

PLACE: COUNCIL CHAMBER, COUNCIL OFFICES, THE BURYS,  
GODALMING

The Agenda for the Meeting is set out below.

Yours sincerely

STEPHEN RIX

Executive Head of Legal & Democratic Services (Interim) & Monitoring Officer

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The meeting can be viewed remotely via Waverley Borough Council's [YouTube channel](#) or by visiting [www.waverley.gov.uk/webcast](http://www.waverley.gov.uk/webcast) .

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## **NOTES FOR MEMBERS**

Contact Officers are shown at the end of each report and members are welcome to raise questions, make observations etc. in advance of the meeting with the appropriate officer.

**Prior to the commencement of the meeting, the Leader, Deputy Leader or an appropriate Portfolio Holder to respond to any informal questions from members of the public, for a maximum of 15 minutes.**

*[Questions will be taken in the order in which questioners register with the Democratic Services Officer prior to the start of question time. When read out, each question must be concluded within 2 minutes. In the event that it is not possible to give a verbal response, a written response will be provided following the meeting.]*

## **AGENDA**

1. **APOLOGIES FOR ABSENCE**

To receive apologies for absence.

2. **MINUTES**

To confirm the Minutes of the Meeting held on 4 October 2022.

3. **DECLARATIONS OF INTERESTS**

To receive from members, declarations of interest in relation to any items included on the agenda for this meeting, in accordance with the Waverley Code of Local Government Conduct.

4. **QUESTIONS FROM MEMBERS OF THE PUBLIC**

The Chairman to respond to any questions received from members of the public for which notice has been given in accordance with Procedure Rule 10.

The deadline for receipt of questions is 5pm on Tuesday 25 October 2022.

5. **QUESTIONS FROM MEMBERS OF THE COUNCIL**

The Chairman to respond to any questions received from Members in accordance with Procedure Rule 11.

The deadline for receipt of questions is 5pm on Tuesday 25 October 2022.

6. LEADER'S AND PORTFOLIO HOLDERS' UPDATES

7. FREEHOLD ENFRANCHISEMENT PURCHASE OF 1-32 WYATTS CLOSE  
GODALMING AND SURROUNDING LAND GU7 (Pages 7 - 54)

[Portfolio Holder: Councillor Paul Rivers, Councillor Mark Merryweather]

To inform Members of the approach by National Corp Limited to sell the freehold of Wyatts Close Godalming to Waverley Borough Council (the Council).

The Council currently holds 1 to 32 Wyatts Close on a long leasehold within the housing revenue account. National Corp Limited are looking to divest the properties. Following negotiation an agreed sum has been reached to buy the properties and the wider site.

This report seeks to inform Members of the reason why acquisition is deemed appropriate and asks for authority to proceed with the purchase.

### **Recommendation**

The February 2022 Council approved that the Executive has delegated authority for the financial year 2022/23 to bid, negotiate and complete on property acquisitions and investments with a total individual cost of up to £10m.

It is recommended:

2.1.that the Executive use their delegated authority to approve the purchase of the unencumbered freehold interest of 1 to 32 Wyatts Close and wider site for the total costs of £1,236,000 to be funded from the Housing Revenue Account.

2.2.that the Executive receive the background documents to the enfranchisement:

- Opinion Letter from Bishop & Sewell LLP dated 28 September 2022 [Annexe One]
- Valuation Report from Perry Hill dated 19 October 2022 [Annexe Two]
- Settlement Agreement dated 28 September 2022 [Annexe Three]
- Draft Agreement for Sale National Corp Limited (1) and Waverley Borough Council (2) [Annexe Four]
- Transfer of Part (TP1) SY788504 £1,015,000 (freehold to houses at 1-32 Wyatts Close) [Annexe Five]
- Transfer of Part (TP1) SY788504 £10,000 (roadways, verges and remainder of site) [Annexe Six]

2.3.and upon having considered matters in light of advice received from its advisors the Executive approves to:

- i.ratify the settlement agreement entered into between National Corp Limited and the Council on 28 September 2022, and
- ii.approve the budget virements schedule as at Annexe Seven

2.4. The Executive approve:

- iii. the purchase of additional land;
- iv. to exchange and complete the statutory contract for the purchase of the freehold to the houses in accordance with the provisions of the Leasehold Reform Act 1967; and
- v. to authorise the Interim Executive Head of Legal and Democratic Services to enter into any documentation required to effect the transaction.

Both steps being simultaneous as set out in the draft Settlement Agreement.

8. BIODIVERSITY POLICY AND ACTION PLAN (Pages 55 - 148)  
[Portfolio Holder: Councillor Kika Mirylees]

To inform the Executive committee that following feedback and comment from the Services Overview & Scrutiny Committee the Biodiversity Policy and Action Plan has been further revised.

The Biodiversity Policy and Action Plan is now ready to be adopted by the council.

**Recommendation**

That the Executive committee adopts the Biodiversity Policy and Action Plan as council policy.

9. EXCLUSION OF PRESS AND PUBLIC

To consider the following recommendation on the motion of the Chairman:-

Recommendation

That, pursuant to Procedure Rule 20, and in accordance with Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during consideration of the following item(s) on the grounds that it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during these items, there would be disclosure to them of exempt information (as defined by Section 100I of the Act) of the description specified at the meeting in the revised Part 1 of Schedule 12A to the Local Government Act 1972.

10. ANY OTHER ISSUES TO BE CONSIDERED IN EXEMPT SESSION

***To consider matters (if any) relating to aspects of any reports on this agenda which, it is felt, may need to be considered in Exempt session.***

**For further information or assistance, please telephone  
Louise Fleming, Democratic Services & Business Support Team  
Manager, on 01483 523517 or by email at  
louise.fleming@waverley.gov.uk**

## WAVERLEY BOROUGH COUNCIL

### EXECUTIVE

1 NOVEMBER 2022

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**Title:**

**FREEHOLD ENFRANCHISEMENT PURCHASE OF 1 to 32 WYATTS CLOSE  
GODALMING AND SURROUNDING LAND GU7**

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**Portfolio Holder:** Councillor Rivers, Co-Portfolio Holder for Housing (Delivery)  
Councillor Mark Merryweather, Portfolio Holder for Finance, Assets  
and Commercial Services

**Head of Service:** Andrew Smith, Executive Head of Housing

**Key decision:** Yes

**Access:** Public

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### **1. Purpose and summary**

- 1.1. To inform Members of the approach by National Corp Limited to sell the freehold of Wyatts Close Godalming to Waverley Borough Council (the Council).
- 1.2. The Council currently holds 1 to 32 Wyatts Close on a long leasehold within the housing revenue account. National Corp Limited are looking to divest the properties. Following negotiation an agreed sum has been reached to buy the properties and the wider site.
- 1.3. This report seeks to inform Members of the reason why acquisition is deemed appropriate and asks for authority to proceed with the purchase.
- 1.4. Given a linked application for Leasehold Enfranchisement through the Court and a settlement agreement dated the 28 September, if the Council wishes to purchase the site, exchange of contracts **must** take place by no later than 7 November 2022. Following exchange of contracts, completion must take place within one month of this date.

### **2. Recommendation**

The February 2022 Council approved that the Executive has delegated authority for the financial year 2022/23 to bid, negotiate and complete on property acquisitions and investments with a total individual cost of up to £10m.

It is recommended:

2.1 that the Executive use their delegated authority to approve the purchase of the unencumbered freehold interest of 1 to 32 Wyatts Close and wider site for the total costs of £1,236,000 to be funded from the Housing Revenue Account.

2.2 that the Executive receive the background documents to the enfranchisement:

- Opinion Letter from Bishop & Sewell LLP dated 28 September 2022 [Annexe One]
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- Transfer of Part (TP1) SY788504 £10,000 (roadways, verges and remainder of site) [Annexe Six]

2.3 and upon having considered matters in light of advice received from its advisors the Executive approves to:

- i ratify the settlement agreement entered into between National Corp Limited and the Council on 28 September 2022, and
- ii approve the budget virements schedule as at Annexe Seven

2.4 The Executive approve:

- iii the purchase of additional land;
- iv to exchange and complete the statutory contract for the purchase of the freehold to the houses in accordance with the provisions of the Leasehold Reform Act 1967; and
- v to authorise the Interim Executive Head of Legal and Democratic Services to enter into any documentation required to effect the transaction.

Both steps being simultaneous as set out in the draft Settlement Agreement.

### **3. Reason for the recommendation**

The Council in securing the freehold of this site will consolidate its holding in this site, to provide social housing and secure control for the future and the ability of considering it in combination with nearby holdings.

### **4. Background**

4.1. Currently the Council holds 1 to 32 Wyatts Close on a long leasehold within the Housing Revenue Account. The original lease was granted for 99 years from 24 June 1956, the unexpired term is 33 years. The Freeholder is National Corp Limited.

4.2. Under the lease the Council is responsible for the maintenance of all 32 units.

- 4.3. National Corp Limited made a written offer to sell the freehold to the Council so the Council was obliged to investigate and respond. The Property Services team were duly instructed by the Housing Service to secure the best price for the properties. To mitigate the risk of the freeholder ending the lease with the loss of 32 council homes.
- 4.4. The investigation process identified that the Council is able, as the long leaseholder, to serve notices under Section 9(1) of The Leasehold Reform Act 1967 to acquire the freeholds to the houses, on a statutory basis. This process establishes a statutory valuation framework which is more favourable to the Council than considering the pure open market value, however this only applies to the houses.
- 4.5. The Council sought independent opinion and employed specialist legal advice from Bishops & Sewell LLB (Annexe One) and specialist valuation advice from Perry Hill (Annexe Two) in order to secure the best outcome.
- 4.6. The outcome, following a negotiation process, is the reaching of an agreement for the Council to purchase the freeholds of the 32 houses and associated land and the remainder of the site, the verges and corner plots comprised in Land Registry title number SY788504 belonging to National Corp Limited for £1,025,000 for the whole unencumbered freehold title.
- 4.7. This agreement comprises both statutory and non-statutory elements, statutory being the acquisition of the houses under the Leasehold Reform Act and non-statutory the remainder of the site, which are brought together under the terms of the Settlement Agreement.
- 4.8. Annexe Two confirms the value for money of the enfranchisement. The market value of the site and homes was estimated to be £1,700,000 to £2,000,00, by the independent market valuer. Therefore a substantial saving has been secured by using the leasehold reform act legislation.

### **Statutory process**

- 4.9. Acquisition under the Leasehold Reform Act 1967 requires a statutory process to be followed. Should a settlement not be reached through negotiation, an application to the First Tier Tribunal of the Property Chamber would be made to resolve disputes over the price to be paid on any acquisition pursued on a statutory basis.
- 4.10. The matter progressed towards a hearing at tribunal listed on 28 September 2022 and in the run-up to this hearing, settlement was reached.
- 4.11. The Settlement Agreement is a contractual document entered into by the parties which sets out concisely the terms that have been reached and outlines the Council's obligations arising under it and is set out in Annexe Three.

- 4.12. Legislation sets statutory time scales that must be met in managing claims for leasehold enfranchisement, this has informed the provisions of the settlement agreement and the implications arising from it.
- 4.13. Bishops & Sewell LLP have set out the dates which the Council will need to work to if it is to proceed to successful completion under the settlement agreement should Members give approval to proceed. Exchange of contracts must take place by no later than 7 November 2022. Following exchange of contracts, completion takes place a week later. In the event the Council does not complete on that day it has up to a month to complete (although suffering a penalty of interest at 2% above bank base rate). In the event that the Council does not either exchange on time or subsequently complete within the timescales given, then the Council is deemed to have terminated the settlement agreement and withdrawn its claim for leasehold enfranchisement.
- 4.14. As part of the settlement process the purchaser pays costs including the Council's fees, which amount to £135k. This is regardless of whether the purchase completes. The amount is included in the total costs of £1,236,000.
- 4.15. It should be noted that the acquisition whilst securing ownership and control of the freehold into the future does not directly impact on the current status of any tenant on the site who would remain the tenant of the Council.

### **Property Information**

- 4.16. A planned maintenance report has been undertaken for the properties. This forecasts expenditure of £3.6m over 30 years, including inflation at 5% per annum.
- 4.17. The Housing Revenue Account Business Plan rent forecast report indicates an income of £9.3m over the same period, creating a surplus £5.7m.
- 4.18. Council homes are assessed, rated and awarded an Energy Performance Certificate. Rates range from A - very energy efficient with lower running costs to G - not energy efficient with higher running costs. The government has set a target for social housing providers to ensure homes have an EPC of C by 2030. Most of the Wyatts Close homes already have an EPC C rating although there are two with a D rating and one with an E rating.
- 4.19. There is good demand for the homes from housing applicants and downsizers. The homes are one bedroomed bungalows with good transport links and local services meeting local housing need.

## **5. Relationship to the Corporate Strategy and Service Plan**

- 5.1 The Corporate Strategy aims to maximise the availability of housing that meets the needs of local people at all income levels. The Housing Operations Service Plan also commitments to the service meeting the needs of all tenants and their



families. The enfranchisement of the freehold secures the future of the homes for current and future tenants.

## **6. Implications of decision**

### **6.1 Resource (Finance, procurement, staffing, IT)**

The total costs of £1,236,000 are made up of the cost of:

- acquisition £1,025,000
- Stamp Duty Land Tax and land registry fees totalling £76,005
- professional and statutory fees associated with negotiating the acquisition in the region of £135,000 (to be borne by the HRA regardless of whether the purchase proceeds)

A budget of £1,000,000 was approved at February 2022 Council for this project. The additional costs of £236k will need to be vired from other budgets as set out in Annexe Seven.

The ongoing maintenance and rental stream is factored into the HRA Business Plan.

### **6.2 Risk management**

The acquisition mitigates the risk of the freeholder ending the lease with the loss of 32 council homes.

The Assets and Property team ensured the project complied with Waverley's Asset Investment Strategy 2022-27.

The team sought independent legal advice and followed statutory processes.

Financial assessments were made to review value for money and maintenance liabilities against projected rental income.

If the future maintenance exceeds rent projections the Council could move tenants on and dispose of the properties at market value.

### **6.3 Legal**

The Council has the power to acquire property including either by enfranchisement or voluntary agreement for the purposes of the Housing Acts. This is an executive power.

In exercising its decision making Executive must consider their duty under the Best Value provisions. In considering this Members can place reliance on the report of Perry Hill Chartered Surveyors. Members may also consider the alternative option and the potential impacts / benefits of this in making their decision.

### **6.4 Equality, diversity and inclusion**

There are no direct equality, diversity or inclusion implications in this report as although the ownership of the site will change it has no impact on any residents or those with protected characteristics. Equality impact assessments are carried out when necessary across the council to ensure service delivery meets the requirements of the Public Sector Equality Duty under the Equality Act 2010.

## **6.5 Climate emergency declaration**

The council has committed to utilise its current assets where possible and the purchase of the freehold allows the council to invest and provide more central homes for Godalming and Farncombe residents which are close to local facilities and amenities.

## **7. Consultation and engagement**

The project was identified in 2021 and included in the budget setting process of 2022/23.

The Chair and Vice Chair of Overview and Scrutiny Resources have been informally consulted on the proposal.

## **8. Other options considered**

The Council is not required to complete this transaction. Should it let the settlement agreement lapse by not entering into contract then the opportunity under the legislation would fall away. The Council would then be prohibited from applying to exercise its rights for a period of at least 12 months.

In the event that Members did not take this opportunity the Council and tenants would remain in place under the existing terms for the remainder of the lease.

## **9. Governance journey**

There was a misunderstanding that the necessary approval was in place due to the budget being made available; and now officers have received clarifications on the correct governance route, formal Executive approval is now sought to complete the transaction.

The project has progressed at pace and exchange of contracts must be completed by 7 November or the opportunity as currently available is lost. Therefore, the Mayor's agreement has been sought and obtained to treat this as an urgent decision, which will not be subject to call in by the relevant overview and scrutiny committee pursuant to paragraph 16.3 (Call-in and Urgency) of the Overview and Scrutiny Procedure Rules, in addition under clause 15 of the Access to Information rules the Chairman of the Overview and Scrutiny Committee has been informed that this matter was not included on the Forward Plan and that it will be proceeding to the Executive. This is because the time it would take to allow any call in to be made and dealt with would clearly exceed the legal deadline of 7 November. Given this, it is considered that a delay caused by the application of the call-in process would seriously prejudice the Council's and the public's interests in this matter.

## **Annexes:**

Annexe One - Opinion Letter from Bishop & Sewell LLP dated 28 September 2022  
Annexe Two – Valuation Report from Perry Hill dated 19 October 2022 and Annexe 2.2 Valuation Calculation Sheet (larger print)  
Annexe Three - Settlement Agreement dated 28 September 2022  
Annexe Four – Draft Agreement for Sale National Corp Limited (1) and Waverley Borough Council (2)  
Annexe Five - Transfer of Part (TP1) SY788504 £1,015,000 (freehold to houses at 1-32 Wyatts Close)  
Annexe Six - Transfer of Part (TP1) SY788504 £10,000 (roadways, verges and remainder of site)  
Annexe Seven - Budget virements schedule

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## **Background Papers**

There are no background papers, as defined by Section 100D(5) of the Local Government Act 1972).

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## **CONTACT OFFICER:**

Name: Caroline Wallis  
Position: Asset Investment Manager  
Telephone: 0148 3523314  
Email: caroline.wallis@waverley.gov.uk

Agreed and signed off by:

Legal Services: 20 October 2022  
Head of Finance: 20 October 2022  
Strategic Director: 20 October 2022  
Portfolio Holder: 20 October 2022



***BY EMAIL***

Waverley Borough Council  
The Burys  
Godalming  
Surrey  
GU7 1HR

Our ref : MCC/RHW/W1830-11/MCC  
Doc Ref : 2153741300  
Date : 5 October 2022  
Email : [mchick@bishopandsewell.co.uk](mailto:mchick@bishopandsewell.co.uk)  
**Direct Line : 020 7079 2415**  
**Direct Fax : 020 7323 0498**

Dear Sirs,

**Advice: Enfranchisement, Wyatts Close, Godalming GU7**

We write further to this matter to report to you on the terms of the Settlement Agreement dated 28<sup>th</sup> September 2022 ('the Settlement Agreement') made between National Corp Limited (1) and Waverley Borough Council (2) ('Waverley'/ 'the Council').

This agreement has been reached following the claims to purchase the freeholds to the houses to 1-32 Wyatts Close in accordance with the provisions of the Leasehold Reform Act 1967 ('the Leasehold Reform Act 1967').

**1. Background**

- 1.1 As will have previously been reported to you by your Investment Management Team, this process has involved the Council as long leaseholder serving notices under the Leasehold Reform Act 1967 to acquire the freeholds to these 32 houses (currently held on a 33-year lease) on a statutory basis. This was done out of a singular long lease held by the council and resulted in valid freehold claims being established to each of the 32 units.
- 1.2 The basis of valuation under the 1967 Act is favourable and accordingly as a result of this, you obtained a significant discount against the price that had previously been offered in respect of a voluntary discussion with the freeholder National Corp concerning the freehold to this site. We understand that the original price in discussion was in excess of £3 million.
- 1.3 As part of the statutory process it became necessary to apply to the First Tier Tribunal of the Property Chamber ('the Tribunal') as this is the correct forum for resolving disputes about the price to be paid on any acquisition.

- 1.4 In the run-up to a final hearing listed for 28th September 2022, your valuer, Mike Aldous of Perry Hill Chartered Surveyors negotiated a settlement in respect of the freehold land to the houses themselves *and* also negotiated to include the remainder of the site comprised in title number SY788504 belonging to National Corp. The remaining elements of this site being the roadway, verges and corner plots (which have the potential to be developed) were not the subject of a statutory claim, but by negotiation it was possible to include these as part of agreements struck up between the parties.
- 1.5 As the proposed settlement comprised both statutory and non-statutory elements it was necessary to bring these together under the terms of the Settlement Agreement. This is because the Tribunal can only order matters in respect of the statutory claims (i.e. the freehold to the houses themselves) and not the surrounding or additional land.
- 1.6 The matter progressed towards the hearing listed on 28th September 2022 and in the run-up to this final hearing, agreement was reached.
- 1.7 The cases have now been withdrawn from the Tribunal on the basis that matters are 'agreed' between the parties, albeit that the agreement itself contains conditional elements and the additional land and the terms that have been agreed are different in this regard from those that the Tribunal could order.
- 1.8 The Settlement Agreement is a contractual document entered into the parties which sets out concisely the terms that have been reached. This letter should be read in conjunction with the Settlement Agreement and have enclosed a copy of this for your ease of reference.
- 1.9 The purpose of this letter is to report to you on the terms of the Settlement Agreement that have been reached and to outline the Council's obligations arising under it.

## **2. The Settlement Agreement**

- 2.1 Under the terms of the Settlement Agreement, Waverley has six weeks from the date of the agreement to both exchange a contract for the purchase of the additional land (the value of this contract is £10,000) *and* to write in open correspondence confirming that statutory terms have been agreed for the remainder of the site (where the acquisition cost is £1,015,000).
- 2.2 The agreement requires that both of these steps are taken together and they cannot be dealt with independently.

- 2.3 Once these steps have been taken, a binding statutory contractual mechanism will come into force in relation to completion of the purchase of the freehold to the houses and to the additional land.

The following obligations will then arise: -

- 2.4 The deemed statutory completion date will be one week after the date on which the confirmation referred to above is given and from that date, if completion does not take place within that timeframe (one week) then the council will need to pay interest on the outstanding balance of the purchase price at a rate of 2% above Bank of England base rate until the time that actual completion takes place.
- 2.5 There is a longstop mechanism (imported from the 1967 Act) such that completion must take place within one month of the formal notification and exchange of contracts having been entered into.
- 2.6 There is a 'hard stop' such that if completion does not occur within this timeframe then the Council will have been deemed to have withdrawn from the transaction and will lose its deposit paid (if any). The deposit is likely to be in respect of the additional land only.
- 2.7 The deemed withdrawal of the claim would mean that you would not be able to bring a similar claim for a period of a year, and of course the non-statutory elements (the additional land) would not be available under this process, and would therefore need to be negotiated again on an arm's length basis assuming that National Corp would be prepared to sell them, which of course is an unknown and cannot be relied upon.
- 2.8 In addition, if you do not enter into the exchange of contracts (statutory and non-statutory) by 7 November 2022, then the agreement will come to an end and you will once again be deemed to have withdrawn from the transaction on a statutory basis and will be once again unable to bring a further claim for a period of a year.
- 2.9 In both cases, were the claims to be withdrawn you would become liable for the statutory costs of the freeholder (currently agreed at £51,812.42) and your own costs to date in this matter.
- 2.10 Your finance team will be able to advise in relation to the other costs that have been incurred, such as this firm's fees to date in the matter, the costs of counsel (Tamsin Cox of Falcon Chambers), your planning advisors and Perry Hill Chartered Surveyors.

You should therefore only proceed to the exchange of contracts phase of the Settlement

Agreement if you are similarly confident that you wish to proceed to completion.

### **3. The nature of the Settlement Agreement**

- 3.1 Were you not to complete, the one advantage of the Settlement Agreement mechanism that has been negotiated is that there would be very limited options for the freeholder to seek specific performance of the contract – i.e. to compel you to complete.
- 3.2 This does therefore provide a further ‘safety net’ in as much as the potential downside risk will be ‘contained’ in as much as it will related to the costs incurred, lost deposit and interest paid together with the opportunity cost of not being able to bring the transaction about for a further year and the risk that the additional land may never be available again.

### **Summary of Key Dates**

By way of an example, we have set out some dates which Waverley will need to work to if it is to proceed to completion successfully under this agreement.

- a. Exchange of both contracts (statutory and non-statutory) *must* take place by no later than **7th November 2022**.
- b. Following exchange of contracts, completion must take place within one month of this date. So, for instance, if contracts were exchanged on the last day possible of 7th November 2022, then completion would need to occur by **7th December 2022** in order to avoid withdrawal of the claims and other adverse circumstances described above.

### **4. Timelines and suggested actions for Waverley**

- 4.1 The above dates are the *absolute* end points and you should work to dates **earlier** than these to ensure compliance to avoid maximising risk and cost.
- 4.2 For legal reasons to do with the sellers’ own tax position, they will not be likely to want to agree to any completion mechanism outside of the statutory timetable, as this will affect their position in rollover relief. The above dates should therefore be seen as ‘fixed’ and final and incapable of extension by negotiation.
- 4.3 Our suggestion would be that you work towards the approvals necessary for exchange by no later than **7th November 2022** (preferably earlier) and immediately that such exchange is effected, be ready, willing and able to



complete – this will mean ensuring that the council has signed the necessary transfer and that we are approved to enter into the non-statutory contract and that funding is available to pay the full balance of the purchase price together with the stamp duty land tax and other possible disbursements in cleared funds in advance of any completion date. We would suggest that you plan for a completion date of **14<sup>th</sup> November 2022**.

- 4.4 We would propose sending the transfers for execution in escrow to your relevant legal and compliance departments so that these can be held by us in readiness to avoid any unnecessary delays. We would suggest that these are circulated for execution before any final cabinet approvals, etc. so as to avoid unnecessary delay and we would be happy to undertake to hold any executed documents strictly to your order with a view to destroying these in the in the event that the transaction does not proceed.

In terms of our future reporting, please confirm who we should be responding to in relation to these actions and the parties that should be copied into correspondence concerning this matter.

Should you have any further questions concerning the above advice please do not hesitate to contact us to discuss.

Yours faithfully



**BISHOP & SEWELL LLP**

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Mrs C Wallis  
Waverley Borough Council  
The Burys  
Godalming  
Surrey  
GU7 1HR

Our Ref: MJA/VCR21006  
Date: 19<sup>th</sup> October 2022

Dear Mrs Wallis

**Re: Freehold Enfranchisement**  
**Wyatts Close, Godalming, Surrey GU7**

I write in respect of the above following your instructions to report on the eventual consideration agreed for the enfranchisement of the freehold.

#### **Background**

The firm was appointed to review purchase options for Waverley Borough Council (WBC) in March 2021, on the basis that the freehold had been offered at a price equal to £3.2 million, subject to the existing lease.

#### **Perry Hill Surveyors Advice**

This firm was instructed to provide two sets of advice in respect of potential purchase:

- 1) Initial advice as to Enfranchisement potential
- 2) Investment value, assuming enfranchisement was not achieved

My initial assessment of enfranchisement was based upon the Section 9(1) of Leasehold Reform Act, 1967, a specific legislative measure that allows lessees the right to acquire freehold houses, assuming they are vertically divisible for each other.

This initial assessment was deliberately issued on the basis of a reduced financial consideration, so that once Notice had been accepted by the freeholder, it gave scope for a negotiated settlement.

There is valid reason for issuing notices as a lessee at a reduced level, which is simply, if the notice is not responded to by the freeholder, scope exists to complete the enfranchisement at the reduced price set out in the notices.

In my enfranchisement assessment, I opted to use reduced property values and to disregard entirety value.

During the course of the negotiation, it was clear that in order to meet an agreement on the terms of settlement, that it was appropriate to readdress my assessment, so as to set a realistic assessment pursuant to Tribunal. This is what I did, and I attach it as under:

<b>VALUATION FOR ENFRANCHISEMENT LEASEHOLD REFORM ACT 1967</b>			
No. 1 to 32 Wyatt Close, Farncombe, Godalming, Surrey, GU7			
Subject to Contract/Without Prejudice			
Valuation Date		25/05/2021	
Building:		Single Storey Cottages	
Lease Details:		99 years from 24th June 1956	
Unexpired lease:		34.08	
Ground Rent:		£1.56	
Capitalisation Rate:		5.50%	
Modern Ground Rent Deferment Rate		4.75%	
<b>Stage 1 - Term - Ground Rental</b>			
Ground Rent		£1.56	
YP @ 5.5% for 33.42 years		£15.14	£24
<b>Stage 2 - First Reversion</b>			
Freehold vacant possession value		£330,000.00	
Site value assumed to be 35% of FVP value		£115,500.00	
Decapitalise Modern Ground Rent @ 4.75%		£5,486.25	
YP 50 years @ 4.75%	18.98437312	£104,153	
PV of £1 def'd 34.08 years @ 4.75%	0.205660365	£21,420.15	£21,420.15
<b>Stage 3 - Second Reversion</b>			
Standing House Value		£330,000.00	
Less 2.5% to reflect Sec. 10 LGFA 1969		£8,250.00	
Standing House Value to reflect Sec. 10 Discount		£321,750.00	
PV of £1 def'd 84.08 years @ 4.75%		0.02004542	
Value of Second Reversion		£6,500.81	£6,501
<b>Enfranchisement Per unit</b>			<b>£27,943</b>
<b>Aggregate Compensation</b>			<b>£894,226.68</b>
No. 32 Dwellings			

The adjustments to the assessment reflect a higher capital value for the cottages and it reflects a deduction from 20% to 2.5% to account for the Sec.10 LGFA 1969.

The rolled-up enfranchisement consideration is fairly represented as being £895,000, based upon my assessment of value per leasehold cottage at £28,000.

The enfranchisement valuation looks at the reversionary value of the leasehold cottages, in addition to this are the verges, pathways and plots.

You will appreciate that there are No. 4 potential development plots to the rear of the site, which could well provide for 1–2-bedroom mews cottages. Assuming the value of cottages to be circa £350,000 each, the land value with planning permission and access is circa £140,000 per plot, £560,000. However, assuming that a right of access is required to be acquired and there is the risk of planning restrictions etc, then a nominal plot value of £50,000 per plot could be ascribed to the units, rendering the logical purchase price to be closer to:

£895,000      Enfranchisement

£200,000      Plots

£20,000        Verges

Total aggregate sum £1.15 million

As it stands the agreed consideration was £1.025 million.

My professional opinion is such that the agreed consideration of £1.025 million is equitable for WBC, it does reflect an excellent use of taxpayer's funds and I would suggest is wholly in the interest of WBC's mission.

If there were any concern as to the sums paid for the property at this stage, we should consider the following:

- The freeholder offered the property at a price of £3.2 million STC
- Assuming Enfranchisement was a non-starter the price for the freehold, assuming it were sold on the open market would be potentially £1.7/2.0 million, net of development plots
- At completion of the freehold, WBC could surrender the long under lease and hold each cottage freehold, subject to Assured Tenancies, which would aggregate a value of circa £9/10 million.

### **Summary**

It is accepted that the initial Enfranchisement considerations detailed in notices were lowered, specifically so, to reduce costs for the client. The initial report was issued as an advice note and not a formal valuation.

It is a case that during the course of the negotiation process, it was clear that loft voids hold significant potential for development, which whilst WBC may not undertake works, as the occupiers may not need the space, the assumption is that a "would be" owner, in all probability would develop the loft voids and create permitted development extensions.

The final price of £1.025 million is the aggregate of the enfranchisement price paid for the cottages and the price paid for the land and verges.

It is not a case that WBC have over or under paid for the scheme. It is accepted that the apportionment changes to the aggregate price could be confusing, yet given the extreme commercial pressure to get the transaction completed to avoid the costs of tribunal, and the obvious uplift in value when amalgamating the long leasehold and freehold titles, the decision was taken to agree to the freeholders' nominated proportions .

My view is and remains as such, that to have been offered a purchase opportunity at £3.2 million and to have successfully concluded the purchase of the same, at approximately one-third of this sum is in actuality a superb result and I have no hesitation in recommending this to the members for approval.

As regards your questions around the requirement for the claimant to meet costs, this is the case for all Enfranchisement matters, therefore it is quite reasonable for WBC to meet the freeholders Valuation costs and legal costs in dealing with the Notice and subsequent litigation. Cost are not usually recovered by the freeholder in terms of conveyance. For more advice in respect of costs, please revert to your legal advisors.

I trust this letter is of assistance to you.

Yours sincerely



**Michael Aldous BA Hons MRICS**

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**VALUATION FOR ENFRANCHISEMENT  
LEASEHOLD REFORM ACT 1967**

No. 1 to 32 Wyatt Close, Farncombe, Godalming, Surrey, GU7

Subject to Contract/Without Prejudice

25/05/2021

Building:	Single Storey Cottages
Lease Details:	99 years from 24th June 1956
Unexpired lease:	34.08
Ground Rent:	£1.56
Capitalisation Rate:	5.50%
Modern Ground Rent De	4.75%

Stage 1 - Term - Ground Rental

Ground Rent	£1.56	
YP @ 5.5% for 33.42 year	£15.14	£24

Stage 2 - First Reversion

Freehold vacant possessi		£330,000.00	
Site value assumed to be		£115,500.00	
Decapitalise Modern Ground Rent @ 4.75%		£5,486.25	
YP 50 years @ 4.75%	18.98437312	£104,153	
PV of £1 def'd 34.08	0.205660365	£21,420.15	£21,420.15

Stage 3 - Second Reversion

Standing House Value		£330,000.00	
Less 2.5% to reflect Sec. 10 LGFA 1989		£8,250.00	
Standing House Value to reflect Sec. 10 Discount		£321,750.00	
PV of £1 def'd 84.08 years @4.75%		0.020204542	
Value of Second Reversion		£6,500.81	£6,501

**Enfranchisement Per unit** **£27,945**

**Aggregate Compensator No. 32 Dwellings** **£894,226.68**

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Dated 28<sup>th</sup>

September 2022

**SETTLEMENT AGREEMENT**

**National Corp Limited**

and

**Waverley Borough Council**

This agreement is dated

28<sup>th</sup>

September 2022

## Parties

- (1) **National Corp Limited** (CRN.04346478) whose registered office is at Forum House, 1<sup>st</sup> Floor Lime Street, London, EC4M 7AN (**National Corp**)
- (2) **Waverley Borough Council** of The Burys, Godalming Surrey, GU7 1HR (**Waverley**)

## BACKGROUND

- (A) The parties are engaged in proceedings (**the Proceedings**) in the First-Tier Tribunal Property Chamber (Residential Property) under case reference CHI/43UL/OAF/2021/0026 to 0049 and CHI/43UL/OAF/2022 00004-0011 concerning the freehold to the properties (**the Properties**) at 1-32 Wyatts Close, Godalming, Surrey, GU7 3DA (**the Statutory Claims**) being part of National Corp's title registered under title no.SY88504
- (B) The parties have agreed terms to purchase the freehold to the Properties subject to a simultaneous agreement to purchase the remainder of the freehold reversion in the title held by National Corp under title no. SY88504 (**the Additional Land**)
- (C) The parties wish to make the agreement settling the Statutory Claims conditional upon the agreed purchase of the Additional Land and wish to agree terms for the compromise of these proceedings on the terms set out in this agreement

## Agreed terms

### 1. Definitions and interpretation

In this agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

**Agreed Terms:** means the price of £1,025,000 ("**the Price**") in total allocated as to £1,015,000 for the freehold to the Properties and £10,000 for the Additional Land on the terms set out in the Transfer of Part and the Transfer respectively together with the agreed contribution to the statutory cost of National Corp in the sum of £51,812.42

**Transfer of Part:** means the agreed form transfer of part in respect of the freehold the Properties appearing in the First Schedule to this agreement

**Contract:** means the agreed form of contract for the sale and purchase of the Additional Land appearing in the Second Schedule to this agreement

**Transfer:** means the form of transfer agreed in respect of the Additional Land appearing in the Third Schedule to this agreement

## 2. Effect of this agreement

The parties hereby agree that this agreement shall immediately be fully and effectively binding on the subject only to the conditions set out below

## 3. Conditions

3.1 The conditions on which the Proceedings are to be stayed are as follows:

3.2 Within 6 weeks of the date of this agreement (on or before 7<sup>th</sup> November 2022) Waverley shall:

(a). Enter into the Contract; and

(b). Write in open correspondence to National Corp confirming that terms have been agreed within the meaning of the Leasehold Reform Act 1967 on the terms set out in the Transfer of Part in terms such that a statutory contract (**the Statutory Contract**) will come into force under the provisions of the 1967 Act

on condition that both obligations 3.2 (a) and (b) must happen at the same time

3.3 The parties agree and confirm that completion of the purchase of the freehold to the Properties and the Additional Land shall be:

(a) within one week of compliance with 3.2 (a) and (b) time being of the essence for the purposes of this clause;

(b) effected simultaneously as envisaged by the Contract;

(c) if completion is delayed beyond the date fixed in 3.3(a) Waverley must pay interest on the Price (or the balance of the Price outstanding if a deposit has been paid) at a rate per annum of two per cent above the Bank of England base rate from time to time in force notice until actual completion

3.4 Should Waverley fail to complete within one month of compliance with 3.2 (a) and (b):

(a) Waverley will be treated as having given notice that it is unable or unwilling to acquire the Properties under section 9(3) of the 1967 Act and the provisions of the 1967 Act will apply as to the effect of such a notice

(b) National Corp will have no obligation to sell the Additional Land to Waverley

(c) National Corp will be entitled to retain any deposit paid

3.5 Should Waverley fail to comply with 3.2(a) and (b):

(a) Waverley will be treated as having given notice that it is unable or unwilling to acquire the Properties under section 9(3) of the 1967 Act and the provisions of the 1967 Act will apply as to the effect of such a notice

(b) National Corp will have no obligation to sell the Additional Land to Waverley

**4. Stay of action**

4.1 The parties agree to write immediately to the Tribunal confirm that they have reached agreement and shall take all necessary steps to ensure that the hearing set down for 28<sup>th</sup> September 2022 be vacated

4.2 In the event that the Tribunal shall seek to strike out the Proceedings the parties agree to apply to have the reinstated for the purposes of giving effect to the agreement reached between the parties

**5. Nature of this agreement**

The parties have entered into this agreement with a view to reaching agreement on the terms agreed between them and each agrees on behalf of itself and any related parties not to seek to commence further proceedings save for the purposes of carrying this agreement into effect

**6. Severability**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**7. Costs**

The parties shall each bear their own legal costs in relation to this agreement.

**8. Entire agreement**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**9. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**10. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**11. Contracts (Rights of Third Parties) Act 1999**

The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

**12. Co-operation**

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

**13. Counterparts**

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. For the purposes of completion, signatures by the parties' legal advisers shall be binding.

**14. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

This agreement has been entered into on the date stated at the beginning of it.

Signed by *Forsters LLP*

For and on behalf of **National Corp**

Signed by *Bishop & Semelle LLP*

For and on behalf of **Waverley**

**First Schedule**

**Transfer of Part:**

*As appearing in the email from Forsters to Bishop & Sewell timed at 17.17 on 22.9.22*

**Second Schedule**

**Contract**

*As appearing in the email from Forsters to Bishop & Sewell timed at 14.49 on 26.9.22*

**Third Schedule**

**Transfer**

*As appearing in the email from Forsters to Bishop & Sewell timed at 17.17 on 22.9.22*

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DATED

2022

(1) NATIONALCORP LIMITED

(2) WAVERLEY BOROUGH COUNCIL

## AGREEMENT FOR SALE

(incorporating the Standard Conditions of Sale (Fifth Edition) – 2018 revision)

relating to the freehold property at Wyatt's Hospital, The Meadow,  
Godalming



This Agreement is made on

2022

**BETWEEN:**

- (1) **NATIONALCORP LIMITED** (Company number: 04346478) whose registered office is at Forum House, 1<sup>st</sup> Floor, 15-18 Lime Street, London EC4M 7AN (**'Seller'**) and
- (2) **WAVERLEY BOROUGH COUNCIL** of The Burys, Godalming, Surrey GU7 1HR (**'the Buyer'**)

**RECITALS:**

- (A) The Seller is the freehold owner of the Estate.
- (B) The Buyer owns the Existing Lease and has made the 1967 Act Claims.
- (C) The Seller has agreed on the Completion Date to transfer the Property to the Buyer and the Buyer has agreed to take a transfer of the Property on the terms contained in this Agreement.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Agreement (including the Recitals).

**1.1 Definitions:**

<b>'1967 Act Claims'</b>	32 claims for the freehold of the Houses as contained in section 5 notices dated 25 May 2021 served pursuant to the Act.
<b>'Act'</b>	the Leasehold Reform Act 1967 (as amended).
<b>'Buyer's Conveyancer'</b>	Bishop & Sewell LLP of 59-60 Russell Square London WC1B 4HP or any other conveyancer whose details have been given by notice from time to time by the Buyer to the Seller.
<b>'Certificate'</b>	the certificate required by the restriction at B4 in the Proprietorship Register of title number SY788504.
<b>'Completion Date'</b>	the date on which the transfer of the Houses is completed pursuant to the 1967 Act Claims.

<b>'Conditions'</b>	the Standard Conditions of Sale (Fifth Edition - 2018 Revision) and <b>Condition</b> means any one of them.
<b>'Contract Rate'</b>	4% per annum above the base rate from time to time of Barclays Bank Plc.
<b>'Deposit'</b>	[one thousand pounds (£1,000)]
<b>'Estate'</b>	the estate known as Wyatt's Hospital, The Meadow, Godalming and registered at the Land Registry under title number SY788504
<b>'Existing Lease'</b>	the lease of the Estate dated 27 September 1956 made between (1) The Master Wardens and Commonalty of the Mystery of Freeman of the Carpentry of the City of London and (2) The Mayor Aldermen and Burgesses of the Borough of Godalming as varied by a deed dated 29 November 1993 made between (1) The Master Wardens and Commonalty of the Mystery of Freeman of the Carpentry of the City of London and (2) Waverley Borough Council and any document supplemental or collateral to it.
<b>'Houses'</b>	the houses on the Estate shown edged red on the Plan.
<b>'Plan'</b>	the plan annexed to this Agreement.
<b>'Property'</b>	the Estate excluding the Houses.
<b>'Purchase Price'</b>	[ten thousand pounds (£10,000)]
<b>'Seller's Conveyancer'</b>	Forsters LLP of 31 Hill Street London W1J 5LS or any other conveyancer whose details have been given by notice from time to time by the Seller to the Buyer.
<b>'Transfer'</b>	the transfer (TR1) in the agreed form annexed to this Agreement.
<b>'VAT'</b>	value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Agreement.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes fax and (save where agreed in writing which for these purposes includes email) email.
- 1.11 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.12 Unless the context otherwise requires, references to clauses, and Annexes are to the clauses and Annexes of this Agreement.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 Unless this Agreement otherwise expressly provides, a reference to the **Property** is to the whole and any part of the Property.
- 1.16 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

## 2. **SALE AND PURCHASE**

- 2.1 The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the Completion Date on the terms set out in this Agreement.
- 2.2 The Buyer will pay the Deposit on the date hereof.

2.3 The Buyer cannot assign, sublet, charge, or otherwise share or part with the benefit of this Agreement whether in relation to the whole or any part of the Property.

### 3. **CONDITIONS**

3.1 The Conditions are incorporated in this Agreement so far as they:

- (a) apply to a sale by private treaty;
- (b) relate to freehold property;
- (c) are not inconsistent with the other clauses in this Agreement; and
- (d) have not been modified or excluded by any of the other clauses in this Agreement.

3.2 The terms used in this Agreement have the same meaning when used in the Conditions.

3.3 Condition 1.1.4 does not apply to this Agreement.

### 4. **DEDUCING TITLE**

4.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this Agreement.

4.2 The Buyer is deemed to have full knowledge of the Seller's title and is not entitled to raise any enquiry, objection or requisition in relation to it.

4.3 Conditions 4.1, 4.2 and 4.3 do not apply to this Agreement.

### 5. **VACANT POSSESSION**

The Property is sold subject to the Existing Lease.

### 6. **TITLE GUARANTEE**

6.1 The Seller shall transfer the Property with limited title guarantee but the covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 are varied by the deletion of the words "at his own cost" in section 2(1)(b) and the substitution of the words "at the cost of the person requiring compliance with this covenant" and the covenant set out in section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend only to charges or encumbrances created by the Seller.

6.2 Condition 4.6.2, 4.6.3 and 4.6.5 does not apply to this Agreement.

### 7. **MATTERS AFFECTING THE PROPERTY**

7.1 The Seller shall sell the Property free from incumbrances other than:

- (a) any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number SY788504.
- (b) all matters contained or referred to in the Existing Lease;
- (c) the transfer of the Houses granted pursuant to the 1967 Act Claims;
- (d) any matters discoverable by inspection of the Property before the date of this Agreement;
- (e) any matters which the Seller does not and could not reasonably know about;
- (f) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent Buyer would have made before entering into this Agreement;
- (g) public requirements;
- (h) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
- (i) the terms of the Transfer; and
- (j) any notice, order or proposal given or made by a body acting on statutory authority.

7.2 The Buyer is deemed to have full knowledge of the matters referred to in Clause 7.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

7.3 Notwithstanding section 6(3) of the Law of Property (Miscellaneous Provisions) Act 1994, all matters recorded at the date of the transfer in registers open to public inspection are to be deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994.

7.4 Conditions 3.1.1, 3.1.2 and 3.1.3 do not apply to this Agreement.

## 8. **TRANSFER**

The transfer to the Buyer shall be in the form of the Transfer.

## 9. **COMPLETION**

9.1 Completion shall take place on the Completion Date.

9.2 The Seller will use reasonable endeavours to procure that the Certificate is issued on completion or as soon as possible following completion and will provide the Buyer with the

Certificate on completion or within two working days of receipt of the Certificate (if received following completion).

9.3 If the 1967 Act Claims are withdrawn or deemed withdrawn in accordance with the provisions of the Act then this Agreement shall terminate accordingly without prejudice to any rights which either the Seller or the Buyer may have against the other in respect of prior breaches of this Agreement.

9.4 Condition 6.1.1 does not apply to this Agreement.

9.5 Conditions 6.1.2 and 6.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.

9.6 Condition 6.4 is amended to add a new Condition 6.4(d) to read "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".

## 10. **REGISTRATION**

10.1 The Buyer may note this Agreement by way of a unilateral notice against the Seller's title.

10.2 The Buyer is not permitted to:

- (a) note this Agreement against the Seller's title by way of an agreed notice; or
- (b) send this Agreement or a copy of it to HM Land Registry.

10.3 On the earlier of the completion of the Transfer or termination of this Agreement, the Buyer shall:

- (a) immediately cancel all entries relating to this Agreement registered against the Seller's title; and
- (b) promptly notify the Seller when such application has been completed.

## 11. **BUYER'S ACKNOWLEDGEMENT OF CONDITION**

11.1 The Buyer acknowledges that, prior to the date of this Agreement, the Seller has given the Buyer and those authorised by the Buyer, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Buyer accepts the condition of the Property.

11.2 No representation or warranty is given by the Seller that the Property may lawfully be used for the uses permitted by the Existing Lease and the Buyer confirms that it has made all necessary enquiries to satisfy itself on this point.

11.3 The Buyer will not be entitled to refuse to complete or to delay completion of the transfer of the Property due to any event occurring after the date of this Agreement that results in:

- (a) any damage to the Property or any part of it; or
- (b) any damage to the means of access to the Property; or
- (c) any deterioration in the Property's condition.

11.4 The provisions in the Existing Lease relating to insurance of the Property shall continue to apply from the date of this Agreement until the date of actual completion.

## 12. ENTIRE AGREEMENT

12.1 This Agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

12.2 The Buyer acknowledges that in entering into this Agreement and any documents annexed to it the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those set out in this Agreement or the documents annexed to it.

12.3 Nothing in this clause shall limit or exclude any liability for fraud.

## 13. NOTICES

13.1 Any notice given under this Agreement must be in writing and signed by or on behalf of the party giving it.

13.2 Any notice or document to be given or delivered under this Agreement may be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service; or.
- (c) sent through the document exchange (DX).

13.3 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

- (a) to the Landlord at:

Forsters LLP

DX: 82988 Mayfair



marked for the attention of: Samantha Tomczyk, quoting the reference SAT/54973.1;

(b) to the Tenant at:

Bishop & Sewell

DX: 278 London Chancery Lane

marked for the attention of: Mark Chick and quoting Ref: [                    ]

(c) or as otherwise specified by the relevant party by notice in writing to the other party.

13.4 Any change of the details in Clause 13.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

(a) the date, if any, specified in the notice as the effective date for the change; or

(b) the date five working days after deemed receipt of the notice.

13.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

13.6 Any notice or document given or delivered in accordance with Clause 13.1, Clause 13.2 and Clause 13.3 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent through the DX, at 9.00 am on the second working day after being put into the DX.

13.7 In proving delivery of a notice or document, it will be sufficient to prove that:

(a) a delivery receipt was signed or that the notice or document was left at the address; or

(b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or

(c) the envelope containing the notice or document was properly addressed and was put in the DX.

13.8 A notice or document given or delivered under this Agreement shall not be validly given or delivered if sent by email.

13.9 Condition 1.3 does not apply to this Agreement.

13.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by the Seller .....

Signed by the Buyer .....

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

	<p>1 Title number(s) out of which the property is transferred:</p> <p>SY788504</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>1-32 Wyatts Close, Farncombe, Godalming, Surrey GU7 3AD</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged [red]</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>Nationalcorp Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04346478</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

<b>6</b>	<p>Transferee for entry in the register:</p> <p>Waverley Borough Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
<b>7</b>	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>The Burys, Godalming, Surrey GU7 1HR</p>
<b>8</b>	<p>The transferor transfers the property to the transferee</p>
<b>9</b>	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): TBC</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
<b>10</b>	<p>The transferor transfers with</p> <p><input type="checkbox"/> full title guarantee</p> <p><input checked="" type="checkbox"/> limited title guarantee</p> <p>Save that:</p> <p>10.1 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") shall not extend to anything incurring any cost by the Transferor; and</p> <p>10.2 The covenant set out in section 3(3)(b) of the 1994 Act shall not extend to any charge or incumbrance which the Transferor has not personally suffered to be made over the Property</p>

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Include words of covenant.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

It is hereby agreed and declared as follows:

This Transfer is made pursuant to and executed to give effect to section 8 of the Leasehold Reform Act 1967 ("the 1967 Act") to the intent that section 10 of the 1967 Act shall apply thereto.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

### 13 Execution

EXECUTED as a deed by )  
 NATIONALCORP )  
 LIMITED acting by a )  
 director in the presence )  
 of

.....  
 Director signature

.....  
 Witness signature

Name of witness (in  
 BLOCK CAPITALS):  
 Address of witness:

.....  
 .....  
 .....

EXECUTED as a deed )  
 by WAVERLEY )  
 BOROUGH COUNCIL )  
 Whose common seal )  
 was hereunto affixed in  
 presence of:

.....  
 Authorised officer

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property:  SY788504
2	Property:  Wyatt's Hospital, The Meadow, Godalming
3	Date:
4	Transferor:  Nationalcorp Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04346478  <u>For overseas entities</u> (a) Territory of incorporation or formation:  (b) Overseas entity ID issued by Companies House, including any prefix:  (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

	<p>5 Transferee for entry in the register:</p> <p>Waverley Borough Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
	<p>6 Transferee's intended address(es) for service for entry in the register:</p> <p>The Burys, Godalming, Surrey GU7 1HR</p>
	<p>7 The transferor transfers the property to the transferee</p>
	<p>8 Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): TBC</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
	<p>9 The transferor transfers with</p> <p><input type="checkbox"/> full title guarantee</p> <p><input checked="" type="checkbox"/> limited title guarantee</p> <p>Save that:</p> <p>10.1 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") shall not extend to anything incurring any cost by the Transferor; and</p> <p>10.2 The covenant set out in section 3(3)(b) of the 1994 Act shall not extend to any charge or incumbrance which the Transferor has not personally suffered to be made over the Property</p>



Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

11 Additional provisions

The Transferee hereby covenants with the Transferor that the Transferee and their successors in title will at all times hereafter duly observe and perform the covenants stipulations and regulations contained or referred to in the register of the title above mentioned and will keep the Transferor effectually indemnified against any costs claims and demands arising from any future breach or non-observance or non-performance thereof

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

## 12 Execution

EXECUTED as a deed by )  
NATIONALCORP )  
LIMITED acting by a )  
director in the presence )  
of

.....  
Director signature

.....  
Witness signature

Name of witness (in  
BLOCK CAPITALS):  
Address of witness:

.....  
.....  
.....

EXECUTED as a deed by )  
WAVERLEY BOROUGH )  
COUNCIL whose )  
common seal was )  
hereunto affixed in the  
presence of:

.....  
Authorised officer

### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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<b>Wyatts Close Enfranchisement - costs</b>	
Purchase of freehold and wider site	1,025,000
SDLT and land registry fees	76,005
Fees associated with negotiating the acquisition	134,512
<b>TOTAL</b>	<b>1,235,517</b>
Wyatts Close budget agreed as part of core capital programme at Feb 22 Council	1,000,000
Additional budget required	235,517
<b>Proposed virements to be approved by Executive:</b>	
Virement from HRA legal fees and professional fees budgets	50,000
Virement from HRA core capital budget savings	185,517
<b>TOTAL</b>	<b>235,517</b>

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**WAVERLEY BOROUGH COUNCIL**

**EXECUTIVE**

**1/11/2022**

---

**Title:**

**Biodiversity Policy and Action Plan**

---

**Portfolio Holder:** Cllr Kika Mirylees Portfolio Holder for Health, Wellbeing, Parks & Leisure  
Cllr Liz Townsend Portfolio Holder for Planning and Economic Services  
Cllr Steve Williams Portfolio Holder for Environment

**Head of Service:** Kelvin Mills – Head of Commercial Services

**Key decision:** Yes

**Access:** Public

---

**1. Purpose and summary**

- 1.1 To inform the Executive committee that following feedback and comment from the Services Overview & Scrutiny Committee the Biodiversity Policy and Action Plan has been further revised.
- 1.2 The Biodiversity Policy and Action Plan is now ready to be adopted by the council.

**2. Recommendation**

- 2.1 That the Executive committee adopts the Biodiversity Policy and Action Plan as council policy.

**3. Reason for the recommendation**

- 3.1 Public, Government and industry awareness of Climate change and the fragile state of our environments, local, national, and international have never been higher or the importance of action so urgent. As a responsible leading local Authority, it is our duty to lead from the front and demonstrate real commitment to recognising the great important of our natural environment and our extreme reliance we place upon it in terms of financial activity, mental health, and wellbeing.

- 3.2 There is a need for a consistent and a comprehensive approach to the Councils management of habitats and wildlife in order that biodiversity is enhanced and increased wherever possible in the borough.
- 3.3 The Council needs a policy that puts the environment into the heart of everything we do, embeds new Legislation such as the Environment Act 2021, and take steps to protect our environments for our future generations.
- 3.4 This Biodiversity policy (Annexe 1) provides the central structure to support the Councils staff and ensure that biodiversity implications are considered central to decision making.
- 3.5 The new Environment Act introduces the requirement for Biodiversity reports, Local Nature Recovery Strategies and the examination and approval of biodiversity gain plans.

#### **4. Background**

- 4.1 Waverley Borough council owns and manages significant Green Spaces across the Borough (Cira 2000ha) and has an obligation to manage these spaces in trust for the public and future generations.
- 4.2 It is necessary to take steps to enhance and improve biodiversity across our Green Spaces and to seek to influence other land holders to improve the environments for all our residents and visitors; whilst managing health and safety risks and improving the potential of Greenspaces.
- 4.3 This Policy, linked to other relevant policies such as the Tree and Woodland Policy, when adopted will set out the Councils commitment and aspirations for these areas.
- 4.4 Although not a Planning document, it is important that this Biodiversity Policy feeds into or compliments other Strategies, Policies, and guidelines across the Council and vice versa, such as:
- Local Plan Part 1; Policies NE 1 & 2, Local Plan Part 2; policies DM 1 and 11 and the Planning Tree Guidelines (2018).
  - Tree and Woodland Policy and Action Plan
  - Climate Emergency Action Plan
  - Pesticide Policy
  - Woodland management plans
  - Tree Risk Management Framework
- 4.5 The draft policy has been written and re-drafted numerous times over the last two years and has been consulted on with organisations such as; Town & Parish Councils and local biodiversity groups. Additionally, we brought in the external expertise of Surrey Wildlife Trust to further help in the drafting on the policy and ensure it is connected with the strategic biodiversity planning across the county.

## **5. Relationship to the Corporate Strategy and Service Plan**

5.1 This policy directly contributes towards the corporate vision by promoting; a sense of responsibility by all for our environment, promoting biodiversity, championing the green economy, and protecting our planet.

It supports the strategic priorities of the corporate strategy:

- Supporting a strong, resilient local economy by ensuring the Natural Capital of the Borough is supported, improved, and protected.
- Acting on Climate Emergency and protecting the environment.
- Working with partners to ensure the environmental stewardship of our open spaces are of the highest quality including the promotion of biodiversity, rewilding, and the phasing out of pesticide use other than in exceptional and defined circumstances.
- Our aim is to become a net zero-carbon council by 2030, encouraging carbon reduction and the promotion of biodiversity and sustainable homes, businesses, and transport across the borough.
- Improving the health and wellbeing of our residents and communities.

5.2 This policy also supports the delivery of the Councils service plan outcomes:

- SP21-24 CS 11.3 Write and adopt a Tree and Woodland Policy that encompasses all aspects of tree management and a Biodiversity Policy in line with our corporate objectives
- SP22/25 CS10.2 Maintain and attract appropriate levels of volunteers and seek to increase participation wherever possible to support the service priorities and site management
- SP22/25 CS10.3 Deliver action plans from Tree and Woodland Policy, Biodiversity Policy and Pesticide Policy in line with our Corporate Objectives

---

## **6. Implications of decision**

### **6.1 Resource (Finance, procurement, staffing, IT)**

Should the Council adopt this policy there will be a need to identify sources of income, external funding and internally funded project budgets to allow for the delivery of the Biodiversity Policy action plan (Appendix 6) in the longer term. Within the policy, appendix 4 provides Outline provisional budget forecasts.

Additional budget requests for both revenue and capital budgets will come through the Councils budget setting process as necessary and be assessed on a case by case basis.

Examples where resources will be required are:

- Continue to seek external funding to transition our existing Countryside Stewardship (CS) and Higher Level Stewardship (HLS) grant schemes to the new Environmental Land Management Stewardship (ELMS) grant scheme being planned by Natural England. This will need to be supplemented by similar amounts of Council funding, this has been generally been around £50-70k per year over the last 10 years.
- Additional funding required to create biodiversity gains on sites when external or developer funding not available. Dependent on how many sites receive works each year and the nature of the works - circa £20k per annum
- Survey habitats – Consultant costs circa £10k per annum over 10 years
- Management plan writing – Consultant costs circa £15k per annum over 10 years
- Replacement vehicles and machinery that are greener – averaged at £10k per annum over 10 years
- Assessment of BNG potential of council sites – Consultant costs circa £20k per year for 5 years via consultants
- New Biodiversity Officer, Grade 5/6 post to provide the necessary expertise and knowledge to deliver elements of the action plan – circa £47-57k per annum
- Audit Biodiversity training needs and deliver training – circa £5k year
- Some additional GIS analyst resources may be required to build a borough wide conservation mapping layer to inform decision making – circa £5k per annum over 5 years
- Monitoring strategies for Biodiversity improvements and SNCI's will require funding – circa £5k per annum
- Future lease changes to incorporate policy requirements will incur legal costs as and when required

## **6.2 Risk management**

- All works will be undertaken in line with health and safety guidelines and risk assessed
- All works to be undertaken by suitably qualified operatives
- Without having comprehensive and up to date policies, the Council will struggle to deliver its Climate Change and Biodiversity promises and demonstrate progress
- There is a risk of reputational damage if the Council does not act responsibly and decisively to support the environment and fulfil its commitments

## **6.3 Legal**

The preparation of this policy is being undertaken in order to support compliance with the Council's statutory obligations and its corporate strategy aims and objectives. There are no direct legal implications from the adoption of this policy, however the implementation of proposed activities may need their own consideration of the relevant legal issues linked to those projects.



## **6.4 Equality, diversity, and inclusion**

“There are no direct equality, diversity or inclusion implications in this report. Equality impact assessments are carried out, when necessary, across the council to ensure service delivery meets the requirements of the Public Sector Equality Duty under the Equality Act 2010.”

## **6.5 Climate emergency declaration**

This Biodiversity Policy directly contributes to the Councils environmental and sustainability objectives as set out in the Corporate Plan following the climate emergency declaration.

The Policy will ensure biodiversity and the natural environment are prioritised, protected, and enhanced embedding the requirements of the new Environment Act 2021.

The policy and action plan sets targets for; enhancing the borough natural capital and improving habitat connectivity, ambitious targets for biodiversity net gain on our land and in developments we control, education, community involvement and engagement with communities.

## **7. Consultation and engagement**

- 7.1 This policy has been written in conjunction with Surrey Wildlife Trust
- 7.2 During 2021 there were two rounds of consultation with Town and Parish Councils, stakeholders and other partners the feedback has been built into the Policy
- 7.3 The policy has been shared with Councillors Mirylees, Townsend and Williams as portfolio holder and invited feedback and comment
- 7.4 The policy has also been shared with heads of service, planning policy and housing delivery teams
- 7.5 The policy has been to the Services Overview and Scrutiny Committee where feedback and comment were received and the policy is now in its 20<sup>th</sup> version

## **8. Other options considered**

- 8.1 Do nothing is not an option. The Environment Act 2021 places legal responsibilities on the Council to act and produce plans and policies. The Biodiversity Policy is the first important step in understanding the natural resources in the Borough and building for the future.

## **9. Governance journey**

9.1 This policy will be considered by, Policy Overview & Scrutiny Committee and Executive Committee.

**Annexes:**

Annexe 1 – *Biodiversity Policy*

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**Background Papers**

There are no background papers, as defined by Section 100D(5) of the Local Government Act 1972).

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**CONTACT OFFICER:**

Name: Matthew Lank  
Position: Greenspaces Manager  
Telephone: 01483 523190  
Email: matt.lank@waverley.gov.uk

Agreed and signed off by:  
Legal Services: 11/10/22  
Head of Finance: 14/10/22  
Strategic Director: date  
Portfolio Holder: date



# Waverley Borough Council Biodiversity Policy and Action Plan 2022 - 2032

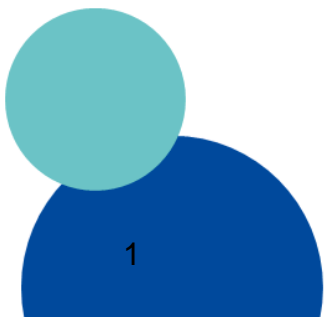
Policy Reference

Date of Adoption

Date of last review

Date of next review

Lead officer – Head Ranger – Parks and Countryside



## Document Information & Governance

### Approval & Publication

Approving Body	Approval route requirement	Publication Type	Publication requirement	Review frequency	Document owner	Next Review Date
Executive Committee	Overview & Scrutiny Committee Policy	Internal and external	There are no legal or constitutional requirements for publication	Annual	David Olliver	To be confirmed

### Version Control Information

Version	Version Status (Draft, Approved /Published Internally or Externally)	Date	Version Comment	Version Author
V0.2	1 <sup>st</sup> Draft	28/10/21	Further amendments by Surrey Wildlife Trust and comments from Greenspaces Manager.	Gabrielle Graham and David Olliver
V0.3	2 <sup>nd</sup> Draft	03/11/21	Amendments by SWT Ecology Services and comments by Waverley Borough Council	Gabrielle Graham
V0.4	3 <sup>rd</sup> Draft	04/11/21	Formatting changes and addition of Biodiversity history in the borough	Matt Lank/David Olliver
V0.5	4 <sup>th</sup> Draft	05/11/21	Further formatting addition of subheadings and extra text in various areas. See also comments for further changes and details required	Matt Lank
V0.6	5 <sup>th</sup> Draft	11/11/21	Final review	Gabrielle Graham
V0.7	6 <sup>th</sup> Draft	24/11/21	Woodland mgt. plan additions and still some comments to answer	Matt Lank
V0.8	7 <sup>th</sup> Draft	30/11/21	Comments and amendments to content	Arno Spaarkogel/Matt Lank
V0.9	8 <sup>th</sup> Draft	22/12/21	Comments and amendments to text	David Olliver/Matt Lank
V0.10	9 <sup>th</sup> Draft	10/1/22	Final proof-read	Gabrielle Graham

Version	Version Status (Draft, Approved /Published Internally Externally) or	Date	Version Comment	Version Author
V0.11	10 <sup>th</sup> Draft	11/01/22	Further minor amendments; clarify 20% BNG on Council land, addition of Planning Policy comments	David Olliver/Matt Lank
V0.12	11 <sup>th</sup> Draft	06/02/22	Incorporating Councillor feedback. Spelling and grammar corrections, updated Table 5 & Appendix 2.	David Olliver
V0.13	12 <sup>th</sup> Draft	23/02/22	Further document revision following Cllr comments, changes to appendices, tables, policy wording, shortening sections reducing page count.	Matt Lank
V0.14	13 <sup>th</sup> Draft	09/03/22	Further wording revisions and amendments to action plan. Foreword amended. Additions to habitats and species lists in appendix 2	Matt Lank
V0.15	14 <sup>th</sup> Draft	23/03/22	Minor amendments to action plan, BNG 20% wording and section heading change from Natural Capital Funding to Biodiversity Funding	Matt Lank
V0.16	15 <sup>th</sup> Draft	16/08/22	Outline budgets requirements added, more cost detail identified in action plan, current work already being delivered identified, revised SCC verges section, removed key species column from Annexe 2. Change of content order. New section added outlining Policy coverage and structure	Matt Lank
V0.17	16 <sup>th</sup> Draft	26/08/22	Formatting	Gabrielle Graham
V0.18	17 <sup>th</sup> Draft	26/08/22	Formatting	Gabrielle Graham
V0.19	18 <sup>th</sup> Draft	21/09/22	Minor formatting and comments received from portfolio holders	Matt Lank
V0.20	19 <sup>th</sup> Draft	14/10/22	Added Badgers Act to legislative text and also additions to defining biodiversity	Matt Lank

## Impact Assessments and Consideration

Impact Assessment Type	Required / Not Required	Date Completed	Impact Assessments and Considerations Comment	Assessment Owner
Equality Impact Assessment	Screening completed	11/10/22	Full assessment not required	Faye Pringle
Health in all Policies	Not required	N/A	N/A	N/A
Data Protection Impact Assessment	Not required	N/A	N/A	N/A

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## 1 Foreword

*We are extremely proud to introduce Waverley Borough Council's first Biodiversity Policy, setting out our plans for the next 10 years. We know how important the borough's green spaces are to its residents of all ages, many of whom have discovered them for the very first time during the pandemic.*

*We are extremely fortunate as a council to have some exceptional areas under our stewardship, including sites of special scientific interest, local nature reserves and sites of nature conservation importance, amongst others, which are some of the country's best wildlife and geological sites and include some of the most spectacular and beautiful habitats.*

*However, human impacts are driving significant changes to our local wildlife and habitats, these include intensification of farming, increases in urbanisation and changes in global temperatures. The interrelationship between climate change and biodiversity is extensive, and protecting and improving the abundance, distribution, and ecology of the UK's wildlife is critical to our future. This is an area we know that many residents care deeply about and expect the council to lead on.*

*In 2019 the council declared a Climate Emergency and has been working hard to meet its aim to become carbon-neutral by 2030. Our adopted Carbon Neutrality Action Plan included the development and implementation of this Biodiversity Policy and Action Plan to improve the natural environment across areas that we manage, and to encourage other organisations and residents across the borough to do the same.*

*This policy document sets a clear vision in how we as a council will manage our green spaces, create site specific management plans and engage with residents, voluntary groups and organisations across the borough to improve the natural environment of Waverley through enriching our biodiversity, increasing habitat connectivity across the landscape, and providing a central biodiversity community hub to promote, encourage and enhance engagement across the borough.*

Cllrs Liz Townsend, portfolio holder for Planning and Economic Development, Steve Williams, portfolio holder for the Environment and Kika Mirylees, portfolio holder for Health, Wellbeing, Parks and Leisure.

## **2 Policy Coverage and Structure**

### **2.1 Policy Coverage**

This policy is intended to cover the activities of the council on its own land holding with the intention to ensure that the council works consistently towards delivering biodiversity improvements on areas it is responsible for. The land holding of the council covers areas such as; Parks & Recreational Grounds, Countryside, Woodlands, Cemeteries & Churchyards, Green Spaces, Housing Estates & Senior Living areas, Car Parks, land around Council properties and Leased out land.

This policy document is not planning policy as it only covers the management of council land assets. Policies relating to Biodiversity and planning can be found in the Local Plan (Part 1 and Part 2) and presently there is a Climate and Sustainability Supplementary Planning Document (SPD) that is being prepared by the council's Planning Policy team, which will detail how the council will consider climate change when assessing planning applications.

### **2.2 Policy Structure**

The policy is set out in different sections as outlined in the table of contents bringing together the varying elements required to create a Biodiversity Policy.

In section 3 the council's Vision and Aims in relation to enriching local biodiversity, increasing habitat connectivity across the borough's landscape and promoting and enhancing community engagement are set out. Section 4 summaries the various policy statements in Table 1, summarising the individual sections of the policy so that they are easy to access.

There are several important appendices attached to the policy, including Appendix 2 listing all the council's major green space holdings in the borough, summarising the various site designations and their locations; Appendix 4 outlines current budgets and forecasts. Appendix 6, details the important action plan, setting out how the council will take action to improve, enhance and increase local biodiversity across the borough.

## 3 Policy Vision and Aims

### 3.1 Vision

In managing its green spaces, the council's vision is to improve Waverley's natural environment by enriching the borough's biodiversity, increasing habitat connectivity across the landscape, and providing a central biodiversity community hub to promote, encourage and enhance community engagement and linkages across the borough.

### 3.2 Aims

The Biodiversity Policy aims to:

- Ensure open spaces are managed to maximise biodiversity and provide access to diverse open spaces to residents
- Ensure the council operates within the law and adheres to best practice
- Raise awareness of the benefits and value of good quality, accessible, biodiversity rich open spaces
- Identify priorities for future investment and ensures the best use of available resources
- Plan for and mitigate the effects of climate change
- Support the delivery of local initiatives
- Develop and deliver a robust monitoring strategy
- Develop a coherent and co-ordinated plan for nature recovery, restoration and protection across Waverley that integrates with the relevant Local Nature Recovery Strategy as required by the Environment Act 2021.
- Provide a framework for biodiversity net gain initiatives based on planning approvals across Waverley.

## 4 Summary of Policy Statements Supporting the Biodiversity Policy

The Biodiversity Policy statements are presented in Table 1 as an easy reference summary.

**Table 1: Policy Statements**

Topic	Statement number	Statement
Habitat Management	1	The council will prioritise management and habitat creation to maximise biodiversity and connectivity across the landscape.
	2	The council will ensure there is a current habitat management plan or statement for all sites or habitat types it manages and that these fully consider habitat connectivity.
Biodiversity Funding	3	The council will ensure the efficient use of existing resources and identify future opportunities for capital delivery by S106, Community Infrastructure Levy (CIL), or other external funding wherever possible to maintain and improve green space infrastructure.
	4	Where the council identifies suitable opportunities to accept biodiversity net gain offset funding on its own land, or where it is directly delivering projects, we will aim to deliver 20% biodiversity net gain for those developments wherever possible.
Planning	5	The council will ensure Development Management consults the Greenspaces Team for planning applications that create new green spaces, have a landscaping strategy, impact common land and/or impacts a SSSI, NR, SNCI, have implications for the LNRS and/or are seeking BNG offsite opportunities.
Education	6	The council will identify training needs and deliver a training programme for the organisation and its contractors to ensure Biodiversity Policy principles are embedded throughout the organisation.
	7	The council will assist with the signposting of best practice guidance, in partnership with key stakeholders in managing habitat and biodiversity; and ensure its own operations are undertaken following best practice.

Topic	Statement number	Statement
Communication	8	The council will work in partnership with primary care givers and community support teams to deliver green social prescribing measures within its green spaces.
	9	The council will develop a communication strategy in relation to biodiversity initiatives and maintenance works, specifically identifying the objective of the initiative, method of delivery and outcomes.
Partnerships	10	The council will cultivate positive partnerships across the borough and identify key projects it can support, sharing resources, where possible and proactively engaging with the local community and local authorities.
	11	The council will extend data sharing agreements with external organisations to increase efficiency and accuracy of data used for management and monitoring.
Monitoring	12	The council will develop a costed monitoring regime across all sites or habitats it manages to support and guide their management.
	13	The council will review this policy every five years, or as required, and will report to councillors and the community on the delivery of this Biodiversity Policy and Action Plan.
Third Parties	14	The council will ensure that third parties maintaining council-owned land, comply with the Biodiversity Policy. When maintaining land on behalf of a third party, the principles of this policy will be delivered wherever possible.

## **5 Waverley Borough Climate Change and Sustainability Strategy**

### **5.1 Council Declaration**

On 18 September 2019, Waverley Borough Council unanimously declared a Climate Emergency and committed itself to being carbon neutral by 2030 to help reduce the risk of temperatures rising more than 1.5°C. Whilst climate change needs to be tackled at national or international level, all levels of government, communities, businesses, and individuals have a role to play in addressing climate change.

The council has a key role to play in mitigating the effects of climate change. The council will focus on doing all it can to lessen climate change by reducing its emissions on council owned sites and in the services provided. The council will ensure its services are resilient and adaptable enough to respond to the impacts of climate change and will provide community leadership so that residents and businesses are able to get involved in preventing climate change rather than simply preparing for it.

### **5.2 Corporate Strategy**

To reinforce the council's commitment to Climate Change and sustainability the council has a recently adopted corporate strategy outlining the council's vision, the council is committed to promoting and sustaining a sense of responsibility by all for our environment, promoting biodiversity, championing the green economy, and protecting our planet.

The aim is to become a net zero-carbon council by 2030, encouraging carbon reduction and the promotion of biodiversity and sustainable homes, businesses, and transport across the borough. The council will achieve this by working with partners to ensure the environmental stewardship of our open spaces are of the highest quality including the promotion of biodiversity, rewilding, and phasing out pesticide use other than in exceptional and defined circumstances.

To be a sustainable council, it is important that the council does all it can do within its power to safeguard our environment for present and future generations and play our part in promoting biodiversity as well as making our contribution to preventing the extremely profound consequences of severe climate change through carbon reduction strategies.

## 6 What is Biodiversity and why it matters?

### 6.1 Biodiversity Defined

No one definition of biodiversity exists, however all definitions point to the variety of life, from the building blocks of life, genes, to individual species and ecosystems. Through thousands of millennia, these have evolved to make life possible on planet Earth. Biodiversity gives us the air we breathe, water we drink and food we eat. Without biodiversity, we have no life.

### 6.2 Why we should conserve and enhance it

Every species on this planet has evolved to do a specific task. The loss of one of these species destabilises the fine balance that has taken millennia to establish. Whilst technology can help cushion some of these changes, it cannot replace the valuable role that biodiversity brings to our everyday life.

The planet is hugely diverse and whilst we've only recorded approximately 1.5 million species, it is likely that there are several million more (Sweetlove, 2011). We often concentrate attention on the conservation of popular species of mammals and birds, however 95% of known animal species are invertebrates and lack a backbone (Centre for Biological Diversity, Accessed in 2021), such as insects, spiders and worms and they too are declining alarmingly, without yet making the headlines. Whilst these creatures maybe unattractive or repellent to some people, they are vital components of the ecosystem. Declines in invertebrate species will have catastrophic impacts on the planet. Not only do they pollinate plants and ensure our crops grow and fruit, but they have a very important role in decomposing dead matter, fertilising the soil, and feeding species higher up the food chain.

Whilst much focus is placed on animals, equally important to a healthy fully functioning ecosystem is the role played by plants, fungi and microbes. Without these organisms unpinning the ecosystem, other life simply would not be able to exist.

Collectively all life on earth is interdependent and in a state of dynamic balance. This balance is sadly being damaged and disrupted, in some cases drastically by the influence of humans.

Biodiversity and climate change are inextricably linked. Tackling climate change will help tackle the loss in biodiversity and vice versa. Biodiversity declines in the U.K is also linked to the extensive loss and degradation of habitats. The U.K has half of its biodiversity left, meaning it is the least diverse in the G7 countries and is within the bottom 10% of all countries globally (Davis, 2020).



## **7 Council's focus on Biodiversity**

### **7.1 Council Commitment to Biodiversity**

As a custodian of several statutory and non-statutory designated sites (e.g. SSSIs, SNCIs etc) across the borough the council has been able to ensure a steady and continuous commitment to the understanding, protection, and enhancement of the borough's natural environment.

The council operates a highly skilled Parks & Countryside team consisting of Countryside Rangers, Tree Officers and Greenspaces Officers who work alongside 300 community volunteers, work placement students and PhD students undertaking project and maintenance work across the sites that the council is responsible for.

The council works with community volunteers to undertake a range of wildlife surveys and monitoring as well as working with professional wildlife recorders to ensure we build up and maintain species records for our sites.

Officers have close working partnerships, sharing best practice with organisations and groups committed to the environment including the National Trust, Environment Agency, Natural England, Surrey Wildlife Trust, Forestry Commission, Surrey Amphibian Reptile Group, Amphibian Reptile Conservation, Surrey County Council, Butterfly Conservation and Open Spaces Society as well as local and national community groups to adopt a joined-up approach to sites management and ensure the council remains a up to date and continuing to maintain best practise on our sites.

In addition, the council also manages the Grounds Maintenance contract which includes conservation grass cutting and has managed schemes such as Plantlife's No Mow May Campaign, whilst also introducing a Pesticides Policy requiring the phasing out of pesticide usage. The appointed contractor works closely with officers to understand and implement environmental enhancements. The Countryside Ranger team also use other appointed specialist contractors and organisations to help deliver the required site objectives and maximise biodiversity opportunities.

### **7.2 Achievements**

The council has successfully delivered environmental improvements under several Environmental Stewardship Agreements for the last 12 years and continues to work in partnership with Natural England to ensure we continue to do so.

Significant achievements include sites receiving the highest environment assessment by Natural England of being in favourable condition, bringing key sites under long term management plans and woodland management plans, undertaking extensive National Vegetation Classification (NVC) assessment, implementing grazing regimes at Farnham Park and Lammas Lands, Godalming. Desilting, and maintaining the series

of ponds across the borough and developing long term management of ditches and watercourses. The council has achieved 10 Green Flag Awards for its green spaces, eight of which are managed specifically for conservation and ecological purposes.

Appendix 2 highlights sites, designations, funding streams, and management of environmental areas. The council continues to develop and strive for excellence with Natural England identifying sites as improving and in favourable condition and survey, monitoring and community activity ensuring current and frequent targeted management.

### **7.3 Enforcement and influencing**

The council is committed to protecting the natural environment against inappropriate development. The council aims to provide considered scrutiny to residential encroachments such as driveway creation and will enforce where there has been boundary encroachment and green waste dumping by residents wherever possible as well as preventing planting with unauthorised/inappropriate trees or plants on sites directly under the council's control.

The council also influences and directs utility and service providers wherever possible to ensure that the methods used for their operations have the least impact on the environment, such as no dig zones, tree protection areas and outlining limits to avoid environmental damage.

The council is committed to enforcing site by-laws, preventing unauthorised activities which have the potential to cause environmental damage. The council works closely with the Police, Surrey Fire and Rescue and other emergency services to ensure anti-social behaviours are prevented as much as possible and on heathland sites a fully developed system of fire breaks is created and maintained.

The council is committed to undertaking our statutory duties regarding blue-green algal events and invasive plant species across the borough.

The council also recognises that providing opportunities for the public to engage with the natural environment, enjoying the mental and physical benefits of the green gym, can foster increased respect for the local environment with associated biodiversity gains.

## **8 Policy Background**

### **8.1 International Context**

In August 2021 the Intergovernmental Panel on Climate Change (IPCC) confirmed that human influence has warmed the atmosphere, ocean, and land, resulting in widespread and rapid changes around the planet. Many of these are irreversible and will be evident for many centuries and millennia. Their impacts will increase temperature extremes and heavy rainfall events, resulting in droughts affecting agriculture and significantly impacting our day to day lives around the planet; with many of these already being felt at a global, national, and local level.

Climate change has a considerable influence on biodiversity at all levels. We must remain alert to understanding the changing local threats to biodiversity in all their forms and ensuring appropriate action is taken to mitigate and where possible reduce and remove these.

Action at all levels across society is essential to combatting climate change and its impacts on biodiversity.

### **8.2 County context**

In 2017, Surrey's State of Nature reported a 56% decline in wildlife species populations between 1970 and 2013 in Surrey (Waite, 2017) and (Surrey Nature Partnership, 2019c), reflecting a national decline (State of Nature Partnership, 2019)

Surrey is one of the 15 most populated counties in the U.K, resulting in significant pressures to biodiversity from development leading to habitat degradation, fragmentation, and loss.

The last few years has shown us how ruptures in ecosystems can have detrimental impacts to human health and wellbeing and affect food and water supplies. Protecting biodiversity is key to limiting the impact of climate change.

### **8.3 Borough context**

The council recognises its role in mitigating the effects of climate change, both as a community leader and through the services it provides. This reflects the powerful voice of the growing population who are demanding that individuals, companies, organisations and governments take responsibility for their actions and take steps to reduce, reuse and recycle, thereby minimising their carbon footprint and contributing to the protection and enhancement of our natural world.

This was supported by residents in 2020 following a public consultation where 70% of respondents indicated their desire to see Waverley Borough Council lead on climate change action (Waverley Borough Council, 2020).

In response to this feedback the council declared a climate emergency and committed itself to being carbon neutral by 2030 recognising the need to:

- Mitigate the effects of the climate and biodiversity crisis as a community leader, through the services it provides and the management of land under its control
- Support and encourage efforts to promote biodiversity across the borough through its influence over the planning process and its engagement with other stakeholders

Waverley Borough Council has adopted a Carbon Neutrality Action Plan that focuses on the following seven themes (Waverley Borough Council, 2019):

- Organisational emissions
- Active travel and air quality
- Energy generation
- Built environment (housing and planning)
- Waste and resources
- Land use and adaptation
- Supporting a green economy

One of the key actions of the adopted Carbon Neutrality Action Plan was the development and implementation of a Biodiversity Policy and Action Plan that enhances the natural environment. This policy complements the Pesticide Policy (Waverley Borough Council, 2020) and Tree and Woodland Management Policy (Waverley Borough Council, 2022) to ensure that the Council:

- Manages and monitors habitats within the borough to maximise biodiversity
- Provides leadership across the borough to inspire others
- Supports residents, parishes, and local initiatives to promote biodiversity

This document forms the council's Biodiversity Policy and Action Plan. It applies to the current and future open and greenspace managed by the council and provides a framework for biodiversity consideration across all the council's activities.

In delivering its duties, Waverley Borough Council's Biodiversity Policy must adhere to relevant legislation, as detailed in Appendix 1.

This Biodiversity Policy must complement other policies including:

- Local Plan Part 1: Policies NE1, NE1, NE2, NE3, CC1, CC2 and CC3 (Waverley Borough Council, 2018)
- Emerging Local Plan Part 2: Policies DM1, DM6, DM9 and DM11 (Waverley Borough Council , 2020b)
- Climate Emergency Action Plan (Waverley Borough Council, 2019)
- Pesticides Policy and Action Plan (Waverley Borough Council, 2020)
- Tree and Woodland Policy and Action Plan (Waverley Borough Council, 2022)
- Local policies detailed in Table 2 (below)
- Surrey County Council’s Tree Policy (Surrey County Council, 2020).
- Biodiversity Opportunity Area Policies (Surrey Nature Partnership, 2019a)

**Table 2: Local policies linked to Biodiversity within the Borough**

Policy reference	Objectives
(Farnham Town Council, 2021)	<ul style="list-style-type: none"> <li>• Working in partnership</li> <li>• Ensuring all sites in ownership have 10-year management plan</li> <li>• Strengthen wildlife corridors</li> <li>• All sites owned and managed to achieve status of Local Wildlife Site</li> <li>• Protection of species and habitats</li> <li>• Review of planning application considering latest guidance in relation to protected species and habitats</li> </ul> <p>Review policy every five years</p>
(Haslemere Town Council, 2021)	<ul style="list-style-type: none"> <li>• Policy H9: Policy to support the protection and enhancement of trees and native hedgerows</li> <li>• Policy H11: Identified suitable Local Greenspaces and include Green Fingers that provide connectivity across the landscape</li> <li>• Policy H12: details measures to protect and enhance the ecological network across the Neighbourhood Plan area</li> <li>• Review Neighbourhood Plan in 2032</li> </ul> <p>In addition to the above, the Haslemere Biodiversity Project works with the local community to support and deliver local initiatives such as developing a network of hedgerows and undertaking surveys to identify measures to better manage river corridors to promote riparian species such as otter and water vole.</p>
(Bramley Parish Council, 2017)	BNP-E2: protects and enhances connectivity and free movement of wildlife along wildlife corridors and habitats
(Godalming and Farncombe Neighbourhood Plan Group, 2019)	GOD12: provides protection for Godalming’s tree-lined hillsides and recognises their importance to the character and setting of Godalming and Farncombe, development is expected to preserve the profile of the skyline and ensure buildings are not unduly prominent.

Policy reference	Objectives
(Witley Neighbourhood Plan Group, 2020)	<ul style="list-style-type: none"> <li>• Policy NE1 aims to maximise biodiversity through the creation of coherent ecological networks and protecting existing ecological assets.</li> <li>• Policy NE2 aims to protect trees and hedgerows</li> </ul> <p>Policy NE3 requires methods to appropriately assess the impact of development on biodiversity. Development should consider and incorporate biodiversity features.</p>
Wonersh Environmental Advisory Group (personal communication)	<ul style="list-style-type: none"> <li>• Although no specific policies have been developed, the group has been proactive in managing open spaces for biodiversity including invasive species management, undertaking wildflower trials and hedgerow planting.</li> </ul> <p>Actions are published on their Facebook page.</p>
(Cranleigh Parish Council, 2021)	<ul style="list-style-type: none"> <li>• Policy CRAN6 Natural Landscape and Rural Character detailing that all development proposal should maintain and enhance the natural environment, retain landscape features and enhance rural character.</li> <li>• Encourage projects that include principles as defined in the policy.</li> </ul> <p>Identification of local green spaces</p>

## 9 The Council's Greenspaces and Biodiversity resource

### 9.1 The Council's Land Holding

The council manages over 2200 ha of land, comprising more than 500 individual sites, which support: woodland, parkland, grasslands, heathland, wetlands, watercourses, and farmland. As well as amenity spaces and public open spaces, cemeteries, churchyards, and road verges. Some of these sites are protected:

- By law:
  - Special Protection Areas
  - Special Areas of Conservation
  - Sites of Special Scientific Interest
  - Local Nature Reserve
  - Local Geological sites
  
- Through planning policy:
  - Sites of Nature Conservation Importance
  - Common land

Further information on council managed sites is provided in Appendix 2, including their level of protection, key species, and partnerships. Sites protected by law and planning policy including those managed by the council are presented in Figures 1, 2 and 3.

The council is predominantly responsible for managing these sites, except where they are leased to third parties. The services are delivered through contractors and the Greenspaces Team supported by volunteers.

Management plans have been developed for several of the sites containing common land or protected in law, however none have been developed for other open spaces, such as road verges, parks, cemeteries and churchyards and housing estates. Management plan expiry dates are presented Appendix 2.

### 9.2 Biodiversity Opportunity Areas (BOAs)

The council will take a targeted approach in improving the management of sites within designated BOAs as well as restoring and re-creating Habitats of Principal Importance (HPI) in line with conservation priorities across sites.

#### 9.2.1 What are biodiversity opportunity areas?

The Surrey Nature Partnership defines Biodiversity Opportunity Areas (BOAs) as: “a spatial concentration of already recognised and protected sites for wildlife

conservation (its ‘Foundation’ sites), inside a boundary that also includes further but as yet un-registered ‘Priority habitat’ types (plus some other essentially undeveloped land-uses); all of which have common and contiguous geological, soil, hydrological and topographic characteristics to those of the Foundation sites”. As such, BOAs represent those areas where improved habitat management, as well as efforts to restore and re-create Priority habitats will be most effective in enhancing connectivity to benefit recovery of Priority species in a fragmented landscape. They are therefore the basis for achieving recovery of a coherent and resilient ecological network in Surrey (Surrey Nature Partnership, 2019b)

Further information relating to BOAs can be found in [Biodiversity opportunity areas Surrey nature partnership 2015](#)

### 9.2.2 Biodiversity Opportunity Areas in the Borough

Eight Biodiversity Opportunity Areas (BOAs) are located within the Borough. Priorities associated with these are presented in Table 3 (as obtained from (Surrey Nature Partnership, 2019). Further details are available within each policy statement for the relevant BOA.

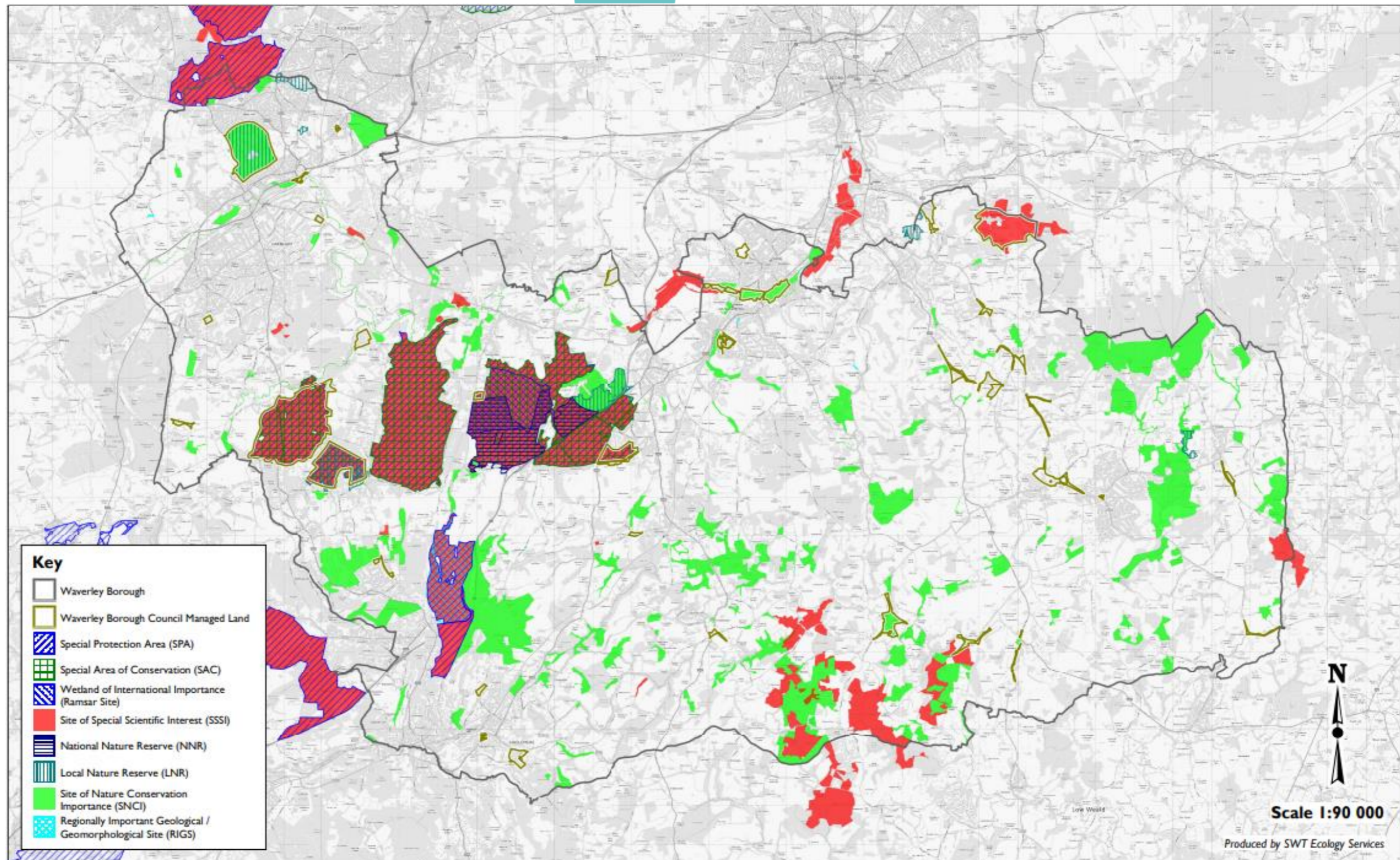
**Table 3: Biodiversity Opportunity Areas within Waverley Borough Council**

BOA Area	BOA Number	BOA Name	Priorities
North Downs	ND01	North Downs Scarp; The Hog’s Back	Opportunity to steer restoration obligations to complement adjacent BOA
Wealden Greensands	WG01	Puttenham & Crooksbury	Priority habitat enhancement & creation opportunities adjacent to BOA
	WG02	Farnham Heath	Priority habitat restoration potential; Heathland, Acid grassland, Native woodland. Important Sand lizard populations requiring connectivity management Native woodland & Heathland restoration opportunities realised by private owner
	WG03 – WG04	Thursley, Hankley & Frensham Heaths/Devil’s Punch Bowl & Hindhead Heaths	Priority habitat restoration & creation to enhance key corridor opportunities between BOAs



BOA Area	BOA Number	BOA Name	Priorities
Low Weald	WG04 – LW01	Devil's Punch Bowl & Hindhead Heaths/Chiddingfold & West Weald Woodlands	
	WG05	Hascombe, Winkworth & Hydon's Heath & Woodlands	Wetland habitat creation opportunities, inc. Reedbeds
	LW01	Chiddingfold & West Weald Woodlands	SNCI enhancements, Native Woodland, Meadows, Ponds restoration & creation opportunities under any proposed development scheme
Rivers	R04	River Wey & tributaries; Upper	Opportunity for Floodplain grazing, marsh creation/restoration & reconnecting meanders, in-channel enhancements, connectivity through SANG proposals
		River Wey; Cranleigh Waters	Priority habitat creation/restoration opportunities alongside canal restoration project

Figure 1: Waverley Borough Council Biodiversity Strategy: Statutory and Non-statutory Designated Sites for Nature Conservation – Summary Overview

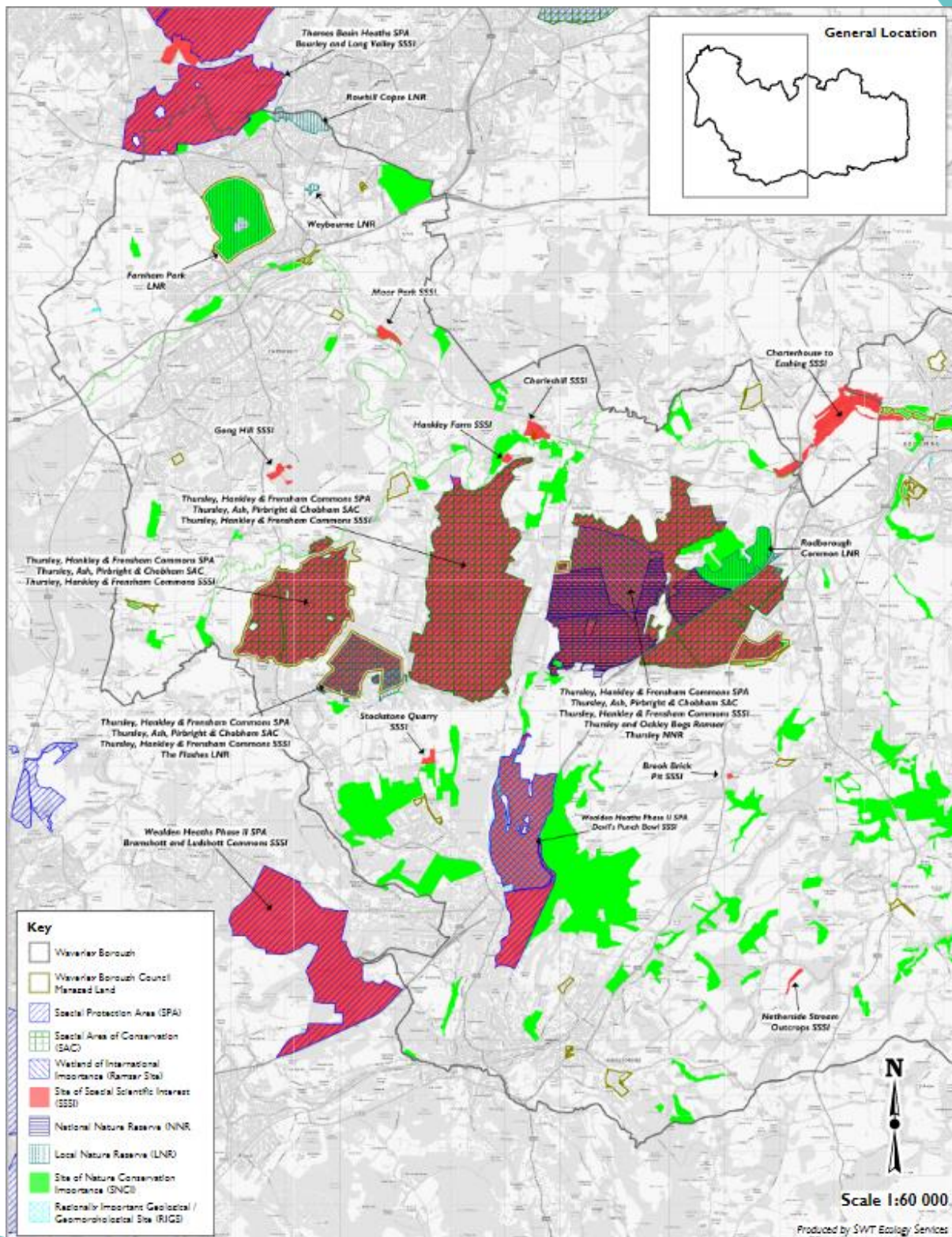


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4239-1, October 2021

**Figure 1: Waverley Borough Council Biodiversity Strategy: Statutory and Non-statutory Designated Sites for Nature Conservation - Summary Overview**



**Figure 2: Waverley Borough Council Biodiversity Strategy: Statutory and non-statutory Designated Sites for Nature Conservation – East**



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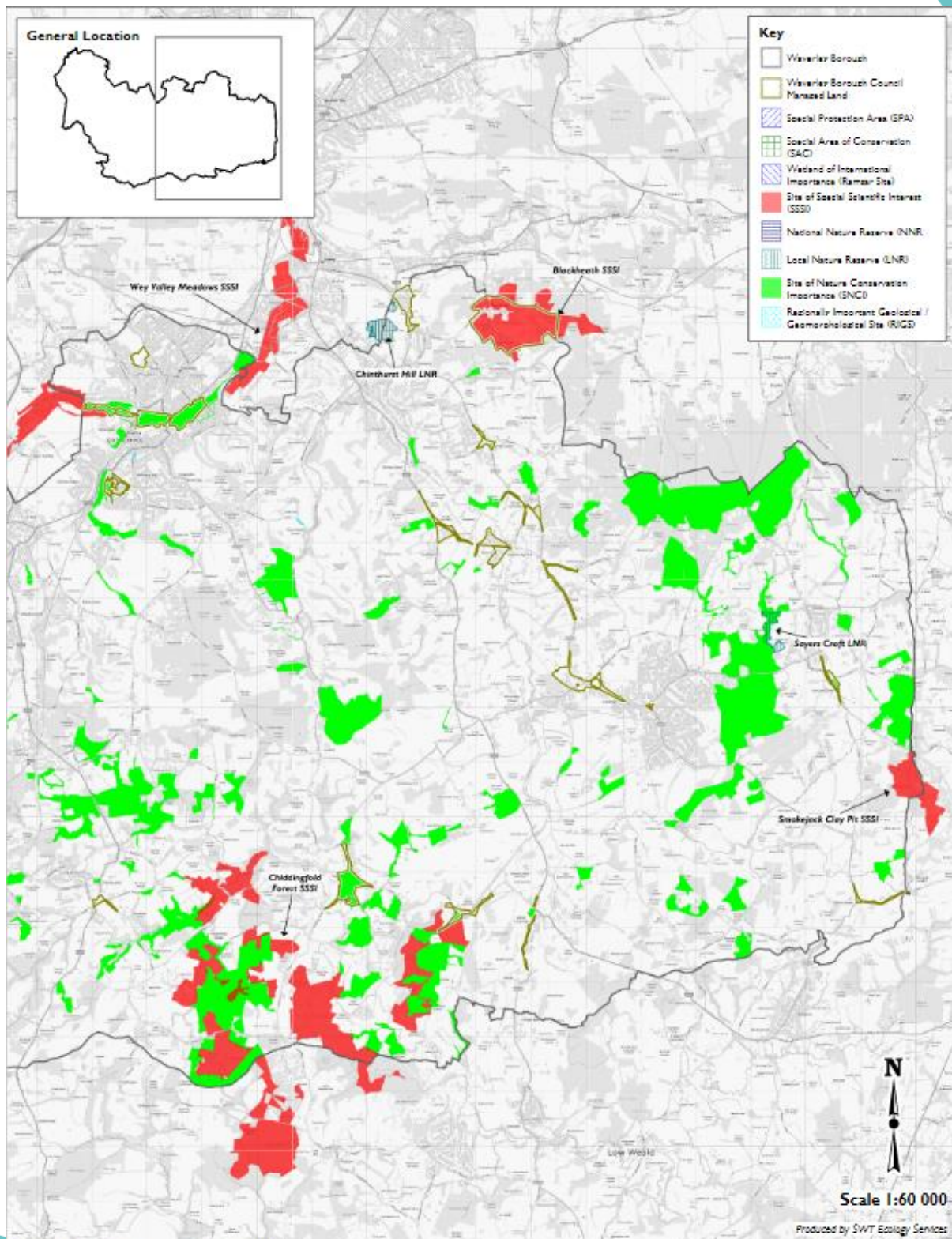
**Figure 2: Waverley Borough Council Biodiversity Strategy: Statutory and non-statutory Designated Sites for Nature Conservation – East**

Non-statutory Designated Sites for Nature Conservation - East



**Ecology Services**

**Figure 3: Waverley Borough Council Biodiversity Strategy: Statutory and Non-statutory Designated Sites for Nature Conservation – West**



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**Figure 3: Waverley Borough Council Biodiversity Strategy: Statutory and Non-statutory Designated Sites for Nature Conservation – West**

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**Ecology Services**

### 9.3 Waverley Borough Habitats

Waverley borough supports a diverse range of habitats across 15 landscape characters (HDA, 2015) including:

- Chalk down with woodland
- Open chalk farmland
- Chalk ridge
- Wooded north down
- Open greensand hills
- Wooded greensand plateau
- Greensand valley
- Wooded greensand hills
- Rolling clay farmland
- Wooded rolling clay lands
- Mudstone plateau
- River floodplain
- River valley floor
- Sandy woodland
- Wooded low Weald

Broadly these habitats can be summarised as:

- Woodland and parkland
- Grasslands
- Heathlands
- Wetlands
- Watercourses
- Green spaces
- Cemeteries and churchyards
- Road verges
- Hedges

A brief description of these is provided below.

#### 9.3.1 Woodland & Parkland

Surrey is the most wooded county in England, with an estimated 21% woodland cover (Waite, 2017) (Surrey Nature Partnership, 2020), whilst the Borough itself has an estimated 34%. This is compared with a national average of 13%.

Woodland habitats of principal importance in the borough include (Waverley Borough Council, 2018a):

- Mixed deciduous woodland
- Beech and Yew woodland
- Wet woodland
- Wood-pasture and parkland
- Traditional orchards
- Scots Pine, self-seeded as well as plantations, often on poor soils or (ex-) heathland sites

Much of the woodland and parkland habitat are within private ownership. Woodland and parkland provide valuable habitat for several protected species and species of conservation concern, and common species, such as higher and lower plants, birds, mammals, and invertebrates.

### 9.3.2 Semi-natural grasslands and heathlands

The borough supports a range of grassland and heathland habitats including (Waverley Borough Council, 2018a):

- Lowland meadows
- Lowland calcareous grassland
- Floodplain grazing marsh
- Lowland heathlands (lowland fens)

These habitats are generally created and maintained through early clearing of woodland to develop agriculture and as such are always in a state of flux, shifting towards successional scrub and young woodland (Waite, 2017). The rarer habitats, such as lowland calcareous grassland and lowland fens, are often already protected habitats and are managed for conservation purposes, however some pockets of these habitats are likely to be found in private ownership. These habitats are key to higher and lower plant, invertebrate, mammal, reptile, amphibian, and bird species.

### 9.3.3 Wetlands and watercourses

Wetland is a broad term covering several types of habitats (Waite, 2017). Within the borough, this includes the following habitats of principal importance (Waverley Borough Council, 2018a; Waverley Borough Council, 2018b):

- Reedbeds
- Rivers
- Standing open water
- Ponds

Key wetland features within the council's management include Frensham Great Pond, including a reedbed system in this location. Several other waterbodies are present across the borough, with a large population of great crested newts around the Cranleigh area. The council works with The Environment Agency across the Lammas Lands, Godalming, which is managed for overwintering wader species. The site is being grazed during summer months. Weybourne Local Nature Reserve is also an important wetland habitat. Wetlands are key for higher and lower plant, invertebrate, amphibian, fish, mammal, reptile, and bird species.

#### **9.3.4 Farmland**

Farmland is abundant in the Borough, with most of the borough being rural (Waverley Borough Council, 2018b). Agriculture accounts for 16% of the borough's total business revenue, demonstrating its importance in the local economy. The key habitat of principle importance for biodiversity is arable field margins (Waverley Borough Council, 2018a). This habitat is key for rare flora species, in addition to bird and invertebrate species.

#### **9.3.5 Green Spaces**

Whilst most of the population live in the main urban settlements of Farnham, Godalming, Haslemere and Cranleigh (Waverley Borough Council, 2018b), many residents enjoy living in the borough's villages and hamlets which form a key element of the borough's rural character. Both the urban and rural areas of the borough are well served by green spaces. Green spaces are those that can be used by members of the public for leisure and in this case also include recreation grounds, parks, allotments, green spaces within housing estates and senior living areas.

Although the primary purpose for these spaces is the provision of amenity to people they provide opportunities for common bird species, mammals, reptiles, amphibians and higher and lower plant and invertebrate species. Opportunities to enhance these for biodiversity whilst continuing to provide amenity to the population exist and should be progressed.

Within land under the council's control changes have already been made to the management practices to support the local flora and will continue to be made on additional sites.

#### **9.3.6 Cemeteries and Churchyards**

Most cemeteries and churchyards are managed by local town or parish councils; however, the council manages Sunvale Cemetery in Haslemere and is also responsible for managing nine closed cemeteries that are important refuges for wildlife.

Many cemeteries or churchyards, still support the rich floral diversity that was once common in Britain before modern farming practices destroyed more than 80 percent of our wildflower grasslands. Meadow saxifrage, pignut, bulbous buttercup, cuckoo flower and orchids can flourish between graves. It can be relatively easy to re-establish and increase the numbers of locally rare plants found originally in semi-natural grasslands by altering the grass management practices.

Alterations to the grass management of cemeteries and churchyards that the council manages have already occurred to support wildflowers, insects and pollinators. Following the adoption of the Living Churchyard campaign supported by the Surrey Wildlife Trust and the Diocese of Guildford.

### 9.3.7 Road Verges

The council is responsible for the management of roadside verges across the borough as part of an agency agreement with Surrey County Council highways department, and also as a landowner. This accounts for over 106 ha of roadside verges. Road verges support a diversity of habitats and are key to providing connectivity to biodiversity across the landscape. Over 700 species of wildflower grow on the U.K.'s road verges, accounting for nearly 45% of the U.K.'s total flora (Plantlife, 2021), supporting invertebrate species such as bees, butterflies and bugs, in addition to birds, mammals and reptiles..

However, our road verges are under considerable pressure. Priorities for safety and access, alongside budget constraints, a desire for neatness and difficulties with the collection of litter and grass clippings all mean that enhancing their wildlife value is often low on the list.

During 2021 the council trialled Plantlife's "No Mow May" and "Let it Bloom June" campaigns to start addressing biodiversity losses and to promote our verges as wildlife refuges. A revised "No Mow May" campaign was delivered in 2022. Over the coming years grass cutting operations will be constantly reviewed and improved to ensure the optimum areas are targeted and that the council embeds Plantlife's 'The Good Verge Guide' wherever possible as one strand of our overall strategy to improve biodiversity across the Borough. Vegetation surveys will be required to identify those areas of grass verges where grass cutting operations could be amended further to promote a more biodiverse flora to better support pollinators. These surveys will also be useful to identify areas where grass species dominate and where the council could focus on changing the species composition through improved management.

### 9.3.8 Hedgerows

Hedgerows are vital systems of connectivity as they criss-cross the landscape not only providing valuable habitat for our wildlife but connecting other habitats that would be otherwise be fragmented.



Habitat fragmentation limits the distribution of some species. Fragmentation is dangerous as isolated populations are more at risk of local extinction and without corridors the populations cannot recover. The wildlife corridors provided by hedgerows can alleviate negative impacts of this fragmentation by allowing movement between other areas of habitat. Flying insects like butterflies need sheltered conditions provided by hedges to be able to gain and retain the heat necessary to fly.

Protected species, such as hazel dormouse, bats, reptiles and great-crested newt require well connected networks of hedgerows, rather than individual hedgerows, emphasising the importance of hedgerows at a landscape level. Bats use them to commute between roosting and feeding sites and the shelter hedges provide makes it easier for them, and importantly their insect prey, to fly on windy nights.

Poor quality, fragmented hedges are also known to be detrimental to several farmland birds. Understanding the importance of hedgerows in our countryside and promoting the restoration, health and extent of these connectivity superhighways will be crucial in achieving positive biodiversity and working ecological systems.

## 10 Ecological Threats and Challenges

One of the biggest threats to Surrey's countryside comes from the climate and ecological emergency. Wildlife habitats are at risk, and many of our native species face extinction. The climate emergency and the impact of human activity are degrading the natural environment, resulting in the loss of biodiversity. Biodiversity is in decline and a third of Surrey's wildlife is now either extinct or heading that way.

In 2017 the State of Nature Report for Surrey surveyed 4,242 species and concluded that:

- 12% were now extinct
- 21% were under threat
- 15% were stable
- 3% were increasing
- 49% were not in trouble

Understanding the ecological threats to biodiversity within Waverley is critical in the development of this Biodiversity Policy to ensure that it reflects the actions required to mitigate these.

The ecological threats are presented in Table 4, along with the proposed mitigation in relation to the Biodiversity Policy and the relevant policy number.

Table 4: Ecological threats and challenges and proposed mitigation measures

Ecological Threat and Challenge	Source	Impact on biodiversity	Proposed mitigation relevant to Biodiversity Policy	Relevant Biodiversity policy statement number
Climate change	Increased carbon emissions	<ul style="list-style-type: none"> <li>Loss in biodiversity</li> <li>Increased invasive non-native species and pests</li> <li>Significant changes to weather patterns including increased drought, flooding, fire risk.</li> <li>Changes to species ranges either reduction or expansion.</li> </ul>	<ul style="list-style-type: none"> <li>Increased habitat resilience</li> <li>Habitat management to improve condition</li> <li>Improved education programme</li> <li>Increased collaboration across community</li> <li>Monitoring of performance</li> <li>Close liaison and partnership working with Surrey Fire &amp; Rescue, staff training and specific fire management plans for heathland sites</li> <li>Liaison with Development Management to ensure major projects and those affecting the Nature Recovery Network have appropriately considered impacts to biodiversity.</li> </ul>	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Pollution	<p>Pesticides, dog fouling, litter, unauthorised motor vehicles, untreated storm-water runoff.</p> <p>Air pollution from smoke, vehicle exhausts and particulates such as tyre rubber and microplastics.</p>	<ul style="list-style-type: none"> <li>Habitat degradation</li> <li>Habitat loss</li> </ul>	<ul style="list-style-type: none"> <li>Increased habitat resilience</li> <li>Habitat management to improve condition</li> <li>Improved education programme</li> <li>Increased collaboration across community</li> <li>Monitoring of performance</li> </ul>	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Disturbance	<p>Free roaming people and domestic pets</p> <p>Increased visitor use</p>	<ul style="list-style-type: none"> <li>Disturbance to breeding birds, resulting nest success</li> </ul>	<ul style="list-style-type: none"> <li>Education programme</li> </ul>	6, 7, 12
Habitat loss	<p>Unauthorised or inappropriate development of common land and wildlife habitats. All development that does not deliver biodiversity net gain will cause habitat loss.</p>	<ul style="list-style-type: none"> <li>Habitat loss and degradation</li> </ul>	<ul style="list-style-type: none"> <li>Liaison with Development Management to ensure environmental impacts have been considered at the planning level.</li> </ul>	5
Inappropriate habitat management	<p>Poorly designed management plan</p> <p>Poorly implemented management plan</p> <p>Lack of management plan</p> <p>High frequency mowing</p> <p>This applies equally to residents' gardens, e.g., excessive hard landscaping, intensively treated lawns, artificial turf, use of pesticides.</p>	<ul style="list-style-type: none"> <li>Habitat degradation</li> <li>Habitat loss</li> </ul>	<ul style="list-style-type: none"> <li>Education programme across the delivery team (contractors and employees)</li> <li>Ensure a recent management plan has been developed for each habitat/open space type and ensure biodiversity measures are incorporated</li> <li>Land within a BOA to be managed in line with the BOA objectives</li> </ul>	1, 2, 6, 7, 9, 10, 11, 12, 13, 14
Invasive non-native species and pests	<p>Introduction of invasive non-native species through poor biosecurity measures</p>	<ul style="list-style-type: none"> <li>Habitat degradation</li> <li>Habitat loss</li> </ul>	<ul style="list-style-type: none"> <li>Development of best practice measures to be shared with employees, contractors, and partners across Waverley.</li> <li>Implementation of biosecurity measures during habitat management works.</li> <li>Control of invasive species on council managed land.</li> </ul>	1, 6, 7, 10, 14
Resource and investment	<p>Budgetary restrictions</p>	<ul style="list-style-type: none"> <li>Lack of funding and staff resource to implement management and monitoring strategy.</li> </ul>	<ul style="list-style-type: none"> <li>Enhance volunteer opportunities across the borough.</li> <li>Link to social prescribing opportunities.</li> <li>Identify and secure alternative funding opportunities.</li> </ul>	3, 4, 8

## 11 Habitat management

### 11.1 Habitat Designation

The green spaces that the council manages can be broadly divided into three categories:

- Protected sites
- Common land
- Other sites (road verges, housing areas, amenity spaces, parks & recreation grounds and cemeteries and churchyards)

#### 11.1.1 Protected sites

The council has a legal obligation to look after sites that are protected by law (statutory designated sites). These include SPA, SAC, SSSI and LNR. Higher Level Stewardship funding is used to manage these sites and management plans have been prepared for these. Site management is overseen by the council's countryside ranger team. Management plans detail the monitoring regime, along with reporting requirements, to ensure the management objectives are being met.

#### 11.1.2 Common land

The council manages large and small areas of Common land spread across the borough, often the above designations overlap some of these areas of Common land. Accordingly, some of these sites have management plans prepared whilst other areas do not. Site management is overseen by a combination of the council's countryside ranger team, tree officers and green spaces officers.

#### 11.1.3 Other sites, including woodland and grassland.

There is a great variety of these sites across the borough in urban and rural areas, often being the nearest greenspace that resident's access for recreation, leisure, and dog walking activities. Site management in the main is overseen by the council's greenspace and tree officers, however some sites are ranger led and supported on occasion by volunteer groups. Although in general, most of these sites do not have a management plan in place, most woodland sites have or are in the process of getting, a woodland management plan which incorporates biodiversity (see Appendix 2).

### 11.2 Management Plans

Management plans would be essential for the successful management of land. They provide an assessment of the biodiversity features present, threats and details of how they are best managed to maximise biodiversity. The absence of suitable information on the current ecology and habitat condition of a site (baseline condition) makes it challenging to make informed decisions on management measures. Ecological threats

such as climate change, habitat degradation and visitor pressures can take some time to result in a measurable change in the local ecology. Therefore, undertaking surveys using a consistent methodology is crucial to ensuring the information collected can be used to make meaningful decisions with regards to management. The absence of data can mean the management measures implemented do not result in the desired effect and are detrimental to the local ecology.

Standard habitat condition assessment methods currently exist, and it is recommended that these are followed consistently across all sites managed by the council. Surveys would need to be undertaken by experienced and qualified ecologists on a contracted basis.

Once the information is collated it will be possible to determine the priorities in relation to habitat creation and management, focusing on areas that are of poor or moderate condition that, if improved, are essential to creating and enhancing habitat connectivity across the landscape as well as sites that are in good condition, but which without appropriate ongoing management would quickly deteriorate with an associated loss of biodiversity. This could be supported by aerial imagery to identify key areas deficient in habitat connectivity and liaising with community groups. Identifying how these relate to BOAs and BOA policies is also essential for providing a coherent and robust biodiversity approach across the borough.

The absence of a management plan does not mean a site is poorly managed but does mean it is harder to ensure the management objectives are being understood and met. The core of this policy is the enhancement and maximisation of biodiversity and habitat connectivity across the Borough; therefore, it is vital to ensure that consistent management plans and strategies are prepared for all sites being managed by the council.

### **11.3 Status of site management plans with the Council**

The council currently has 48 active management plans and statements that cover the statutory designated sites, non-designated sites, and common land sites it manages (Appendix 2). In addition to these site management plans the council has or is in the process of producing 27 woodland management plans for most of the woodland sites it manages (Appendix 2).

Furthermore, to ensure biodiversity opportunities are maximised across all sites managed by the council management plans should be considered for:

- Parks, recreation grounds and greenspaces
- Cemeteries and churchyards
- Housing estates and senior living areas
- Road verges

These management plans or statements do not need to be extensive, however they do need to have clear objectives, detail management measures, and include a robust monitoring strategy to report on progress.

Maintaining current and comprehensive site management plans and woodland management plans will allow the council to deliver its Biodiversity Policy coherently across the borough, provide leadership to other landowners and will inform the public on the Council's progress in delivering this Biodiversity Policy.

**Policy statement 1**

Habitats the council manages should be in good or very good condition and we will prioritise management and habitat creation to maximise biodiversity and connectivity across the landscape.

**Policy statement 2**

The council will ensure there is a current habitat management plan or statement for all sites or habitat types it manages and that these fully consider habitat connectivity.

## 12 Biodiversity Funding

### 12.1 Existing Funding Sources

The main source of funding for Parks and Countryside management works is obtained through the council's revenue and capital budget programme. The Parks and Countryside team plan revenue spending in line with service priorities and submit annual capital bids to cover projects requiring additional funding where revenue budgets are unable to cover costs.

The costs of managing key protected sites are currently partially covered by Higher Level Stewardship (HLS) and Countryside Stewardship (CS) grants. These will gradually be transferred to the Environmental Land Management schemes (ELMS) in the future. These schemes should be supplemented by council budgets to fully meet all the management objectives. The new ELMS schemes have not yet been implemented; the expired HLS & CS funding schemes are currently rolling over yearly. It is not yet known what the funding amounts will be for ELMS schemes, and we will not know until the application process has opened and been decided.

Appendix 4 outlines the current budget situation of the council in respect to current service delivery and identifies where further funding sources will be required in order to deliver the action plan of the Biodiversity Policy.

### 12.2 Other funding sources

Other sources of funding include CIL which is a charge to support the new infrastructure required to support new development and Section 106 agreements.

Natural Capital funding opportunities refers to financial investments to conserve the value of the natural environment for the long term (Natural Capital Coalition, 2016). Opportunities to attract Natural Capital funding should be explored by the council to contribute towards the funding of managing open spaces.

Defra and the Forestry Commission have recently been developing funds for tree planting and management amongst other aspects of landscape and biodiversity improvement and officers have been successful in combination with Surrey County Council and some of the other Surrey Boroughs and Districts, to secure funding for tree planting in 2022. It is expected there will be further funds released from Government agencies in due course and further bids will be made as and when funding becomes available and is appropriate for the council's objectives.

Another source of funding for improving Biodiversity could come from the local community either through, donations, contributions or specific community group grant funding..

There is also an opportunity for funding from Town and Parish Councils who have a desire to improve their local biodiversity but do not have available or suitable land themselves to deliver this.

### 12.3 Biodiversity Net Gain

Biodiversity net gain is a method of determining where development can have a positive impact on biodiversity. The Environment Bill received Royal Assent in 2021 and following a two-year transition period all eligible planning applications will need to demonstrate projects will result in a minimum 10% biodiversity net gain. Biodiversity net gain is calculated and interpreted following eight principles and rules (Panks, et al., 2021).

The Environment Act 2021 includes a new requirement for Local Nature Recovery Strategies (LNRS), and these are intended to integrate with the National Recovery Network, and with the new ELMS brought in by the Agriculture Act 2020.

The LNRS will include a statement of biodiversity priorities for the strategy area made up of:

- A description of the strategy area and its biodiversity.
- A description of the opportunities for recovering or enhancing biodiversity, in terms of habitats and species in the strategy area.
- The priorities, in terms of habitats and species, for recovering or enhancing biodiversity (considering the contribution that recovering or enhancing biodiversity can also make to other environmental benefits).
- Proposals as to potential measures relating to those priorities

This is further supported by (CIEEM, CIRIA, IEMA, 2019) that details, among other things, how to implement biodiversity net gain good practice principles within each stage of a development project's life cycle. The key principles referred to as the mitigation hierarchy must be implemented to habitats and species throughout a project life cycle. These are to:

- Avoid impacts where possible through careful project design
- Minimise impacts where these cannot be avoided
- Restore habitats that are retained or could be impacted by the development
- **As a last resort**, compensate for the loss of or damage to habitats. As a priority these should be compensated for on site, and if this is not possible, offsite offsets can be considered.

The current rate of habitat loss due to development, urbanisation and land use change puts significant pressure on biodiversity (Intergovernmental Science-Policy Platform



on Biodiversity and Ecosystem Services, 2019). The State of Surrey's Nature report reflects the continued threat to biodiversity at a local level (Surrey Nature Partnership, 2019c). It is therefore key to ensure ambitious targets are set to halt, and where possible reverse biodiversity declines within the Borough.

The Surrey Nature Partnership (SNP) is a Local Nature Partnership that is formally recognised by the Department of Environment, Food and Rural Affairs (DEFRA) and has the purpose of championing the value of the natural environment in decision-making at all levels. In November 2020, Surrey Nature Partnership produced a position statement recommending that Surrey's planning authorities adopt a 20% minimum biodiversity net gain for all development (Surrey Nature Partnership, 2020a).

In reviewing the appropriate level of gain, Surrey Nature Partnership assessed:

- Evidence from the national cost/benefit analysis (DEFRA, 2018)
- Surrey's rate of biodiversity loss (Surrey Nature Partnership, 2019c)
- Natural capital approach (Surrey Nature Partnership, 2015b)

DEFRA indicates in its cost benefit analysis that 10% is the **lowest level** of net gain that is required to deliver a genuine net gain or a no net loss; whilst the Natural Capital Committee "indicates that a net gain of 10% or above is necessary to give reasonable confidence in halting biodiversity decline (Natural Capital Committee, 2019)."

The council wishes to support local developments that incorporate ambitious opportunities for biodiversity. This can be achieved by using land managed by the council to deliver biodiversity net gain offsets required by developments that cannot deliver biodiversity net gain on their development site.

Where these opportunities are identified, the council, in line with its development plan, will review the information provided by the ecologist and ensure this has followed the mitigation hierarchy and will aim to deliver 20% biodiversity net gain reflecting the recommendations from Surrey Nature Partnership. Opportunities will also need to link to local priorities, such as reflecting the BOA policies or other initiatives, where these are relevant.

Where the council is undertaking its own developments, such as delivering housing schemes, it will aim to deliver 20% biodiversity net gain associated with each development. The council will need to ensure that the financial impacts of this ambition are fully costed into any planned development schemes.

There will of course be circumstances where this is either not possible or practical to deliver 20% biodiversity net gain, in these situations the council will endeavour to

deliver as much as possible increases over the minimum 10% biodiversity net gain required by law., or as set out in the council's development plan.

#### **12.4 Biodiversity net gain income**

Delivering biodiversity net gain offsets for third parties can provide a source of income for the council to enhance biodiversity on its land where perhaps it would not normally have these funds available to do so. This is currently a very relevant area of discussion and development across conservation organisations and over the next few years will become an established part of planning processes.

Natural England is currently developing a BNG sites register. This will include information about any site being used to deliver BNG. It will be publicly accessible and detail the baseline biodiversity value of the delivery site and the expected future biodiversity value of that site.

The delivery of BNG "offsets", or more correctly offsite BNG, should be linked to the LNRS.

Considering the above, several developers will be seeking biodiversity offsets to meet their biodiversity offsetting obligations. This could provide a source of income for the council. To determine the potential income that could be generated, the council will need to understand the potential biodiversity units that could be delivered within its landholding. To achieve this, the council will:

- Develop a register of offset opportunities by establishing current baseline biodiversity units, identifying measures to improve habitat condition, and determining the biodiversity units that can be delivered with the implementation of these management measures.
- Liaise with the Development Management team to identify third parties requiring offset opportunities.

Of note, the income generated through the biodiversity net gain scheme can only be used for habitat improvements to generate biodiversity net gains and cannot be used for other purposes. The council would need to do a cost-benefit analysis looking at different funding opportunities to determine the most economically viable options.

The Council's Greenspaces team will therefore need to liaise regularly with the Council's Development Management team, to ensure that such opportunities are identified.

**Policy statement 3**

The Council will ensure the efficient use of existing resources and identify future opportunities for natural capital delivery by S106, Community Infrastructure Levy (CIL), or any other external funding wherever possible to maintain and improve greenspace infrastructure.

**Policy statement 4**

Where the council identifies suitable opportunities to accept biodiversity net gain offset funding on its own land, or where it is directly delivering projects, we will aim to deliver a minimum 20% biodiversity net gain for those developments wherever possible.

## 13 Planning

### 13.1 Planning Policy

Development Management is a core service within the council to deliver priorities for biodiversity throughout the borough. The Local Plan (Part 1 and Part 2) detail planning policies that relate to biodiversity that new developments need to consider, however collaboration across all council's services is essential to ensure biodiversity is protected and enhanced throughout all activities within the borough.

Currently there is a Climate and Sustainability Supplementary Planning Document 2022 (SPD) that is being prepared by the council's Planning Policy team, this details how the council will consider climate change when assessing planning applications.

The SPD will provide further guidance to support the following policies in the adopted Local Plan Part 1:

- Policy CC1: Climate Change
- Policy CC2: Sustainable Construction and Design
- Policy CC3: Renewable Energy Development
- Policy ST1: Sustainable Transport

The SPD is expected to cover the following:

- Use of renewable and low carbon energy supply systems in new developments
- Site layout, orientation of buildings and the landscape
- Climate change resilience and adaptation
- Use of sustainable resources and materials and sustainable management of waste
- Water efficiency
- Design to encourage use of sustainable forms of transport

Our planning policy service has indicated that the section on 'site layout, orientation of buildings and the landscape', is intended to provide guidance on trees, landscaping, local food growing, green infrastructure, integrating green infrastructure into development, linking of green spaces to make wildlife corridors and biodiversity net gain in green and blue infrastructure.

### 13.2 Consultation

More specifically, some of the major applications involve the creation of green spaces (e.g., green infrastructure, Suitable Alternative Natural Greenspaces (SANG)) which will need to be managed by the council therefore it is important that input is provided at the earliest opportunity to ensure this reflects the council's policy requirements.

Development Management should liaise with the Parks & Countryside team, requesting consultation responses for all major applications and applications where landscaping strategies have been submitted and any applications where SNCIs or common land are likely to be adversely impacted by a proposed development.

The Parks & Countryside team will then review the information to determine whether appropriate objectives have been considered in line with the Biodiversity Policy, BOA policies, local biodiversity objectives, have appropriately considered green infrastructure design and considered how the plans would contribute towards climate change resilience.

**Policy statement 5**

The council will ensure Development Management consults the Greenspaces team for planning applications that create new open spaces, have a landscaping strategy, impact common land and/or impacts a SSSI, NR SNCI, have implications for the LNRS, and/or are seeking BNG offsite opportunities.

## 14 Education

### 14.1 Securing successful delivery of policy

Education is critical for promoting action such that people can understand and address the impacts of the climate and biodiversity crises. Whilst the council can be a leader by its own actions, the successful delivery of this Biodiversity Policy requires all employees, contractors, local authorities, local community groups and residents to develop and enhance their knowledge, skills, values, and attitudes required to combat climate change and improve biodiversity.

The key areas of education are:

- Ensuring the policy principles are fully embedded within the council, its staff and contractors
- Supporting town and parish council and other local volunteer groups in delivering biodiversity initiatives by demonstrating best practice as a borough council and directing them towards the latest guidance
- Inspiring and guiding residents to better connect with biodiversity and open spaces, benefitting their physical and mental health

### 14.2 Methods of achieving education

#### 14.2.1 Within the Council

To ensure the Biodiversity Policy is adhered to and embedded across the organisation and its activities, the council needs to identify training needs for its members, workforce, and contractors, specifically targeted for each team such that they can understand the relevance to their role.

This can be achieved by; appointing a biodiversity officer and supporting well-resourced, knowledgeable, and well-trained specialist staff who consult with the teams across the organisation and develop a bespoke training programme. Identifying key biodiversity champions across different sectors of the organisation that inspire others to act. Through this process, employees and contractors will be made aware of relevant legislation and policies so they understand their responsibilities and can make informed decisions that ensure the protection and enhancement of biodiversity throughout the borough. For some employees and contractors their actions can directly impact biodiversity, for example where they undertake habitat management, whilst for others such as office-based staff, the link between their actions and biodiversity may be less obvious. It is therefore essential to consult with the staff before training is provided to understand the training needs.

### **14.2.2 Town and Parish Councils and local community groups**

Town and Parish Councils, along with other stakeholders, were consulted on the draft biodiversity policy. A key theme that emerged as part of the consultation was the need for the council to lead on biodiversity action and provide support in terms of best practice guidance. Many of the Town and Parish Councils have been developing their own biodiversity strategies and policies reflected in Neighbourhood Plans and other initiatives (Table 1). Throughout the consultation a lack of resources was identified as a limitation to delivering biodiversity enhancements at a local scale, with volunteers playing a key role for the delivery of habitat management at a local level.

Having a consistent approach across the borough is core to maximising biodiversity, therefore the council can support Town and Parish Councils and local community groups by ensuring these groups are invited to send representatives to the many County Council led forums including access to the Natural Nature Partnership and Land managers groups as well as other partnership meetings hosted by organisations such as Surrey Wildlife Trust and National Trust to provide information sharing and development opportunities.

### **14.2.3 Resident Groups**

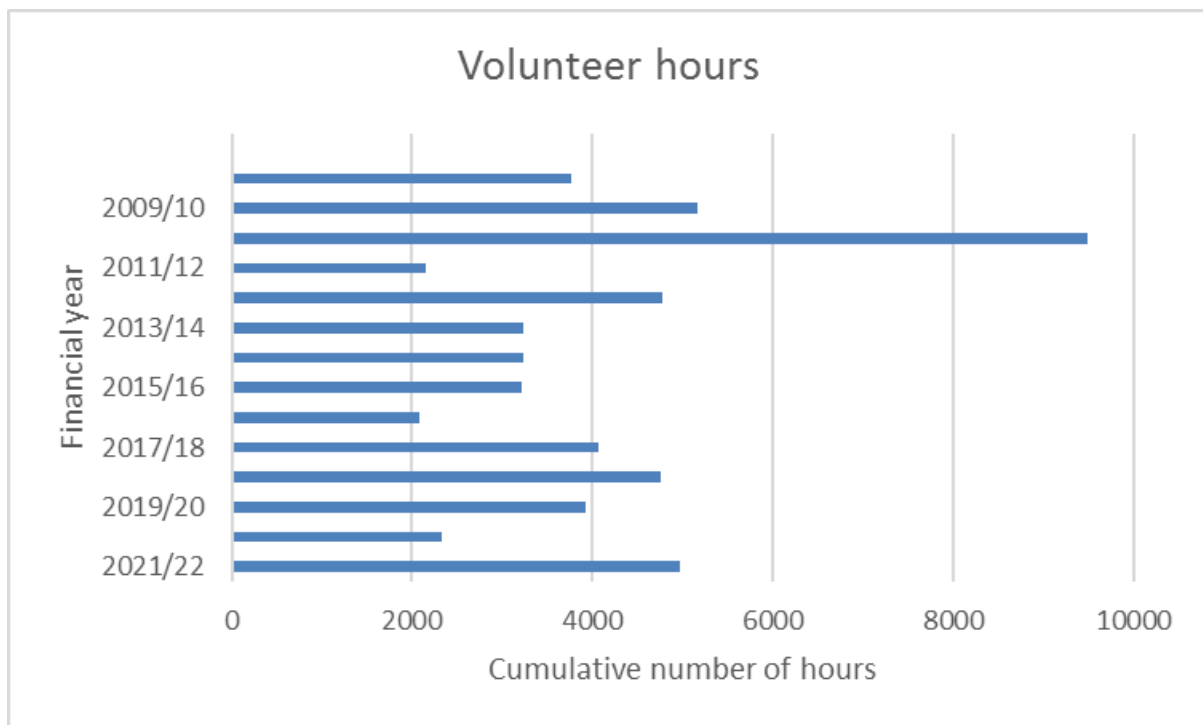
The council can support residents in promoting biodiversity by:

- Increasing its engagement with volunteers
- Promoting community involvement with green spaces and their management
- Identifying and communicating measures that businesses, residents and landowners can implement to benefit biodiversity

## **14.3 Benefits for the Council with Volunteer work**

Volunteers play a crucial role in delivering habitat management across green spaces within the Borough. Currently the Council has around 300 registered volunteers, with numbers increasing year on year. Over the last 14 years, volunteers have contributed approximately 57,000 hours to the council, saving the organisation over £629,000 (Figure 4). Volunteer effort is critical for the promotion of biodiversity and benefits the local community through physical and mental health well-being. Current volunteer programmes take place on sites that have the highest profile and greatest wildlife interest, including Frensham Common, Farnham Park, Mare Hill Common and Blackheath Common. Less frequent sessions take place on selected other council sites which have a particularly strong local community interest.

**Figure 4: Summary of volunteer hours between FY 2008/2009 and 2021/2022**



The sessions are open to all and are advertised on the council webpages, site posters, and in some instances through collaboration with a local resident’s association. They are well received and attended by both residents and those living further afield. People value the opportunity to be involved in their local greenspaces and to work on sites of high conservation status.

The work carried out by volunteers during these sessions is varied but has a strong focus on habitat improvements and species conservation. Volunteers assist the council with clearing scrub from protected heathland, improving ponds for great crested newts and other species, removing invasive plant species from valuable wetland habitats, and woodland management such as clearing sunny glades, coppicing, and thinning of saplings. They are also involved in habitat creation projects such as sowing wildflower meadows, constructing tern rafts and building bug hotels.

Away from practical tasks, the council has also recruited several volunteers to carry out wildlife surveys on key sites on a regular basis, either during a fixed term period or all year round and recording sightings of a particular wildlife group such as birds or butterflies. These records are then sent to the council, and in some cases also national recording bodies and collated to provide a picture of the status of those species’ groups recorded. This data allows the council to monitor trends, evaluate the impact of site management works, and if necessary, modify habitat management proposals accordingly.



Volunteers enable the council to make improvements to sites and undertake projects for which there would otherwise be staff or budgetary constraints. They help the council to do more with their resources and to complete a wider range of projects. Volunteering enables residents to have a direct role in the management of their local greenspace, gaining a greater appreciation and understanding of the site and the council's management objectives. This involvement opens channels for dialogue between the council and local communities, and results in greater levels of trust and co-operation. This can lead to an increased awareness and more responsible behaviour from site visitors who act as the council's eyes and ears.

#### **14.4 Health and well being**

The benefits of countryside volunteering extend beyond physical improvements to the council's green spaces. The considerable health benefits of outdoor exercise, both mental and physical, are widely accepted. Volunteers can meet people and socialise whilst learning new skills, discovering new places and making a positive difference to their local environment

The Covid-19 pandemic has highlighted the importance of being outdoors for people's physical and mental health. In relation to biodiversity, the council has an opportunity to develop and enhance programmes that deliver social prescribing using nature-based interventions and activities such as community gardening, green gyms, and food-growing projects. To inform the design of these programmes, consultation with existing volunteers is required to improve the service and ensure biodiversity needs are being met, as well as objectives for the individuals supporting the council.

##### **Policy statement 6**

The council will identify training needs and deliver a training programme for the organisation and its contractors to ensure Biodiversity Policy principles are embedded throughout the organisation.

##### **Policy statement 7**

The council will assist with the signposting of best practice guidance, in partnership with key stakeholders in managing habitat and biodiversity; and ensure its own operations are undertaken following best practice.

##### **Policy statement 8**

The council will work in partnership with primary care givers and community support teams to deliver green social prescribing schemes within its open spaces.

## 15 Communication

Whilst effective communication on climate change and the biodiversity crisis are essential in acting, evidence suggests engaging on climate change can be challenging (Corner & Shaw, 2018). There is a strong scientific consensus on the detection, attribution and risks on climate change, however, there remains a gap between this narrative and that of policymakers and the public. Impacts may still appear remote and timelines indefinite. It is critical that any communication engages on the local as well as the national and global level to highlight the interconnectivity and immediacy of the crises.

With the impacts of climate change becoming more prevalent in the day to day lives of residents, particularly with severe weather events, it is important for the council to increase engagement on this issue and to highlight the key role of the council and residents in protecting and enhancing biodiversity that is within our area of control.

It is key to ensure the communication strategy is developed to maintain and amplify this engagement. In preparing the communication strategy, the council will embed the following principles for effective communication on climate change and biodiversity crisis:

- Making communication inclusive, accessible and where possible actionable
- Relating information to wider policy areas that matter to the borough's residents, such as health and well-being
- Outlining clear objectives for new initiatives and follow up on the outcome so that residents can see the achievements and progression within their own communities
- Collating and sharing positive stories across the community
- Highlighting areas and initiatives in which residents can become involved

### **Policy statement 9**

The council will develop a communication strategy in relation to biodiversity initiatives and maintenance works, specifically identifying the objective of the initiative, method of delivery and outcomes.

## 16 Collaborative and Partnership Working

### 16.1 Successful policy delivery

To ensure the successful delivery of this policy the council must work in a collaborative manner, not only across the services within the council but also with external partners.

### 16.2 Collaborative working within the Council

To meet its biodiversity obligations, the council must ensure that the distinct services primarily of Planning, Housing and Parks & Countryside but not limited to, are working together to ensure consistency in approach and that work is complementary.

Development Management review planning applications in relation to their impacts on biodiversity, connectivity and in consultation with the Parks & Countryside team specifically in the design and management of green infrastructure and landscaping plans. It is therefore essential this consultation occurs, particularly for major developments where new open spaces will be created and where the council could ultimately be responsible for managing these.

Where our Housing Development team are planning new developments within the borough, a thorough cross service consultation on the design of the developments and their associated greenspaces and provision for gardens and connectivity is required.

### 16.3 Developing partnerships priorities and initiatives

The council works with several key partners throughout the borough, presented in Appendix 2 & 3, the successful delivery of this Policy requires collaboration across the borough to continue. Local initiatives through Town and Parish Councils, community groups, businesses and landowners are being delivered throughout the borough and the council has an opportunity to play a role in supporting and promoting these.

The council will need to have a good understanding of initiatives proposed and being undertaken within the borough. The development of or sharing of a mapping system that allows the council and members of the community to identify local initiatives, together with volunteering opportunities, could be an efficient method of drawing these projects together and providing a good baseline of data. Information could include:

- Project location
- Aims of the initiative
- Project details
- Key outcomes for biodiversity
- Start and end dates
- Whether the project requires external funding or resources

- Identifying volunteering opportunities

This information will allow the council to determine the type of support that can be provided and prioritise based on whether this directly reflects the objectives of the Biodiversity Policy, allowing resource sharing to be identified for the efficient and cost-effective delivery of these initiatives.

#### **16.4 Stakeholder Consultation**

Furthermore, to understand community needs, the council will consult annually with relevant stakeholders and residents specifically in relation to:

- The delivery of programmes to enhance biodiversity and community engagement
- Upcoming works and management of greenspaces to benefit biodiversity to ensure clear aims and outcomes are being communicated
- Identifying additional methods that the council can develop and enhance partnerships

The council could create a co-ordinating body where representatives of community groups and relevant town and parish councils can review biodiversity projects, exchange ideas, seek advice and discuss good practice. This would require additional staffing resource to achieve.

The effective delivery of habitat management measures not only requires a monitoring programme, but also excellent data on which to make informed decisions. Data is being collected by several stakeholders and stored at the central repository at Surrey Biological Information Centre (SBIC), the council has an opportunity to extend and enhance the data sharing agreements with its partners.

#### **Policy statement 10**

The council will cultivate positive partnerships across the borough and identify and add key projects it can support, sharing resources, where possible and proactively engaging with the local community and local authorities.

#### **Policy statement 11**

The council will extend data information sharing agreements with external organisations to increase efficiency and accuracy of data used for management and monitoring.

## 17 Monitoring

### 17.1 Management plan monitoring

The importance of monitoring in relation to management plans has previously been referred to in Section 9, Habitat Management and it is key element to the council realising its biodiversity ambitions.

### 17.2 Biodiversity Net Gain monitoring

Under the legal requirements introduced by the Environment Act 2021, habitat enhanced or created to achieve Biodiversity Net Gain must achieve the distinctiveness and condition forecast and be managed and maintained over the long-term to benefit wildlife. BNG requires habitats be secured for at least 30 years, which means they must be managed and monitored.

Management plans and the monitoring programmes must be long term to achieve this, circa 30 years. Biodiversity reporting will be a statutory requirement, because of the changes to the NERC Act introduced by the Environment Act 2021.

### 17.3 Protected Site Assessments

Presently on the most highly protected sites the council manages which are Sites of Specific Scientific Interest (SSSI), condition monitoring is assessed and reported on by Natural England's using their habitat assessment methodology.

SSSIs safeguard a representative sample of England's habitats. Monitoring and reporting on the condition of these sites is a vital part of Natural England's statutory responsibility to conserve and protect them.

The objectives of SSSI monitoring are:

- To provide evidence to support site management, and provide feedback to land managers to deliver the best environmental outcomes
- To assess the effectiveness of interventions, and enable us to report on our corporate plan targets and reporting responsibilities
- To improve the future delivery of Natural England's protected sites responsibilities, for example through improved guidance and training
- To contribute to our monitoring and understanding of long-term changes in the natural environment, including delivery of Favourable Conservation Status for habitats and species
- To support landscape scale delivery of outcomes, as important components of resilient, ecologically functional networks, and ecosystem services
- To support Natural England's regulatory and enforcement responsibilities, including as part of the evidence presented in public inquiries and court cases

The SSSI condition assessment categories used to determine the condition of the protected sites the council manages are defined in Appendix 5.

#### 17.4 SNCI reporting

SNCIs form part of the key ecological assets across the borough, of which there are 170 sites and are central to delivering the UK government's Nature Recovery Network (Department for Environment, Food and Rural Affairs, 2020).

The aim of the Nature Recovery Network is to:

- Enhance sites designated for nature conservation using habitat restoration and creation, enhancing corridors and develop steppingstones so that wildlife can move across the landscape
- Improve the landscape's resilience to climate change
- Reinforcing natural and cultural diversity across the landscape
- Benefitting health and well-being

The majority of SNCIs in the borough are in private ownership, with some being managed by the council. SNCIs are protected under the planning system under policy NE1 of the Local Plan Part 1 that protects them from direct and indirect impacts from development. Their lack of statutory protection does not lessen their importance and nor should it lessen the perception of their importance as they play a vital role in conserving the natural heritage and form important linkages between core habitat areas, thus their protection and management is key to delivering a resilience landscape for biodiversity recovery and form part of the Nature Recovery Network.

DEFRA published guidance in 2006 with respect to monitoring SNCIs (DEFRA, 2006) which is further updated by Surrey Nature Partnership (Surrey Nature Partnership, 2019b). Monitoring should aim to identify whether the habitats within the SNCIs are in good or very good condition, and where they are not determining remedial management activities to ensure habitat quality and biodiversity are maximised (Gibbs, 2008). Sites supporting woodland should be monitored every 10 years, whilst those with grasslands and other less stable habitats should be monitored every five years.

To date the council does not have an SNCI monitoring strategy therefore this will be developed as part of this Biodiversity Policy. The monitoring programme could be undertaken over a five-year period with key council owned sites prioritised to reflect the objectives of this biodiversity strategy, specifically ensuring connectivity is enhanced across the landscape. This should also be phased with the Local Plan review cycle (Surrey Nature Partnership, 2019b).

As indicated under Section 11 where an SNCI is likely to be directly or indirectly impacted by a proposed development, the Development Management team will liaise with the green spaces team to ensure impacts have been appropriately considered, and mitigation measures developed.

The key to protecting, managing, and restoring biodiversity across the borough is likely to be the LNRS. This should include all existing sites of conservation value, including SNCI's, as well as adjoining and connecting areas identified as BOAs, and any areas that could contribute to nature restoration in Waverley. It should also consider neighbouring LNRS and connectivity between and through our landscape.

**Policy statement 12**

The council will develop a costed monitoring regime across all sites or habitats it manages to support and guide their management.

## 18 Third Parties

### 18.1 Devolution

Where land is transferred to Town and Parish councils through devolution; the council will ensure the explicit expectations about the implementation of this Biodiversity Policy are communicated to these bodies and seek to negotiate covenants within the transfers to make the following of such compulsory. The council will encourage the adoption of this Biodiversity Policy and future updates for future land maintenance.

### 18.2 Council land managed by other parties

Where land is leased out to sports clubs, conservation, or other community organisations, see list in Appendix 2; the council will ensure the expectations of this Biodiversity Policy and other related policies are communicated to these bodies and we will seek to influence and encourage these organisations. Where opportunities arise through new lease or licence negotiations the council will ensure the requirements of this policy are fully embedded into any agreements.

### 18.3 Land owned by other landholders

Where the council carries out work on either land owned by other landowners, either by lease arrangements or agency agreements; the council will ensure that the biodiversity policy principles are implemented as far as is possible.

Where management works are undertaken on behalf of a Highway Authority, the council will continue to offer opportunities to enhance sites for biodiversity and increase connectivity across the landscape. This will ensure:

- Biodiversity is prioritised across all activities undertaken by the council
- Appropriate training and information are provided to all involved, such as councillors, staff, volunteers and contractors

#### **Policy statement 14**

The council will ensure that third parties maintaining council-owned land, comply with the Biodiversity Policy. When maintaining land on behalf of a third party, the principles of this policy will be delivered as a far as possible.

Note: It is recognised that existing lease arrangements may be difficult and financially costly to alter, to fully implement this Biodiversity Policy. In these cases, the council would seek to educate and influence third parties wherever possible.



## 19 Policy Review and Delivery

### 19.1 Review timeframe

To ensure the policy is being delivered as per the action plan and reflects current trends and understanding, it will be reviewed by the Greenspaces team every five years, or as required to ensure it is up to date and fit for purpose. Councillors responsible for the parks & countryside portfolio will also assist in the review of the document.

### 19.2 Policy delivery

Officers will report on the delivery of the policy and action (Appendix 6) every five years to the council; however, officers will be able to provide informal updates as and when requested.

To be effective and efficient in the delivery of the Biodiversity Policy action plan, the council will need to ensure that the delivery of the policy is monitored and reported on regularly.

### 19.3 Reporting

At a corporate level this will be achieved by the usual reporting required for the Corporate Strategy delivery and at the service level this will be achieved by the quarterly updates given by the Head of Service reporting to the Overview & Scrutiny Committees.

Throughout the year officers will record against the action plan the status of delivery of each of the action points listed and record and report on any net gains on an annual basis.

#### **Policy statement 13**

The council will review this policy every five years, or as required, and will report to council and the community on the delivery of this Biodiversity Policy.

## 20 Glossary

Term	Definition
Climate change	Change of climate which is attributed directly or indirectly to human activity that alters the composition of the global atmosphere and which is in addition to natural climate variability observed over comparable time periods (obtained from (UNFCCC, 1992))
Biodiversity	The variety of life on Earth and natural patterns it forms (obtained from (United Nations, 2020)
Mitigate	Measures that avoid, reduce, or manage negative effects (Natural England, 2021)
Natural Capital	Natural capital includes certain stocks of the elements of nature that have value to society, such as forests, fisheries, rivers, biodiversity, land and minerals. Natural capital includes both the living and non-living aspects of ecosystems. (Obtained from (HM Treasury, 2020)
Biodiversity net gain	Approach to development and/or land management that aims to leave the natural environment in a measurably better state than it was beforehand (obtained from (CIEEM, CIRIA, IEMA, 2019)
Biodiversity offset	Conservation activities that are designed to give biodiversity benefits to compensate for losses - ensuring that when a development damages nature (and this damage cannot be avoided or mitigated) new nature sites will be created. Where appropriate, biodiversity offsetting is an option available to developers to fulfil their obligations under the planning system's mitigation hierarchy (obtained from (Natural England, 2013).

## 21 Acronyms

BOA	Biodiversity Opportunity Area
BNG	Biodiversity Net Gain
CIEEM	Chartered Institute for Ecology and Environmental Management
CIL	Community Infrastructure Levy
CIRIA	Construction Industry Research and Information Association
DEFRA	Department of Environment, Food and Rural Affairs
ELM	Environmental Land Management
IEMA	Institute of Environmental Management and Assessment
IPCC	Intergovernmental Panel on Climate Change
LNR	Local Nature Reserve
LNRS	Local Nature Recovery Strategy
NHS	National Health Service
SAC	Special Area of Conservation
SANG	Suitable Alternative Natural Greenspace
SBIC	Surrey Biological Information Records Centre
SNCI	Site of Nature Conservation Importance
SPA	Special Protection Area
SPD	Supplementary Planning Document
SSSI	Site of Special Scientific Interest

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## Appendix 1: Legislative Context

### Conservation of Habitats and Species Regulations 2017 (as amended)

Provides for the protection of Natural 2000 sites (SACs, SPAs and Ramsar sites), European Protected Species and habitats. European Protected Species are protected from:

- Deliberate capture, injury or killing
- Deliberate disturbance of a European Protected Species, such that it impairs their ability to breed, reproduce or rear their young, hibernate or migrate or significantly affect their local distribution or abundance
- Deliberately take or destroy effect
- Damage or destroy a breeding site or resting place
- Keep, transport, sell or exchange any live, dead, or part of a European Protected Species

### European Protected Species include, but are not limited to:

- Great crested newt
- Natterjack toad
- Otter
- Smooth snake
- Sand lizard
- All bat species
- Hazel dormouse

### Wildlife and Countryside Act 1981 (as amended)

Key piece of legislation consolidating existing wildlife legislation to incorporate the requirements of the Bern Convention and Birds Directive. It includes additional protection measures for species listed under the Conservation of Habitats and Species Regulations 2017 (as amended) and includes a list of species protected under the Act. It also provides for the designation and protection of Sites of Special Scientific Interest (SSSI).

Development which would adversely affect a SSSI is not acceptable except only in special cases, where the importance of a development outweighs the impact on the SSSI when planning conditions or obligations would be used to mitigate the impact. Developments likely to impact on a SSSI will require an Environmental Impact Assessment (EIA).

The Impact Risk Zones (IRZs) dataset is a GIS tool which details zones around each SSSI according to the sensitivities of the features for which it is notified and specifies the types of development that have the potential to have adverse impacts. Natural England uses the IRZs to make an initial assessment of the risk of impacts on SSSIs and to quickly determine which consultations are unlikely to pose risks and which require more detailed consideration. Local Planning Authorities (LPAs) have a duty to consult Natural England before granting planning permission on any development that is in or likely to affect a SSSI.

Further information on specific legislation relating to species protected under the Wildlife and Countryside Act 1981 (as amended) is detailed below, under Protection of Protected Species and Habitats.

### **The Environment Act 2021**

The new Environment Act introduces changes to the Town and Country Planning Act 1990 (TCP Act) and the Natural Environment and Rural Communities Act 2006 (NERC Act) with relevance to biodiversity.

The Act provides a tool to implement changes in England across environmental sectors including air quality, biodiversity, water, and waste reduction and resource efficiency. The Act includes a target to halt the decline of nature by 2030, and mandates Biodiversity Net Gain for developments, elements in the Act include:

- Strengthened biodiversity duty
- Biodiversity net gain to ensure developments deliver at least 10% increase in biodiversity
- Local Nature Recovery Strategies to support a Nature Recovery Network

The new requirement for Local Nature Recovery Strategies (LNRS) are intended to integrate with the National Recovery Network, and with the new Environmental Land Management (ELM) schemes brought in by the Agriculture Act 2020. It is not yet clear if the LNRS will be at County or District level, but it will be necessary to at minimum assist in preparing, agree to the contents, review and consult on the LNRS.

The LNRS will include a statement of biodiversity priorities for the strategy area made up of:

- a description of the strategy area and its biodiversity
- a description of the opportunities for recovering or enhancing biodiversity, in terms of habitats and species, in the strategy area



- the priorities, in terms of habitats and species, for recovering or enhancing biodiversity (taking into account the contribution that recovering or enhancing biodiversity can also make to other environmental benefits), and
- proposals as to potential measures relating to those priorities
  - Duty upon Local Authorities to consult on street tree felling
  - Strengthen woodland protection enforcement measures
  - Conservation Covenants
  - Protected Site Strategies and Species Conservation Strategies to support the design and delivery of strategic approaches to deliver better outcomes for nature
  - Prohibit larger UK businesses from using commodities associated with wide-scale deforestation
  - Requires regulated businesses to establish a system of due diligence for each regulated commodity used in their supply chain, requires regulated businesses to report on their due diligence, introduces a due diligence enforcement system

### **Council's obligations under the Act for reporting.**

The new Environment Act introduces changes to the Town and Country Planning Act 1990 (TCP Act) and the Natural Environment and Rural Communities Act 2006 (NERC Act) with relevance to Biodiversity.

Under the amended NERC Act local authorities have a duty to conserve and enhance biodiversity and are required to publish biodiversity reports, among other changes. This report, which must be published within 3 years of the statute coming in to effect should contain:

- a summary of the action which the authority has taken over the period covered by the report for the purpose of complying with its duties under section 40(1) and (1A)
- a summary of the authority's plans for complying with those duties over the period of five years following the period covered by the report
- specified quantitative data relating to biodiversity in any area of land in England in relation to which the authority exercises any functions
- a summary of the action taken by the authority in carrying out its functions under Schedule 7A to the Town and Country Planning Act 1990 (biodiversity gain as condition of planning permission) over the period covered by the report
- information about any biodiversity gains resulting or expected to result from biodiversity gain plans approved by the authority during that period

- a summary of the authority's plans for carrying out those functions over the five year period following the period covered by the report

This places a new and non-negotiable critical biodiversity reporting responsibility onto the council and this is an obligation the council must meet.

This will create the need for a new and comprehensive system of data collection and processing in order to comply with the reporting requirements and ensure the Council is able to report of time and forms a key part of this biodiversity policy.

### **Countryside and Right of Way Act 2000**

Amends and strengthens the Wildlife and Countryside Act 1981 (as amended). It also details habitats and species for which conservation measures should be promoted.

### **Natural Environment and Rural Communities Act 2006**

Section 40 of the Act places a duty on local authorities to conserve and enhance biodiversity in England whilst carrying out their normal functions. Section 41 comprises a list of Habitats of Principal Importance (HPIs) and Species of Principal Importance (SPIs) which should be considered. Local authorities are required to publish biodiversity reports. These reports must be published within 3 years of the statute coming into effect and should contain: A summary of the action which the authority has taken over the period covered by the report for the purpose of complying with its duties under section 40 (1) and (1A). A summary of the authority's plans for complying with those duties over the period of five years following the period covered by the report. specified quantitative data relating to biodiversity in any area of land in England in relation to which the authority exercises any functions. a summary of the action taken by the authority in carrying out its functions under Schedule 7A to the Town and Country Planning Act 1990 (biodiversity gain as condition of planning permission) over the period covered by the report. The changes to the TCP Act mandate biodiversity net gain as a requirement for planning permission, and the submission to and approval by the local planning authority of a biodiversity plan.

### **Hedgerows Regulations 1997**

Under these regulations it is an offence to intentionally or recklessly remove, or cause or permits another person to remove, a hedgerow. Important hedgerows are defined in Section 4 of the Regulations. This includes hedgerows that have existed for over 30 years or satisfies at least one criterion listed in Part II of Schedule 1.

### **Wild Mammals (Protection) Act 1996**

Under this act wild mammals are protected from intentional cruelty and unnecessary suffering from offences including that of beating, crushing, drowning or asphyxiating.

### **The Commons Act 2006**

Details the provisions made about common land and town or village greens.

### **Health and Safety at Work Act 1974**

Details the general duties that employers have towards employees and members of the public, and those that employees have to themselves and each other. A few regulations also apply including waste management, noise, hazardous waste, Environmental Protection Act 1990.

### **Reservoirs Act 1975**

Details provisions against escapes of water from large reservoirs or lakes artificially created or enlarged. In line with this, councils have the responsibility of taking water level readings, ensuring sluices and outfalls are maintained and cleared. Regular inspections are undertaken by council engineers and the Inspector of Dams.

### **Bathing Water Regulations 2013, as amended**

Details information on the expected water quality at bathing waters. The information is displayed on water safety signs at Frensham Common and on the Waverley Borough Council website.

### **Protection of Badgers Act 1992**

This Act prohibits the deliberate killing, injuring or capturing of a wild badger; and any interfering with badger setts (and the attempt to do so). General exemptions are provided, and licenses may be issued for the taking and killing of badgers (for example, as obtained for recent badger culls).

Appendix 2: Background information on sites managed by Waverley Borough Council

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Alfold Common	Alfold	Cranleigh	CL 185 Common Land	Mgt Statement Exp 2021		Roadside Verge and Mature Trees		Alfold Parish Council
Clappers Meadow	Alfold	Cranleigh	Public Open Space			Grass		
Birtley Green	Bramley	Cranleigh	CL 149 Common Land	Mgt Exp 2025, Woodland Mgt Plan 2026		Rough grassland, small pond		
Bramley Cemetery	Bramley	Cranleigh	Closed Cemetery			Grass, Scrub and Trees		Diocese of Guildford
Chestnut Way Recreation Ground	Bramley	Cranleigh	Public Open Space			Grass, Scrub and Trees		
Run Common	Bramley	Cranleigh				Woodland		
Rushett Common & Rooks Hill	Bramley	Cranleigh	Common Land	Mgt Statement Exp 2025, Woodland Mgt Plan 2026		Oak woodland with ash and birch		Part leased to Blackheath Cricket Club
Alfold Road	Cranleigh	Cranleigh	CL14 Common Land			Roadside Verge		
Barhatch Road	Cranleigh	Cranleigh	Common land CL219	Mgt Statement Exp 2025		Deciduous woodland mainly oak with ash		
Bedlow Lane	Cranleigh	Cranleigh	CL 219, Common Land	Mgt Statement Exp 2025		Mature Trees and Stream		
Cranleigh Common	Cranleigh	Cranleigh	Common land	Mgt Plan Exp 2028		Pond communities, hay meadows, open grassland, woodland fringe, mature trees	NVC survey 2020	Cranleigh Parish Council, Part Leased Cranleigh Cricket Club & Cranleigh Lions, Summerlands Estate Residents Association SERA Community Volunteers, Cranleigh in Bloom

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Cranleigh Mead	Cranleigh	Cranleigh	Public Open Space			Open grassland and mature trees		
Elmbridge Road	Cranleigh	Cranleigh	Common Land, CL14 & CL 221 tiny section of Section 9 land	Mgt Statement Expired		River, Grass Verges,		
Gaston Gate	Cranleigh	Cranleigh	Common Land	Mgt Statement Exp 2025		Open grass verges and roadside deciduous woodland		
Guildford Road	Cranleigh	Cranleigh	Common Land	Mgt Statement Exp 2025				
Lashmere Recreation Ground	Cranleigh	Cranleigh	CL14			Open Grassland		
Lucks Green	Cranleigh	Cranleigh	Common land	Mgt Plan Exp 2028		Pond communities, hay meadows, open grassland, woodland fringe, mature trees	NVC survey 2020	Cranleigh Parish Council, Cranleigh Cricket Club, Summerlands Estate Residents Association SERA Community Volunteers, Cranleigh in Bloom
Queensway Allotment	Cranleigh	Cranleigh	Former Allotments			Grass and Trees		
Queensway Open Space	Cranleigh	Cranleigh	Public Open Space			Grass, Hedge and Trees		
Smithwood Common Road	Cranleigh	Cranleigh	Common land					
Summerlands Estate	Cranleigh	Cranleigh	Part Ancient Semi Natural Woodland	Mgt Plan Exp 2027		Part ancient semi-natural woodland and grassland with trees and pond.	NVC survey 2020	Active Summerlands Estate Residents Association (SERA)
Vine Cottages	Cranleigh	Cranleigh				Grass, Hedge and Trees		
Dunsfold Common	Dunsfold	Cranleigh	CL 162 Common Land			Open Meadow, Ponds, Trees and Woodland		Leased to Dunsfold Parish Council, Dunsfold Cricket Club
Bulls Head Green	Ewhurst	Cranleigh	CL 134 Common Land			Grass and Trees		

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Ellens Green	Ewhurst	Cranleigh	CL 135 Common Land	Mgt Statement Exp 2025		Mown grass, deciduous woodland block & individual roadside trees		
Ewhurst Green	Ewhurst	Cranleigh	CL 133 Common Land					
Ardath	Wonersh	Cranleigh	CL 82,83, 177 Common Land	Mgt Statement Exp 2025		Roadside Verge and mature Trees		
Bisney Cottage	Wonersh	Cranleigh	CL 83 Common Land	Mgt Statement Exp 2025		Roadside Common land strip and woodland		
Blackheath Common	Wonersh	Cranleigh	SSSI, AONB, Green Belt	Mgt Plan Exp 2024	Higher Level Stewardship	Heathland	Natural England site assessments, NVC Survey 2016	National Trust, Natural England, ARC
Blackheath Grove	Wonersh	Cranleigh	Public Open Space	Mgt Statement Exp 2022		Woodland		
Lords Hill Common	Wonersh	Cranleigh	Common land CL172, AONB, AGLV	Mgt Statement Exp 2025, Woodland Mgt Plan 2026		Hay meadows		Leased to Wonersh Parish Council
Norley Common	Wonersh	Cranleigh	Common land CL9 SNCI 3324, AONB, AGLV	Mgt Statement Exp 2025, Woodland Mgt Plan 2026		Broadleaved woodland		
Philips Hatch	Wonersh	Cranleigh		Woodland Mgt Plan Exp 2026		Woodland		
Shamley Green	Wonersh	Cranleigh	Common Land	Mgt Statement Exp 2024		Open grassland		Leased to Wonersh parish Council and Shamley Green Cricket Club
Stroud Common	Wonersh	Cranleigh	Common land CL178	Mgt Statement Exp 2025, Woodland Mgt Plan Exp 2026				
Wonersh Common	Wonersh	Cranleigh	Common land CL182 SNCI 3318, Surrey Hills AONB AGLV.	Mgt Statement Exp 2025, Woodland Mgt plan 2026		Secondary woodland		Part Leased to Wonersh Parish Council

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Badshot Lea Green	Badshot Lea	Farnham	Village Green			Grass and Trees		
Badshot Lea Orchard	Badshot Lea	Farnham	Public Open Space			Grass, Scrub and trees		
Badshot Lea Pond	Badshot Lea	Farnham	Common land	Mgt Plan Exp 2031		Pond, wetland communities and open grassland		Local community volunteers and Residents Association.
Badshot Lea Recreation Ground	Badshot Lea	Farnham	Public Open Space			Grass and Trees		Badshot Lea Recreation Ground Committee, Badshot Tennis, Football and Cricket Clubs
Boundstone Recreation Ground	Boundstone	Farnham	Public Open Space			Grass, Trees and Hedges		
Laurel Grove	Boundstone	Farnham		Mgt Statement		Mixed secondary woodland		
Ten Acre Wood	Boundstone	Farnham	Common Land	Mgt Statement Exp 2023		Secondary woodland, Acid Grassland		Residents are active volunteers
Bourne Recreation Ground	Bourne	Farnham	Village green			Grass and Mature Trees		Bourne Sports Club, Bourne Conservation Group
Burnt Hill east	Bourne	Farnham	Common land	Mgt Statement Exp 2024		Mixed secondary woodland and scrub		Bourne Conservation Group undertake works
Burnt Hill west	Bourne	Farnham	Common land	Mgt Statement Exp 2024		Secondary woodland		Bourne Conservation Group undertake works
Sturt Walk	Bourne	Farnham		Mgt Statement Exp 2025		Woodland, river, grassland		Bourne Conservation Group undertake works.
Compton Copse	Compton	Farnham	Village Green No 17, AGLV	Mgt Statement Exp 2025		Secondary woodland		Residents are active volunteers
Abbotts Cottages	Dockenfield	Farnham	The small square in the far southeast of the site is included in the Ancient Woodland inventory for the southeast.	Mgt Statement Exp 2025		Grass, Hedges, Trees and Secondary Woodland, ASNW		
Bealeswood Common	Dockenfield	Farnham	Common land, SNCI, AGLV	Mgt Plan Exp 2029		Secondary woodland, Unimproved grassland.	Regular recording of plants, butterflies, birds, crickets and	Community volunteers, Butterfly Conservation, Dockenfield Parish Council

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
							grasshoppers by residents. NVC survey 2021	
Baldreys	Farnham	Farnham	Public open Space			Grass, Scrub and trees		
Borellis Walk	Farnham	Farnham	Public open Space			Grass, River Bank, Trees		
Farnham Park	Farnham	Farnham	Park, SANG, AGLV		Higher Level Stewardship, SANG	Grass, meadow, ponds, trees, woodlands, stream		Friends of Farnham Park, Part leased to Grazier, Farnham Cricket Club and Farnham Golf Course
Langhams Recreation Ground	Farnham	Farnham	Public Open Space			Grass, Scrub, Shrub and Mature Trees		Bourne Conservation Group
Mardens Recreation Ground	Farnham	Farnham	Public Open Space			Grass, Scrub, Hedge and Trees		
Morley Road Recreation Ground	Farnham	Farnham	Public Open Space			Grass, Scrub, Hedge and Trees		
Paradise Wood	Farnham	Farnham		Mgt Statement Exp 2025		Mixed secondary woodland		Bourne Conservation Group
Shepherd & Flock	Farnham	Farnham	Village Green					Leased to Shepherd & Flock Pub
Snayles Lynch	Farnham	Farnham	SNCI	Mgt Statement Exp 2025		Floodplain meadow		
St Andrews Churchyard	Farnham	Farnham	Closed Cemetery			Grass and Trees		Diocese of Guildford
Thurbans Play Area	Farnham	Farnham				Grass and Scrub		
Frensham Common (including Stony Jump)	Frensham	Farnham	SPA, SAC, SSSI, LNR (Churt Common), AONB, Country Park	Mgt Plan Exp 2030, Woodland Mgt Plan 2030	Higher Level Stewardship	Lowland dry Heathland, lowland wet heathland, bog, mire	SSSI assessment, Fixed point photography since 2006 (with specific reference to erosion at Kings Ridge), Volunteer research, NVC 2016, Annual Butterfly survey, ongoing breeding bird survey, Ranger surveys	Volunteers, Amphibian and Reptile Conservation (ARC), National Trust, Natural England, Surrey Botanical Society, Surrey Heathland Project, Surrey Bird Club, SARG



Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Peakfield	Frensham	Farnham	Public Open Space			Grass, Scrub and Trees		
Hale Recreation Ground	Hale	Farnham	Village Green			Grass and Mature Trees		Hale Recreation Ground Committee, Greenways Nursery School
Hale Reeds	Hale	Farnham	Acquired as Public Open Space & for Housing	Mgt Statement Exp 2024		Grass and Ancient semi natural mixed woodland		
Oast House Crescent Recreation Ground	Hale	Farnham	Public Open Space			Grass and Scrub		
Old Park Close	Hale	Farnham	Village Green			Grass		
Park View Estate	Hale	Farnham	Public Open Space			Grass and Trees		Park View Residents Association
Sandy Hill BMX site	Hale	Farnham						
Sandy Hill open space	Hale	Farnham				Acid grassland, Secondary Woodland	Recent monitoring of reptiles carried out by SARG	SARG
Sandy Hill Topfield	Hale	Farnham				Grass, Scrub and Trees		Leased in from SCC
Heath End Recreation Ground	Heath End	Farnham	Public Open Space			Grass and Woodland		Part leased to Farnham Town Youth FC
Moons Hill Recreation Ground	Rowledge	Farnham	Village Green	Mgt Statement Exp 2025		Secondary Woodland		
Rowledge Recreation Ground	Rowledge	Farnham	Public Open Space			Grass, Hedge and mature Trees		Part Lease to Rowledge Bowls, Cricket & Tennis Clubs
Runfold Recreation Ground	Runfold	Farnham	Public Open Space			Grass, Scrub and Mature Trees		
Shepherds Way	Tilford	Farnham				Grassland		Leased to private tenant
Tilford Nature Reserve	Tilford	Farnham	LNR, AONB, AGLV, Green Belt			Secondary woodland, Alder Carr		
Land adj. Six Bells Roundabout	Weybourne	Farnham						Leased to private tenant

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Monkton Lane Football Ground	Weybourne	Farnham				Grass, Hedge, Scrub and Mature Trees		Leased to Farnham Untied
Weybourne nature Reserve	Weybourne	Farnham	LNR, Green Belt	Mgt Plan Exp 2028	Higher Level Stewardship	Fen / Wet Grassland and Unimproved Grassland	NVC survey 2009, Hydrological survey 2009, NVC Survey 2021	Natural England, Environment Agency, Community volunteers
Weybourne Recreation Ground	Weybourne	Farnham	Public Open Space			Grass, Stream and mature Trees		Badshot Lea Football Club
Beldhams Play Area	Wrecclesham	Farnham	Public Open Space			Grass		
Westfield Lane	Wrecclesham	Farnham	Public Open Space			Grass		Leased to Badshot Lea Football Club
Wrecclesham Recreation Ground	Wrecclesham	Farnham	Public Open Space			Grass, Trees		Wrecclesham Recreation Ground Committee, Wrecclesham Cricket, Football & Tennis Clubs
Binscombe Open Space	Binscombe	Godalming	Public Open Space	Mgt Statement Exp 2022, Woodland Mgt Plan Exp 2031		Open grassland with mature woodland fringe		
Copse Side	Binscombe	Godalming						
Elstead Green	Elstead	Godalming	Village Green No 106, CL 235 Common Land			Grass and Mature Tree		Leased to Elstead Parish Council
Elstead Moat	Elstead	Godalming	CL 32 Common Land			Pond and Trees		Leased to Natural England
Thursley Road Cemetery	Elstead	Godalming	Closed Cemetery			Grass, Hedges and Trees		Diocese of Guildford
Westbrook Green	Elstead	Godalming				Grass and Trees		
Broadwater Park	Farncombe	Godalming	King George V Playing Field	Mgt Plan Exp 2025, Woodland Mgt Plan Exp 2031		Grass, Sport Facilities, Parkland, Lake and Mature Trees and Woodland		Broadwater Park Advisory Group, Friends of Broadwater Park, Broadwater Park Volunteers, Leased to Broadwater Golf Course, GAS, Guildford Rugby Club, Godalming Tennis Club, Farncombe CC & Wanderers CC, Godalming Town FC

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Canon Bowrings	Farncombe	Godalming				Grass, Scrub and Trees		
Combe Road Recreation Ground	Farncombe	Godalming				Grass		
Long Gore Woodland	Farncombe	Godalming	Housing Land	Woodland Mgt Plan Exp 2031		Woodland		Northbourne Action Group
Longbourne Green	Farncombe	Godalming	Public Open Space			Grass and Trees		
St Johns The Evangelist Churchyard	Farncombe	Godalming	Closed Cemetery			Grass, Scrub and Trees		Diocese of Guildford
The Glade Open Space	Farncombe	Godalming				Grass, Scrub and Trees		
The Oval	Farncombe	Godalming				Grass and Trees		
Aarons Hill open and woodland	Godalming	Godalming	Public Open Space	Woodland Mgt Plan Exp 2030		Grass, Mature Trees and Woodland		
Bargate Wood	Godalming	Godalming	Public Open Space	Mgt Statement Exp 2022, Woodland Mgt Plan Exp 2030		Mature Woodland		
Burys Field	Godalming	Godalming	Public Open Space			Grass and mature Trees		
Crownpits Recreation Ground	Godalming	Godalming	Public Open Space			Grass and Mature Trees		
Frith Hill	Godalming	Godalming	Public Open Space			Woodland		
Holloway Hill Recreation Ground	Godalming	Godalming	QE11 Playing Field, Public Open Space	Woodland Mgt Plan Exp 2030		Grass, Sports Pitches, Mature Trees and Woodland		Holloway Hill Sports Association, Busbridge Tennis Association, Godalming Cricket Club
Home Farm	Godalming	Godalming	Public Open Space	Mgt Statement Exp 2022		Mature Lime Trees		
Lammas Lands	Godalming	Godalming	Common					Natural England, EA, part leased to Grazier
Ockford Ridge	Godalming	Godalming				Grass and Trees		

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Phillips Memorial Park	Godalming	Godalming	Public open Space		Heritage Lottery Fund (previous)	Parkland, grassland, River frontage, veteran trees		Part leased to Godalming & Farncombe Bowls Club, Local Community volunteers
St Peter & St Pauls Churchyard	Godalming	Godalming	Closed Cemetery			Grass, Shrub and Trees		Diocese of Guildford
Hascombe Recreation Ground	Hascombe	Godalming				Grass and Trees		
Amberley Copse	Milford	Godalming	Public Open Space	Woodland Mgt Plan Exp 2030		Mature Woodland		
Amberley Road Play Area	Milford	Godalming	Public Open Space					Leased to Witley Parish Council
Shackleford Common	Shackleford	Godalming	Common land, AONB, AGLV, Green Belt	Mgt Plan Exp 2030, Woodland Mgt Plan Exp 2030		Acid grassland, Secondary woodland	NVC survey 2021	Some volunteer group activities
Mare Hill Common	Witley	Godalming	SSSI, SPA and SAC, SNCI, AONB, AGLV, Green Belt, Biodiversity opportunity Area	Mgt Plan Exp 2027, Woodland Mgt Plan Exp 2028	Countryside Stewardship	Lowland dry Heathland, lowland wet heathland, bog, mire, Valley mire, Secondary woodland	Volunteer research, NVC Survey 2016, Annual Butterfly survey, On-going Breeding Bird survey, Recording of aculeates and fungi by local experts	Natural England, SARG, Butterfly Conservation Trust, Amphibian and Reptile Conservation (ARC)
Beaconhill Recreation Ground	Beaconhill	Haslemere						
Eight acres	Beaconhill	Haslemere	Public Open Space	Mgt Statement Exp 2024, Woodland Mgt Plan Exp 2029		Woodland		
Marchants Hill	Beaconhill	Haslemere	Public Open Space & Recreation Ground Surrey Hills AONB.	Mgt Statement Exp 2024, Woodland Mgt Plan Exp 2029		Woodland and Grass		The grass area is managed by Haslemere Town Council
Chiddingfold Green	Chiddingfold	Haslemere	CL 167 Common Land			Grass and Trees		Leased to Chiddingfold Parish Council

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
Chiddingfold Recreation Ground	Chiddingfold	Haslemere				Grass and Trees		Leased to Chiddingfold Parish Council
Grayswood Church	Grayswood	Haslemere	CL 341 Common Land, Green belt, Designated AONB & AGLV	Woodland Mgt Plan Exp 2029				
Grayswood Common and St Georges Wood	Grayswood	Haslemere	Common land, SNCI west of A286, AONB (excl. St Georges), Green belt (excl. St Georges)	Mgt Statement Exp 2024, Woodland Management Plan 2029		Mature secondary woodland (Grayswood), Ancient semi-natural woodland (St Georges)		
Grayswood Recreation Ground	Grayswood	Haslemere				Grass and Trees		Part Leased in from National Trust, part leased out to Grayswood CC
Clammer Hill	Grayswood	Haslemere	Common Land, AONB, AGLV, Green Belt	Mgt Statement Exp 2025, Woodland Mgt Plan Exp 2029		Wooded roadside Common Land		
Aitken House adj Woodland	Haslemere	Haslemere				Woodland		
Derby Road Cemetery	Haslemere	Haslemere	Closed Cemetery			Grass, Trees, Hedges		Diocese of Guildford
Haslemere War Memorial Recreation Ground	Haslemere	Haslemere	QE11 Playing Field, Public Open Space			Grass, Sports pitches, Mature Trees and Hedges		Part leased to Haslemere Sports Association, Haslemere Lawn Tennis Club & Haslemere Bowls Club
Haste Hill Common	Haslemere	Haslemere	Common land, AONB, AGLV, Green Belt	Mgt Statement Exp 2026, Woodland Mgt Plan Exp 2029		Secondary woodland, Pond		Residents are active volunteers
High Lane Recreation Ground	Haslemere	Haslemere	Public Open Space			Grass, Shrubs, Hedge and Trees		
Holdfast Lane	Haslemere	Haslemere	AONB, AGLV, Green Belt	Mgt statement Exp 2025		Wooded roadside		
Shepherds Hill Common	Haslemere	Haslemere	Common Land	Woodland Mgt Plan Exp 2029		Secondary woodland		

Sites	Locality	Area	Designation	Mgt plan status	Funding	Key habitat	Current monitoring	Current Leases & Partnerships
St Bartholomew's Churchyard	Haslemere	Haslemere	Closed Cemetery			Grass and Trees		Diocese of Guildford
St Bartholomew's Green	Haslemere	Haslemere	CL 338 Common Land, Conservation Area			Trees and grassland		
St Stephens Churchyard	Haslemere	Haslemere	Closed Cemetery			Grass and Trees		Diocese of Guildford
Sunvale / Shottermill Cemetery	Haslemere	Haslemere	Open Cemetery			Grass and Trees		
Weycombe Road Cemetery	Haslemere	Haslemere	Closed Cemetery			Grass, Hedge and Trees		Diocese of Guildford
Weydown Common	Haslemere	Haslemere	Common land CL333, Surrey Hills AONB.	Mgt Statement Exp 2025, Woodland Mgt Plan 2029		Deciduous woodland		
Woolmer Hill North	Haslemere	Haslemere	AONB, AGLV	Woodland Mgt Plan Exp 2029		Secondary woodland		
Woolmer Hill South	Haslemere	Haslemere	AONB, AGLV	Woodland Mgt Plan Exp 2029		Part ancient semi-natural woodland, Secondary woodland incl. mature sweet chestnut coppice		
Woolmer Hill Recreation Ground	Haslemere	Haslemere	QE11 Playing Field, Public open Space			Grass, Sports Facilities, Mature Trees		Part leased to WHSA

### Appendix 3: Waverley Borough Council Partnerships

Partner	Role
Bourne Conservation Group	<p>This group was set up by a resident of the Bourne in 2002 as part of a scheme run by the environmental charity Earthwatch, with the aim of improving the condition of Waverley Borough Council owned Paradise Wood, through which the founder regularly walked. The first project undertaken by the newly formed group was to clear invasive cherry laurel and rhododendron from Paradise Wood, and they formed a strong relationship with Waverley Borough Council which has continued to the present day. The group has grown and expanded, and they now work on several sites in the Bourne, both on behalf of Waverley Borough Council and other landowners. With the agreement of Waverley Borough Council, they carry out one or two workdays a year on Waverley Borough Council owned woodlands in the Bourne and carry out <i>ad hoc</i> works on Langhams Recreation Ground. As well as carrying out practical work, they take an active role in surveying the wildlife in their patch and have carried out several moth surveys in Waverley Borough Council owned Ten Acre Wood.</p> <p>Waverley Borough Council's partnership with the Bourne Conservation Group enables more practical habitat management and wildlife surveying to be carried out on their sites in this area than would otherwise be possible, and therefore helps the Council to manage these sites to a higher standard for biodiversity. The partnership also provides Waverley Borough Council with a vital link to the local community, increasing local awareness in the Bourne of its sites in and their management, and providing a channel for residents to highlight issues and concerns.</p>
Surrey Amphibian Reptile Group (SARG)	<p>SARG assists Waverley Borough Council with amphibian and reptile surveys on several of its sites. This partnership enables these species groups to be surveyed more thoroughly than would otherwise be possible, and for Waverley Borough Council to have access to a comprehensive and up to date data set on herptile species on several its key sites.</p>
Amphibian Reptile Conservation (ARC)	<p>ARC has worked in partnership with Waverley Borough Council to re-introduce the threatened sand lizard to Mare Hill Common, with the aim of establishing a viable breeding population. Suitable heathland habitat was identified, and 50 juvenile sand lizards were released each year from 2011 to 2013 inclusive. Subsequent surveys in 2014 identified several juveniles, which were indicative of a successfully breeding population. ARC also assist Waverley Borough Council in maintaining the heathland in and around the release site in an optimal condition for this species through bringing their large team of experienced volunteers to Mare Hill for a day each winter to undertake scrub clearance.</p> <p>Waverley Borough Council's partnership with ARC has directly facilitated an increased diversity of reptile species on Mare Hill Common, and their ongoing assistance enables the Council to ensure that the introduced sand lizard population continues to thrive. ARC have also added Council rangers to their protected species licence issued by Natural England for the surveying of sand lizard, smooth snake, and natterjack toad, which saves Waverley Borough Council undertaking the administration of obtaining this licence independently. WBC have management agreements with ARC for areas on both Blackheath Common and Frensham Great Pond and Common.</p>
National Trust	<p>National Trust is not only a partner in the local area but is also owns Frensham Great Pond and Common which Waverley Borough Council manages.</p> <p>Together, National Trust and Waverley Borough Council develop management plans for these sites and identifies significant works, changes, infrastructure, and development which need to be approved by National Trust before Waverley Borough Council can deliver the work. A close partnership is essential to ensure threats and opportunities are responded to such that the sites are managed to protect and enhance the biodiversity.</p>
Natural England	<p>Natural England is responsible for ensuring SSSIs remain in favourable condition. Waverley Borough Council works closely with Natural England across the SSSIs it manages to ensure Management Plans are approved and delivered in line with their guidelines and expertise. Any works that could impact a SSSI require consent from Natural England and in preparing the management plans, works are agreed and consented. A new grant scheme, Environmental Land Management (ELM) scheme will be put in place in 2023, through which excellent partnerships will be maintained and enhanced.</p>
Surrey Wildlife Trust	<p>Surrey Wildlife Trust's mission is to restore nature across the county. This is achieved through the management of reserves, but also forging strong partnerships across the county. Waverley Borough Council has engaged Surrey Wildlife Trust to develop this biodiversity policy and liaises with the Ecology Planning Advice Service to ensure planning applications appropriately consider impacts to ecology before determining applications.</p>

## Appendix 4: Outline provisional budget forecasts

Key	In budget (has been the case historically)	Budget required	?	Funding/Budget not known yet
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Provisional budgeting includes medium to high value items from action plan, low value items can be met from existing revenue budgets.

Budget (£000)	Policy No.	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
<b>Revenue</b>												
New Biodiversity Officer post	5			49.5	52	54.5	57	57	57	57	57	57
Training	6			5	5	5	5	5	5	5	5	5
GIS work	11			5	5	5	5	5				
Monitoring (Site surveys)	12			10	10	10	10	10	10	10	10	10
Monitoring (SNClS)	12			5	5	5	5	5	5	5	5	5
<b>Total</b>			<b>52</b>	<b>74.5</b>	<b>77</b>	<b>79.5</b>	<b>82</b>	<b>82</b>	<b>77</b>	<b>77</b>	<b>77</b>	<b>77</b>
<b>Capital</b>												
WBC Key protected sites (in HLS schemes)	1	54	54	54	54	54	54	Match funding	Match funding	Match funding	Match funding	Match funding
HLS/CS and future ELMS for Key protected sites	1	76	76	76	76	76	76	?	?	?	?	?
Baseline site surveys	1		20	10	10	10	10	10	10	10	10	10
Mgt plan writing	2			15	15	15	15	15	15	15	15	15
Review mgt plans	2		10	10	10	10	10	10	10	10	10	10
BNG pot. site assessments	4			20	20	20	20					
WBC (New specific site mgt)	1			20	20	20	20	20	20	20	20	20
WBC (Vehicles/machinery)	3				20		20		20		20	
<b>Total</b>		<b>130</b>	<b>150</b>	<b>205</b>	<b>225</b>	<b>205</b>	<b>225</b>	<b>?</b>	<b>?</b>	<b>?</b>	<b>?</b>	<b>?</b>



## Appendix 5: SSSI Condition categories

<http://publications.naturalengland.org.uk/file/5264957468049408>

### SSSI Condition Categories

These definitions were produced as part of revised guidance on the assignment of unfavourable recovering condition. They provide greater detail on condition categories than definitions published on Natural England's website for external audiences.

Favourable Condition	The designated feature is being adequately conserved and the results from monitoring demonstrate that the feature is meeting all the mandatory site-specific monitoring targets set out in the Favourable Condition Tables (FCT). The FCT sets the minimum standard for favourable condition for the designated feature and there may be scope for the further (voluntary) enhancement of the feature.
Unfavourable recovering condition	Often known simply as 'recovering'. The Feature is not yet fully conserved, but all the necessary management measures are in place. Provided that the recovery work is sustained, the feature will reach favourable condition in time. At least one of the designated features mandatory attributes is not meeting their targets (as set out in the site specific FCT).
Unfavourable no-change condition	The feature is not being conserved, and will not reach favourable condition, unless there are changes to the management or external pressures and this is reflected in the results of monitoring over time; with at least one of the mandatory attributes not meeting its target (as set out in the site specific FCT) with the results not moving towards the desired state. The longer the feature remains in this poor condition, the more difficult it will be, in general, to achieve recovery.
Unfavourable declining condition	The feature is not being conserved and will not reach favourable condition unless there are changes to management or external pressures. The feature condition is becoming progressively worse, and this is reflected in the results of monitoring over time, with at least one of the designated features mandatory attributes not meeting its target (as set out in the site specific FCT) with the results moving further away from the desired state. The longer the feature remains in this poor condition, the more difficult it will be, in general, to achieve recovery.
Part destroyed condition	Lasting damage has occurred to part of a designated feature, such that it has been irretrievably lost and will never recover (no amount of management will allow the feature to ever reach favourable condition).
Destroyed condition	Lasting damage has occurred to an entire designated feature such that the feature has been irretrievably lost (no amount of management will bring this feature back). This feature will never recover e.g., a finite mineralogical feature has been totally removed from its surroundings without consent and is therefore lost forever.

Appendix 6: Proposed action plan and timescales

Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
Habitat management	1	Habitats the council manages should be in good or very good condition and we will prioritise management and habitat creation to maximise biodiversity and connectivity across the landscape	*Continue to maintain key priority sites to maintain favourable condition	*Ensure current work programmes are delivered and embedded for successive years	Ongoing yearly cost for length of agreement	Greenspaces team and where appropriate other Services	High Upto £180K	A continuation of the exemplary management of these areas, fulfilling the councils aims and objectives. Meets legal obligations	Requires continued external grants and council financial resources invested
			Collate existing habitat condition information to determine current condition	Undertake an audit of the information that the council holds on habitat conditions. This will involve reviewing the existing management plans and noting information gaps with regards to habitat condition	1	Greenspaces team and where appropriate other Services	Low	The council will have a comprehensive list of habitat conditions and will be able to focus resources on areas most requiring improvement and connectivity	None
			Survey the habitats for which baseline condition is not available	Develop a survey programme across habitats and sites in line with best practice guidance. Can be done in consultation with external consultants and to ensure cost-effective delivery would involve volunteer effort, internal staff and some support from consultancy staff	10	Greenspaces team, volunteers, and external consultants	Medium £10K	Comprehensive understanding of the biodiversity present at each site and within habitats. Implement adaptive management that responds to key changes identified on sites. Demonstrates improvements in biodiversity and habitat condition	Additional resources are required to deliver this
			Identify priorities for improvement of habitat condition to improve connectivity across the borough	Use the survey information to prioritise habitat management across the borough	10	Greenspaces team, Housing Team, Development management team and if appropriate other Services	Medium £20K	More efficient use of resources. Delivery of coherent biodiversity strategy across the borough	Additional resources are required to deliver this

Low = £0 - £4,999, Medium = £5000 - £49,000, High = > £50,000 £180,000 – Cost impacts are per annum, for full duration of cost impacts the timescale should be factored in. \* - Work area already being delivered.

Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
			Coordinate opportunities for habitat creation to enhance habitat connectivity across the borough	Use the survey information to direct habitat creation across the borough	10	Greenspaces team, Planning / development management, Housing Development team and liaison with SCC	Low <sup>2</sup>	Ensures any habitat creation meets local biodiversity objectives. Maximises connectivity across the landscape	Additional resources are required to deliver this
			Identify existing funding mechanisms and review areas where funding has been deficient so that these can be prioritised as part of future funding cycles	Audit of current funding mechanisms across all sites and habitats, and identification of how these can be prioritised in areas where funding has been deficient	10	Greenspaces team, Housing development and where appropriate other Services	Low	More efficient use of resources	None
	2	The council will ensure there is a current habitat management plan or statement for all sites or habitat types it manages and that these fully consider habitat connectivity	Identify which sites or habitats require a management plan or strategy, preparing these and keeping them up to date	Undertake an audit of the sites and habitats the council manages to determine mgt plan status and prepare new mgt plans for sites not covered	10	Greenspaces team and external consultants	Medium £15K	The council sets out its plans for the next 10 years or more to show how it will manage and improve biodiversity	Additional financial, staffing, specialist external consultant resources are required
			Ensure management plans and strategies are linked with the objectives of the Biodiversity Opportunity Area (BOA) within which some sites are located in	In reviewing each management plan, the BOA objectives will be checked, and the objectives of the management plan will be developed to ensure these consider the BOA objectives.	10	Greenspaces team and external consultants	Medium £10K	Ensures a coherent strategy across the borough and will guide works irrespective of staff changes within the council. A living record and demonstrates achievement. Public consultation and engagement	Additional financial, staffing, specialist external consultant resources are required
Biodiversity Funding	3	Council will ensure the efficient use of existing resources, identify future opportunities for natural capital delivery by S106, Community Infrastructure Levy (CIL), or other	Determine opportunities for alternative funding resources, specifically relating to natural capital and ensuring these do not conflict	Review existing funding opportunities and identify whether new opportunities exist	5	Greenspaces team and where appropriate other Services	Low	Diversification of funding sources. Reducing the cost of managing land	None

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Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
		external funding to maintain and improve greenspace infrastructure	with the biodiversity objectives of the sites being considered						
			Review methods of delivering maintenance work to ensure these make best use of resources by efficient work planning and the recycling of by-product material wherever possible	Review the current tools and modes of transport for all activities to determine whether alternatives that produce less carbon emissions are available	10	Investing in modern technology	Low <sup>3</sup>	Lower carbon emissions, in line with the Council's commitment to being carbon neutral by 2030	Switch would require the installation of electric charging points at site offices, electric vehicles are more costly, and resources are required to deliver this
				Where tool & machinery replacements are required, select alternatives that reduce impacts on the environment	10	Investing in modern technology	Medium £20K every 2 yrs	Lower carbon emissions, in line with the council's commitment to being carbon neutral	Additional resources are required to deliver this
	4	Where the council identifies suitable opportunities to accept biodiversity net gain offset funding on its own land, or where it is directly delivering projects, we will aim to deliver 20% biodiversity net gain for those developments wherever possible.	Liaise with Development Management team to identify projects where biodiversity offsetting could be delivered within Waverley Borough Council open spaces	The council to assess its current assets to determine the potential gain that can be met on site. This would involve doing baseline surveys and model improvements that can deliver a biodiversity net gain	5	Greenspaces team, External consultants, Planning / development management	Medium £20K	Medium costs in the short term, this money would be recuperated through developer contribution. In developing the funding strategy, initial costs would be incorporated such that no additional costs to the council would be required	Initial funding is required; however, costs would only be recovered where a developer signs an agreement with the council to offset within its land ownership
				Liaise with the Development Management team to identify projects that can be offset on council land	10	Greenspaces team and Development Control team, Planning/ development management	Low	Increased liaison between the two teams	None
				Undertake biodiversity net gain	10	External consultants	Low	This element only required where projects are identified	None

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Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
				assessments of the offset opportunities				for biodiversity offsetting. Should none be identified, this activity would not take place	
Planning	5	The council will ensure Development Management consults the Greenspaces team for planning applications that create new green spaces, have a landscaping strategy, impact common land and/or impacts a SSSI, NR, SNCI, have implications for the LNRS and/or are seeking BNG offsite opportunities	Liaise as necessary with the Development Management team to identify future projects that would require consultation, such as major projects	Meetings with Development Management to identify projects that require review from Greenspaces team	Ongoing	Greenspaces team and Development Management team	Low <sup>4</sup>	Improved communication across the Council teams	None
			Review and comment on landscape strategies and the design of open spaces to ensure these reflect the Biodiversity Policy, BOA policies (where relevant) and other local biodiversity objectives	Identify the most appropriate team member to comment on applications and review these	Ongoing	Employment of New Biodiversity Officer role, Greenspaces team and Development Management team	Medium to High £47K-£57K	Impacts to greenspaces and species are mitigated. Opportunities to manage new green spaces, such as SANGs, are identified. Provide new income streams to reduce costs to the Council	New Staff post required
Education	6	The council will identify training needs and deliver a training programme for the organisation and its contractors to ensure Biodiversity Policy principles are embedded throughout the organisation.	Identify training requirements across the workforce and contractors	Audit of current knowledge and develop a training programme across the workforce and contractors	1 - 2	New Biodiversity Officer role and/or external consultants	Low	Embed biodiversity improvements across all of the council's activities and decision making. Upskills existing staff	New Staff post required
			Deliver the required training	Delivery of a training programme that considers how different services should consider biodiversity in their activities	Ongoing as required	New Biodiversity Officer role and/or external consultants	Medium £5K		

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Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
	7	The council will assist with the signposting of best practice guidance, in partnership with key stakeholders in managing habitat and biodiversity; and ensure its own operations are undertaken following best practice	Review existing land management practices and determining whether the measures require updating	Audit of current management measures and determine whether these need to be updated to reflect best-practice guidance	1	New Biodiversity Officer & Greenspaces team	Low <sup>5</sup>	Ensures all management is delivered in line with the latest best-practice guidance. Leading by example	None
Signpost Town & Parish Councils and local community groups to information on best practice and guidance for managing to improve biodiversity			Provides links to information, key stakeholders groups	5	New Biodiversity Officer role, Key partners and stakeholders	Low	Strengthen cooperation and relationship with stakeholders	Additional funding requirements	
Engage with contractors to ensure management undertaken by third parties is undertaken in line with best practice			Provide clear methods and aims of activities to contractors	Ongoing	Greenspaces team & Housing Development	Low	Ensures contractors are accountable for their activities and these are delivered in line with the Council's Biodiversity Policy	None	
	8	The Council will work in partnership with primary care givers, community support teams and volunteers to deliver green social prescription measures within its green spaces	Liaise with primary care givers and community support teams to develop green social prescription services to the local community	Meetings with primary care team to identify volunteer opportunities that can deliver social prescription	1	Greenspaces team and Communities team	Low	Wellbeing benefits to the local community. Enhances volunteer opportunities	Management of volunteers is time-consuming and may require more officer resource. Borough wide volunteer work plan would need to be created
Consult with its existing volunteers on an annual basis to identify improvements			Annual questionnaire to volunteers to maximise engagement and	Ongoing	Greenspaces team	Low	Enhance volunteer experience and engagement. Improve volunteer skillset to		

Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
				enhance the experience.				increase work delivery, commitment and ownership	
			Review and consider identified changes to improve the service	Review the results of the annual questionnaire	Ongoing	Greenspaces team and Communities team	Low to Medium <sup>6</sup>	Increased engagement	If improvements require financial input, this will result in additional resources being required
Communication	9	The council will develop a communication strategy in relation to biodiversity initiatives and maintenance works, specifically identifying the objective of the initiative, method of delivery and outcomes	Developing a communication strategy that details the methods of communication, timescales, information to include and reasons for the initiative or maintenance work in addition to the delivered outcomes	Liaise with the communication team to develop the strategy.	Ongoing	New Biodiversity Officer role, Greenspaces, Housing Development team, Planning Policy/ Development Management and Communication team	Low	Maximises public engagement and understanding with regards to the actions require to manage greenspaces. Ensures communication with respect to activities is consistent	Additional resources are required to deliver this
Partnerships	10	The council will continue to foster positive partnerships across the borough and identify and add key projects it can support, sharing resources, where possible and proactively engaging with the local community and local authorities	Identify existing initiatives across the borough and determining whether resources can be shared to deliver these	Undertake meetings with key stakeholders to review initiatives and progress and identify areas where resources can be shared to deliver these effectively	Ongoing	New Biodiversity Officer role, Key partners and stakeholders	Low	Efficient delivery of projects. Strengthening of partnerships	None
			Undertake consultations with the local community with regards to the management of open spaces				Low	Maximises community engagement and understanding of biodiversity issues	None
	11	The Council will extend data information sharing agreements with external	Review existing data sharing agreements	Audit of current data sharing and determine whether	1	New Biodiversity Officer role, Key	Low	May reduce the need for additional surveys	None

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Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
		organisations to increase efficiency and accuracy of data used for management and monitoring	and updating these where relevant	these require updating		partners and stakeholders		where recent information is gathered	
			Develop a mapping system that allows members of the community to identify local biodiversity initiatives	Identify the most appropriate mapping tool to collect information on biodiversity assets	5	New Biodiversity Officer role, Surrey Biological Information Centre, Surrey CC and SWT	Low to Medium £5K <sup>7</sup>	Increases partnership working and community engagement and identifies key local priorities	Additional resources are required to deliver this
			Ensure all management plans and strategies include a costed monitoring regime using the Monitoring, Evaluation, Reporting and Improvement (MERI) tools	As part of the review and preparation of the management plans, ensure these included a robust and costed monitoring strategy	10	New Biodiversity Officer Role & Greenspaces team	Low	Management plans are regularly updated ensuring that the monitoring strategy is included	None
Monitoring	12	The council will develop a costed monitoring regime across all sites or habitats it manages to support and guide their management	Identify existing monitoring strategies and determine whether these require additional information, such as species-specific or habitat condition surveys	The updating of monitoring strategies will need to determine whether updated surveys are required to inform the management of a site	10	New Biodiversity Officer Role & Greenspaces team	Medium £10K	Species and habitat surveys can help determine the success of a monitoring strategy and inform future management objectives to maximise biodiversity	Where additional surveys are required, this will require additional resources
			Develop and implement a SNCIs monitoring strategy across the borough and link this to the local plan phasing	Identify all the SNCIs across the borough, the date last surveyed and commission the surveys in line with best practice guidance	10	New Biodiversity Officer Role, Greenspaces team, Development team, Planning Policy/Development Management, External	Medium £10K	Improves Development Management review of planning applications in relation to SNCIs and understanding of biodiversity assets. Determines the management required to maximise biodiversity.	Considering these sites have not been surveyed for many years, the initial surveys will be extensive and will require investment

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Policy type	Policy number	Aspiration	Action	Proposal	Timescale (years from policy launch)	Delivery option	Annual Cost impact <sup>1</sup>	Advantages	Disadvantages
						consultants, Surrey County Council staff		Strengthen liaison with landowners	
	13	The council will review this policy as required and will report to council and the community on the delivery of this Biodiversity Policy and Action Plan	Review of Biodiversity Policy as required	Following review, the present updates and progress to council and the community on the delivery of this Biodiversity Policy	5	New Biodiversity Officer Role & Greenspaces team	Low <sup>8</sup>	The Biodiversity Policy will reflect latest information and provide current advice and trends	Additional specialist staff / consultants will be required to deliver this reporting
Third Parties	14	The council will ensure that third parties maintaining council-owned land, comply with the Biodiversity Policy. When maintaining land on behalf of a third party, the principles of this policy will be delivered as a far as possible	Negotiate with third parties maintaining council-owned land to comply with the policy. When maintaining land on behalf of a third party, implement the principles of this policy as far as possible	Communicate the Biodiversity Policy to third parties	Ongoing	New Biodiversity Officer Role, Greenspaces, Legal (possible external legal services) and Estates teams	Low – Medium £3K - £12K	Ensures the consistent delivery of the Biodiversity Policy across the borough	Potential additional legal costs

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