

DATED 19 March 2016/20

- (1) LEWES DISTRICT COUNCIL
 - (2) MID SUSSEX DISTRICT COUNCIL
 - (3) SEVENOAKS DISTRICT COUNCIL
 - (4) THE DISTRICT COUNCIL OF TANDRIDGE
 - (5) TUNBRIDGE WELLS BOROUGH COUNCIL
 - (6) WEALDEN DISTRICT COUNCIL
- And
- (7) THE CONSERVATORS OF ASHDOWN FOREST

AGREEMENT
relating to the delivery of a
Strategic Access Management and Monitoring Programme
in the Ashdown Forest

THIS AGREEMENT is dated

19 March

2019/20

BETWEEN:

- (1) **LEWES DISTRICT COUNCIL** whose principal place of business is at Southover House, Southover Road, Lewes, East Sussex BN7 1AB;
 - (2) **MID SUSSEX DISTRICT COUNCIL** whose principal place of business is at Oaklands, Oaklands Road, Haywards Heath, West Sussex RH16 1SS;
 - (3) **SEVENOAKS DISTRICT COUNCIL** whose principal place of business is at Council Offices, Argyle Road, Sevenoaks, Kent TN13 1HG;
 - (4) **THE DISTRICT COUNCIL OF TANDRIDGE** whose principal place of business is at 8 Station Road, East Oxted, Surrey RH8 0BT;
 - (5) **TUNBRIDGE WELLS BOROUGH COUNCIL** whose principal place of business is at Town Hall, Mount Pleasant Road, Tunbridge Wells, Kent, TN1 1RS;
 - (6) **WEALDEN DISTRICT COUNCIL** whose principal place of business is at Council Offices, Vicarage Lane, Hailsham, East Sussex BN27 2AX;
- and
- (7) **THE CONSERVATORS OF ASHDOWN FOREST** whose principal place of business is at The Ashdown Forest Centre, Wych Cross, Forest Row, East Sussex RH18 5JP (the "Conservators").

BACKGROUND:

- (A) Under EU Directive 2009/147/EC dated 30 November 2009 on the conservation of wild birds ("the Birds Directive") member states are under a duty to protect and manage wild bird species. The Birds Directive is implemented into UK law by the Conservation of Habitats and Species Regulations 2017 (the "Habitats Regulations").
- (B) The Ashdown Forest Special Protection Area ("the Ashdown Forest SPA") was classified in March 1996 as it contains important populations of two of the species considered to be vulnerable or rare and listed in Annex 1 to the Birds Directive.
- (C) Under the Ashdown Forest Act 1974, the Conservators of Ashdown Forest have a duty to regulate and manage the recreational use of the Ashdown Forest and to conserve it as a quiet and natural area of outstanding beauty.
- (D) The LPAs and the Conservators of Ashdown Forest have agreed to work together to put in place a strategic access management and monitoring programme for the Ashdown Forest SPA for the purposes of ensuring effective avoidance and mitigation of any significant effects of new residential development and compliance with the requirements of the Habitats Regulations and to finance this by means of a tariff levied in respect of residential developments in their respective administrative areas that could have an impact on the Ashdown Forest SPA.
- (E) The purpose of this Agreement is to enable the parties to it to give effect to these arrangements.
- (F) The LPAs have power to enter into these arrangements in their capacity as Local Planning Authorities under s.1 of the Localism Act 2011, s.111 of the Local Government Act 1972 and the Conservation of Habitats and Species Regulations 2017.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions shall have the following meanings:

“Authorised Officer” means an officer designated and appointed by each of the LPAs and the Conservators to manage and supervise this Agreement;

“Commencement Date” means the date of this Agreement;

“Conservators” means the Conservators of Ashdown Forest and, for the purposes of this Agreement, any other body which may be appointed from time to time by the Conservators to carry out services connected with the delivery of the Projects;

“Contingency Fund” means the reserve of money within the Financial Budget to deal with any possible shortfall in predicted costs for any Projects as may be approved by the JSG from time to time;

“EIR” means the Environmental Information Regulations 2004 or any re-enactment or replacement of these regulations;

“Financial Budget” means the annual financial plan and budget for the Projects approved by the JSG;

“Financial Year” means the period from 1 April in any year until 31 March in the following year;

“FOIA” means the Freedom of Information Act 2000 and any re-enactment or replacement of the Act;

“Joint SAMM Strategy” means the framework approved by the LPAs for the delivery of a strategic access management and monitoring programme in the Ashdown Forest SPA;

“JSG” means the Ashdown Forest Joint Steering Group appointed by the LPAs to make decisions and recommendations regarding the strategy and implementation of the Projects, whose composition is more particularly detailed in Clause 6 and Schedule 4;

“JWG” means the Ashdown Forest Joint Working Group responsible for overseeing the delivery of the Projects on a day-to-day basis, whose composition is more particularly detailed in Clause 6 and Schedule 4;

“Lead Authority” means Wealden District Council or such other body or organisation as may assume responsibility for receipt of the Tariff collected by the LPAs and payments to the Conservators under the direction of the JSG under and in accordance with the terms of this Agreement;

“LPAs” means Lewes District Council, Mid Sussex District Council, Sevenoaks District Council, the District Council of Tandridge, Tunbridge Wells Borough Council and Wealden District Council;

“Projects” means the delivery of a strategic access management and monitoring programme for the Ashdown Forest SPA, further details of which are set out in Schedule 1;

“Projects Expenditure” means expenditure on payment of salaries, revenue and capital costs together with any VAT properly chargeable thereon in relation to the delivery of the Projects, as approved by the JSG in each Financial Plan and Budget;

“Projects Officers” means the persons employed to the roles of the Access Management Lead Officer and the Assistant Access Management Officer (or such other roles as may replace these during the term of this Agreement) to work with the Conservators on the delivery of the Projects;

“Quarter” means a period of three (3) months ending on 31 March, 30 June, 30 September and 31 December in any Year, and “Quarterly” shall be defined accordingly;

“Relevant Development” means any proposed development where such development without avoidance or mitigation measures is considered to have a likely significant effect on the Ashdown Forest SPA, either alone or in combination with other plans or projects, following an assessment under the Habitats Regulations authorised by a planning permission in respect of which the application was received by the Local Planning Authority on or after the [] 2019 or in respect of which planning conditions are discharged on or after [] 2019, which will involve the construction of one or more units of residential accommodation, or in the case of other development is considered to require avoidance and mitigation measures to ensure that such development is not likely to have a significant impact on the Ashdown Forest SPA;

“Ring-fenced Account” means the account held and managed by the Lead Authority in which the Lead Authority will hold the Tariffs paid to it in accordance with Clause 2.2 and out of which it is required to pay the Projects Expenditure in accordance with Clause 4 and Clause 5.2;

“Tariff” means the amounts paid by way of an obligation pursuant to s106 of the Town and Country Planning Act 1990, the Community Infrastructure Levy Regulations 2010 or any other agreement in respect of each unit of residential accommodation within a Relevant Development to ensure that there is no significant effect to the Ashdown Forest SPA, in accordance with the methodology identified by the LPAs, provided always that such amount may be adjusted in the light of all relevant circumstances relating to the Projects or the proposed development which shall be a matter for each individual LPA to determine. Tariff shall also include any amounts the LPAs have received specifically for strategic access management and monitoring in connection with applications for planning permission within a Relevant Development received before the Commencement Date. For the avoidance of doubt, the Tariff shall also be inclusive of any interest on such amounts referred to above;

“Treasury Rate” means the long-term treasury rate, being the rate earned on long-term investments (maturity > 365 days) of monies in the Ring-fenced Account where sufficient sums are available to make such an investment and the short-term treasury rate will be used where there are insufficient sums in the Ring-fenced Account;

“Wealden” means Wealden District Council;

“Working Days” means any day that is not a Saturday, Sunday or bank holiday in England and Wales.

- 1.2 Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender includes all genders.
- 1.3 Clause and Schedule headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement.
- 1.4 References to Clauses and Schedules are to Clauses and Schedules to this Agreement.
- 1.5 References to each party herein include references to its successors in title, permitted assigns and novatees.
- 1.6 In the event of any inconsistency between the provisions of any Schedule hereto and the provisions of the main body of this Agreement, the former shall prevail to the extent of this inconsistency.

2. TARIFF

- 2.1 Each LPA shall, on 31 March, 30 June, 30 September and 31 December each Year throughout the term of this Agreement, pay to the Lead Authority all the amounts it has received by way of Tariff within thirty (30) days of receipt by the LPA of the same.
- 2.2 The Lead Authority undertakes to hold the Tariff in the Ring-fenced Account. For the avoidance of doubt the Lead Authority shall also hold its Tariff in the Ring-fenced Account.
- 2.3 The amounts (including interest accrued) in the Ring-fenced Account shall be used to cover the Projects Expenditure to ensure the long-term protection and maintenance of the integrity of the Ashdown Forest SPA from the impact of any Relevant Development.
- 2.4 In the event that this Agreement is terminated in accordance with Clause 7, then any sums of money held by the Lead Authority in the Ring-fenced Account will be liquidated and used to cover any outstanding financial commitments in accordance with Clause 7.5 below.

3. PROJECT DELIVERY

- 3.1 The Conservators shall be responsible for the delivery of the Projects. The Lead Authority shall use reasonable endeavours to procure that the Conservators deliver the Projects in accordance with the project delivery requirements, as more particularly detailed in Schedule 1 and as directed by the JWG or the JSG from time to time.
- 3.2 The JSG may from time to time direct that Wealden takes over responsibility for the delivery of a Project(s). In this event the provisions of Schedule 5 shall apply to the delivery of any such Project(s) by Wealden.
- 3.3 At all times during the term of this Agreement the Conservators shall use their best endeavours in the delivery of the Projects, including any future projects agreed by the JSG or the JWG from time to time, to comply and act solely in accordance with, the instructions of the JSG, the JWG and the Financial Budget.
- 3.4 Ownership of capital assets purchased by the Conservators with money paid to the Conservators under this Agreement shall rest with the Conservators. If the Conservators cease to be responsible for the delivery of the Projects, the Lead Authority shall procure that ownership of such capital assets will be transferred by the Conservators at nil cost to any successor organisation that takes over the functions of the Conservators relating to the delivery of the Projects.
- 3.5 The Conservators shall report to the JSG and JWG, at each progress and review meeting, on the progress of the implementation and delivery of the Projects, including recommendations and/or decisions by the Conservators based on their opinion of the effectiveness of the Projects and whether they should continue in their present form or require modification. The Conservators shall in addition provide such information about the delivery of the Projects as may be reasonably requested by the JSG and/or JWG in writing from time to time.

3A. PROJECTS OFFICERS

- 3A.1 Wealden shall be responsible for the employment and management of the Projects Officers. The Projects Officers will work with the Conservators to ensure the delivery of the Projects in

accordance with the project delivery requirements but shall at all times act under the management and direction of Wealden.

- 3A.2 The costs of recruitment, employment and redundancy of the Projects Officers shall constitute Projects Expenditure. The Lead Authority shall ensure that at all times a contingency amount is retained in the Ring-fenced Account to cover the employment costs relating to the Projects Officers.
- 3A.3 Nothing in this Agreement shall constitute the Projects Officers as employees, agents or representatives of the Conservators or any of the LPAs.

4. EXPENDITURE PAYMENTS

- 4.1 The Lead Authority shall, monthly in advance, pay to the Conservators such Projects Expenditure amounting to fixed costs from the Ring-fenced Account as have been agreed by the JSG in the Financial Budget to be expended on the Projects in that year.
- 4.2 The Lead Authority shall, monthly in advance, pay Wealden from the Ring-fenced Account such employment costs for the Project Officers.
- 4.3 The Lead Authority shall pay to the Conservators such variable costs as are required to meet any outstanding Projects Expenditure during the preceding Quarter, subject to and upon receipt of a valid invoice in respect of the same and provided that the value of such Projects Expenditure has been approved by the JSG and there are available funds in the Ring-fenced Account to cover the invoice amount.
- 4.4 The Conservators shall forward to the Lead Authority an invoice for any variable costs as are required to meet any outstanding Projects Expenditure during the preceding Quarter.
- 4.5 The Conservators agree and accept that payment under Clause 4.3 shall only be made to the extent that the value of such Projects Expenditure has been approved by the JSG.
- 4.6 In the event that there are insufficient sums available in the Ring-fenced Account to cover the payments required under Clause 4.3, payment shall be made as soon as sufficient funds become available or, upon approval of the JSG, payments shall be made from the Contingency Fund.
- 4.7 Subject to Clauses 4.5 and 4.6, the Lead Authority shall pay all undisputed invoices within thirty (30) days of receipt.
- 4.8 If the Lead Authority fails to make any payment under Clause 4.7 when it falls due, it shall pay interest on the overdue amount at the rate of 2% per annum above the base rate of Lloyds Bank plc. Such interest shall accrue on a daily basis from the date it becomes due until the date of actual payment.
- 4.9 Any interest for late payment arising in respect of any amounts payable under Clause 4.8 shall be drawn from:
- a) the Ring-fenced Account where the reason for failure to make the payment is due to issues outside the control of the Lead Authority; or
 - b) the Lead Authority's own funds where the reason for failure to make the payment is due to issues within the control of the Lead Authority.

- 4.10 All sums due to the Conservators under this Agreement will be paid by the Lead Authority into a bank account in the name of the Conservators. The Conservators will keep all sums paid to it under this Agreement in an interest-bearing ring-fenced account. Payment will not be made to any other account without the prior written consent of the Lead Authority.
- 4.11 The Lead Authority will keep and maintain a record of all payments received and made under this Agreement for a period of ten (10) years from the end of the financial year to which they relate. This record will be available for review by the JSG upon written request.
- 4.12 The LPAs acknowledge and agree that if the Conservators enter into third party contracts in good faith in respect of the delivery of the Projects and the third party defaults on their contractual obligations for whatsoever reason, then, subject to the agreement of the JSG, the Conservators shall be reimbursed out of the Ring-fenced Account for any monies that it is required to expend either meeting the third parties contractual obligations or in taking reasonable steps to enforce the contract against the third party.
- 4.13 The Lead Authority has contributed funding to the Conservators' 'Every Dog Matters' programme, details of which are provided in Schedule 3. The Lead Authority shall recover the costs of such funding by way of deduction from the Ring-fenced Account following approval of the same by the JSG. Payment of these costs shall occur within a reasonable period from the date of approval from JSG.

5. THE LEAD AUTHORITY

- 5.1 The Lead Authority will provide all reasonable services and support required to manage the delivery of the Projects in partnership with the Conservators (or, if and where applicable, Wealden), in accordance with the provisions of this Clause 5 and Schedule 2, and in consultation with the LPAs and partner authorities.
- 5.2 The Lead Authority will be responsible for the following in relation to the financial administration of the Projects:
- a) receipt of the Tariffs in accordance with Clause 2.1;
 - b) administering the Ring-fenced Account;
 - c) making payments to the Conservators (or, if and where applicable, Wealden) in respect of the delivery of the Projects in accordance with Clause 4;
 - d) providing quarterly reports to the JSG in accordance with the Financial Reporting Requirements;
 - e) providing such financial information as may reasonably be requested by the JSG or the Conservators, and in such format as may reasonably be required;
 - f) updating the cash flow model in accordance with monitoring information provided by the LPAs; and
 - g) accounting for all expenditure and income.
- 5.3 The Lead Authority will also provide such legal and procurement services as may be reasonably required and as are agreed by the JSG to enable bird monitoring to take place at the Ashdown Forest SPA and visitor monitoring surveys to be undertaken at the Ashdown Forest SPA and at SANGs sites in its vicinity.

- 5.4 It is agreed and understood that the role of the Lead Authority is limited to the functions set out in this Clause 5 and that the Lead Authority is not assuming any role in providing either financial advice or strategic avoidance and mitigation advice.
- 5.5 The Lead Authority will keep full records relating to the functions it performs under this Agreement and will permit the LPAs, as well as their statutory auditors, access at all reasonable times upon written request to such records and to take copies of them.
- 5.6 On the third anniversary of the Commencement Date and on every third anniversary thereafter, the Lead Authority will be entitled to cease undertaking the functions of the Lead Authority under this Agreement provided that it has given no less than six (6) months' prior written notice to the JSG.
- 5.7 In the event that the Lead Authority no longer wishes to carry out its functions under this Agreement, then the JSG will use its best endeavours to procure that one of the other LPAs undertakes the role of Lead Authority.
- 5.8 In the event that no LPA is willing to undertake the role of Lead Authority, then the JSG, in conjunction with the LPAs, will procure that suitable arrangements are implemented to ensure the continued delivery of the Projects.

6. GOVERNANCE

Joint Steering Group

- 6.1 The delivery of the Joint SAMM Strategy, including the Projects, will be managed and overseen by the JSG.
- 6.2 The membership of the JSG will comprise two (2) officers from each of the LPAs. One officer from each LPA must have delegated authority to make decisions on behalf of its LPA. Members of the LPA will have full voting rights in proceedings of the JSG.
- 6.3 The JSG may at its discretion allow additional membership of the JSG, in a co-opted role with no voting rights, of the following:
 - a) up to two (2) representatives each from advisory bodies with appropriate and relevant technical expertise, as more particularly detailed in Schedule 4; and
 - b) the Lead Authority's Monitoring Officer and Chief Finance Officer.
- 6.4 The JSG will be responsible for strategic decision-making, steering the direction of the Joint SAMM Strategy, ensuring the objectives of the Projects are met and ensuring that delivery of the Projects represents value for money. Powers delegated to, and matters reserved from, the JSG are detailed in Schedule 4.
- 6.5 The JSG will meet four (4) times a year, unless an extraordinary meeting is requested by any JSG full member in accordance with its terms of reference. This provision shall remain in place unless and until the JSG resolve to change the frequency or structure of its meetings.
- 6.6 The quorum of a meeting of the JSG shall be no less than six (6) with at least one (1) member being from each of the constituent core members.

Joint Working Group

- 6.7 The delivery of the Projects will be managed and overseen on a day-to-day basis by the JWG, which will act as a vehicle for joint working, liaison and information exchange between the parties and selected stakeholders.
- 6.8 The membership of the JWG will comprise one (1) officer from each of the LPAs, who will have full voting rights in proceedings of the JWG. The Projects Officers will be members of the JWG but will have no voting rights in the proceedings of the JWG.
- 6.9 The JWG may at its discretion allow additional membership of the JWG, in a co-opted role with no voting rights, of representatives from advisory bodies with appropriate and relevant technical expertise, as more particularly detailed in Schedule 4.
- 6.10 The JWG will meet four (4) times a year, unless an extraordinary meeting is requested by any JSG core member in accordance with its terms of reference. This provision shall remain in place unless and until the JSG resolve to change the frequency or structure of its meetings.

7. TERM, TERMINATION AND WITHDRAWAL

- 7.1 This Agreement will come into force on the Commencement Date and will continue in force unless terminated in accordance with this Clause 7 or otherwise ended by mutual agreement, notwithstanding the right of any LPA to withdraw from this Agreement in accordance with this Clause 7.
- 7.2 The LPAs may by mutual agreement terminate this Agreement in the event that changes to statutes, regulations or orders including, without limitation, the Habitats Regulations, the Town and Country Planning Act 1990 and the Community Infrastructure Levy Regulations 2010, or changes to policy affect the LPAs' ability to deliver the Joint SAMM Strategy or collect the Tariff or which otherwise materially affects the LPAs' ability to fulfil their obligations under this Agreement.
- 7.3 In the event that the Lead Authority is in material breach of this Agreement then the LPAs may by notice in writing to the Lead Authority require such breach to be remedied within such reasonable period as may be set out in the notice. In the event that the Lead Authority fails to remedy the breach in accordance with the notice then the LPAs and the Lead Authority will submit to the dispute resolution procedure set out in Clause 11 (Dispute Resolution) in order to resolve the issue.
- 7.4 In the event that the Conservators are in material breach of this Agreement, then the Lead Authority (jointly with and on behalf of the LPAs) may by notice in writing to the Conservators require such breach to be remedied within such reasonable period as may be set out in the notice. In the event that the Conservators fail to remedy the breach in accordance with the notice then the Conservators and the Lead Authority shall submit to the dispute resolution procedure in Clause 11 (Dispute Resolution) in order to resolve the issue.
- 7.5 This Agreement will be subject to review on the first anniversary of the Commencement Date and thereafter on an annual basis or as otherwise agreed by the JSG. In the event that any party considers that the Agreement should be terminated or wishes to withdraw from the Agreement then, subject to satisfying the provisions of Clause 10 (Notices), it shall notify the other parties to this effect no later than six (6) months prior to such anniversary (such notice to expire no earlier than the second anniversary of the Commencement Date), setting out its

reasons. The parties shall consider the issue of termination and the Agreement shall terminate if and when a majority of two-thirds of the parties to this Agreement agree to such termination. In the event that a party wishes to withdraw from the Agreement, the other parties shall accept the decision of the withdrawing party, which shall be unfettered.

- 7.6 Following termination of the Agreement in accordance with this Clause 7 and in lieu of any substantially similar agreement taking its place, then under the direction of the JSG any sums of money held by the Lead Authority will be used to discharge any liabilities incurred by the Conservators or Wealden in relation to the Projects, including redundancy payments to the Projects Officers, provided that such redundancy payments relate solely to that proportion of their employment undertaking work on the Projects. The Lead Authority will use reasonable endeavours to procure that the Conservators and, where appropriate Wealden, minimise any costs arising from such termination.
- 7.7 In the event that, following discharge of any liabilities under Clause 7.5, any balance is left, such monies will be paid to the LPAs in the proportion of their payments of the Tariffs during the period from the Commencement Date until the date of termination, for the LPAs to spend on implementing alternative avoidance measures under the direction of the JSG.
- 7.8 In the event of withdrawal by one of the parties, the withdrawing party shall be released from its obligations under this Agreement including, without limitation, any liability to make further Tariff payments from the date of withdrawal. The withdrawing party shall not be entitled to any refund of the Tariff payments made or committed up to the date of withdrawal.

8. FREEDOM OF INFORMATION

- 8.1 The parties acknowledge that each of the LPAs is subject to the requirements of the FOIA and the EIR.
- 8.2 The parties shall where reasonable assist and co-operate with any LPA receiving a request for information (at each parties' own expense) to enable that LPA to comply with their information disclosure obligations under the FOIA and EIR, as applicable.
- 8.3 Where any party receives a request for information which should have been directed to one of the LPAs, the receiving party shall promptly (and in any event within five (5) working days) refer the request to the relevant LPA. Any request in relation to this Agreement or the Joint SAMM Strategy shall be passed to the Lead Authority.
- 8.4 Whenever practicable, the LPA receiving a request for information relating to this Agreement shall consult the other parties and have reasonable regard to their representations prior to the release of any information.
- 8.5 Each LPA shall retain ultimate responsibility for determining how it shall respond to such requests and/or whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information and the FOIA or EIR (as applicable), and each LPA shall be responsible for determining in its absolute discretion whether any information:
- (a) is exempt from disclosure under the FOIA or EIR (as applicable); and/or
 - (b) is to be disclosed in response to a request for information.
- 8.6 Each LPA acknowledges that the other LPAs may be obliged under the FOIA and/or EIR to disclose information:

- (a) without consulting with the other parties where it has not been practicable to achieve such consultation; or
- (b) following consultation with the other parties and having taken their views into account.

9. AUDIT

- 9.1 The Lead Authority (or if and where applicable, Wealden) shall, and shall procure that the Conservators shall, allow any of the LPAs and any auditors or other advisers to any of the LPAs to access its personnel and such of the Lead Authority's, Wealden's and the Conservators' records as any such LPA may reasonably require to:
- a) fulfil any legally enforceable request by any regulatory body;
 - b) verify the accuracy of any charges under this Agreement or identify a suspected fraud; and/or
 - c) verify the accuracy and completeness of any management information delivered or required by this Agreement.
- 9.2 The Lead Authority (or if and where applicable, Wealden) shall, and shall procure that the Conservators shall, use its reasonable endeavours to minimise any disruption or delay to the Projects caused by the conduct of an audit and that, where possible, individual audits are co-ordinated with each other.
- 9.3 Any LPA wishing to conduct an audit shall give the Lead Authority no less than five (5) Working Days' written notice of its intention to conduct an audit, save where the audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
- 9.4 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 9.

10. NOTICES

- 10.1 Except as expressly stated to the contrary, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by prepaid first-class post or special or recorded delivery to the relevant Authorised Officer at the address notified for that purpose, or such other address as either party may notify to the other for this purpose from time to time.
- 10.2 Any notice shall be treated as having been served on delivery if:
- a) delivered by hand, at the time of delivery;
 - b) delivered by courier, two (2) Working Days after despatch;
 - c) in the case of pre-paid first-class post or registered post, three (3) Working Days from the date of posting.

11. DISPUTE RESOLUTION

- 11.1 All disputes between the parties arising out of or in connection with this Agreement shall, in the first instance, be referred to the parties' respective Authorised Officers for resolution.

- 11.2 If the dispute is not resolved within a maximum of ten (10) Working Days, it shall be referred to the parties' respective Chief Executives (or equivalent position).
- 11.3 If, having been so referred, the dispute is not resolved within a maximum of twenty (20) Working Days, such dispute may be referred, by agreement between the parties, to a mediator. The mediator shall be selected by mutual agreement or, failing such agreement within fifteen (15) Working Days, shall be selected by the Centre for Effective Dispute Resolution or such other similar body as may be agreed. Decisions of the mediator shall be final and binding. The fees of the mediator shall be borne by the parties in such proportions as may be determined by the mediator.
- 11.4 If either party does not agree with any dispute being referred for resolution in accordance with this Clause 11, then the dispute shall be determined by the courts in accordance with Clause 12 (Law and Jurisdiction).

12. LAW AND JURISDICTION

- 12.1 The construction, validity and performance of this Agreement shall be governed by English law and, subject to Clause 11 (Dispute Resolution), the parties irrevocably submit to the exclusive jurisdiction of the English courts.

13. ASSIGNMENT AND SUB-CONTRACTING

- 13.1 The Conservators shall not assign, transfer, sub-license, novate, sub-contract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the LPAs (such consent not to be unreasonably withheld or delayed).
- 13.2 A change in the legal status of any of the LPAs shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to that LPA.
- 13.3 In the event that the Conservators or Wealden enter into any sub-contract in connection with this Agreement it shall:
- a) remain responsible to the LPAs for the performance of its obligations under this Agreement notwithstanding the appointment of any sub-contractor and be responsible for the acts omissions and neglects of its sub-contractors;
 - b) impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this Agreement and shall procure that the sub-contractor complies with such terms; and
 - c) ensure that a copy of any sub-contract is provided to the Lead Authority within thirty (30) days after it is executed.
- 13.4 To the extent that the Conservators or Wealden sub-contract to any third party any of their obligations hereunder, any reference in this Agreement to the Conservators' or Wealden's (as the case may be) employees, agents and contractors shall include those of the relevant sub-contractor.

14. ENTIRE AGREEMENT

- 14.1 This Agreement, together with the schedules and all other documents attached or referred to in, or executed contemporaneously with, this Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior agreement, arrangement and understanding between the parties.

- 14.2 No representation, promise or undertaking shall be taken to have been made or implied from anything said or written in negotiations between the parties prior to the Commencement Date, except as expressly stated in this Agreement. Each party acknowledges and agrees that it has not relied upon any information given or representation made by or on behalf of the other in entering into this Agreement.
- 14.3 No party shall have any remedy in respect of any untrue statement made by any other party upon which that party relied in entering into this Agreement and that party's only remedies shall be for breach of contract as provided in this Agreement.
- 14.4 Nothing in this Clause 14 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

15. THIRD PARTY RIGHTS

- 15.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

16. WAIVER

- 16.1 The failure of any party to enforce or exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall not affect that party's right to enforce or exercise it at a later stage.

17. SEVERABILITY

- 17.1 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

18. SURVIVAL

- 18.1 Provisions of this Agreement which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.

19. INDEPENDENT PARTIES

- 19.1 The relationship of the parties is that of independent contractors dealing at arm's length and nothing in this Agreement shall constitute any party as the agent, employee or representative of any other party, or empower any party to act for, bind or otherwise create or assume any obligation on behalf of any other party, and no party shall hold itself out as having authority to do the same.

20. INJUNCTIVE RELIEF

- 20.1 The parties acknowledge and agree that a breach by any party of any of the terms of this Agreement may result in irreparable and continuing damage to the other parties for which there

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The Common Seal of
SEVENOAKS DISTRICT COUNCIL
is hereunto affixed to this Agreement
in the presence of:

Mr. Thompson

Authorised Signatory

The Common Seal of
THE DISTRICT COUNCIL OF TANDRIDGE
is hereunto affixed to this Agreement
in the presence of:

Maniyan

AUTHORISED SIGNATORY

WITNESS
The Common Seal of
TUNBRIDGE WELLS BOROUGH COUNCIL
is hereunto affixed to this Agreement
in the presence of:

[Signature]

The Common Seal of
WEALDEN DISTRICT COUNCIL
is hereunto affixed to this Agreement
in the presence of:

[Signature]



MT Gaslin
Authorised Signatory



25991

Signed by
THE CONSERVATORS OF ASHDOWN FOREST

Kieran [Signature]
Chairman of the Board of Conservators.

SCHEDULE 1

Ashdown Forest Special Protection Area (SPA)

Strategic Access Management and Monitoring Strategy

Tariff Guidance

For

Lewes District Council

Mid Sussex District Council

Sevenoaks District Council

District Council of Tandridge

Tunbridge Wells Borough Council

Wealden District Council

1. Purpose of document

- 1.1. Wealden, Mid Sussex and Lewes District Councils and Tunbridge Wells Borough Council have been working in partnership with the Conservators of Ashdown Forest and Natural England since 2012 to develop a Joint Strategic Access Management and Monitoring (SAMM) Strategy. More recently, Tandridge and Sevenoaks District Councils have also been involved in the development of the SAMM Strategy.
- 1.2. To secure the delivery of the SAMM Strategy, partner local authorities and the Conservators of Ashdown Forest have entered into this Agreement. This is to facilitate the implementation of the SAMM Strategy to release development where this has previously been restricted due to Ashdown Forest Special Protection Area (SPA) mitigation requirements. Legal Agreements have been prepared in conjunction with the Conservators of Ashdown Forest as the delivery body for access management and on the ground bird monitoring.
- 1.3. This document provides SAMM tariff guidance for all local authority partners and outlines the level of financial contribution required from new residential development to contribute to a strategic SAMM mitigation strategy.

2. Background

Ashdown Forest Special Protection Area

- 2.1. The Ashdown Forest Special Protection Area (SPA) is located in the High Weald of East Sussex, within Wealden District. The Ashdown Forest SPA covers an area of 3,207 hectares. Together with the nearby Wealden Heaths SPA and Thames Basin Heath SPA, the Ashdown Forest SPA forms part of a complex of heathlands that support breeding bird populations of European importance, in particular the nightjar and Dartford warbler. The Ashdown Forest SPA is also a designated Special Area of Conservation (SAC) because it contains one of the largest single continuous blocks of lowland heath in South-East England with both European dry and North Atlantic wet heath. The SAC designation covers an overall area of 2,729 hectares. The Ashdown Forest SPA is also designated a Site of Special Scientific Interest (SSSI).
- 2.2. The Ashdown Forest SPA is protected in UK law by The Conservation of Habitats and Species Regulations 2017. The Habitats Regulations transpose the requirements of EC Directive 2009/147/EC on the Conservation of Wild Birds (the Birds Directive) and EC Directive 92/43/EEC on the Conservation of Natural Habitats and of Wild Fauna and Flora (the Habitats Directive). Under the Habitats Regulations, development proposals must not give rise to adverse effects on the integrity of the Ashdown Forest SPA either alone or in combination with other plans or development proposals. If it is likely that a (significant) adverse effect will occur or where it is uncertain that an adverse effect may occur, then measures must be secured to either avoid or mitigate the impact. If it is not possible to avoid or mitigate an adverse impact then planning permission will be refused².

² In the absence of imperative reasons of overriding public interest and appropriate compensatory measures

Impact of Development at Ashdown Forest SPA

- 2.3. The delivery of new housing will lead to an increase in population within the Districts and Boroughs around the Ashdown Forest SPA. Visitor surveys at Ashdown Forest in 2008³ and 2016⁴ identified a significant use of Ashdown Forest by the existing local population, particularly for the purpose of dog walking. Data analysis⁵ following the 2008 survey identified that it is likely that any new population arising from new development in the local area will also use Ashdown Forest as a recreational resource.
- 2.4. Studies and evidence resulting from research undertaken at the Ashdown Forest SPA and other SPAs in the country has identified that one of the principal threats to the European protected Dartford warbler and nightjar is the damaging effects of disturbance caused by recreation during their breeding period. It is acknowledged that freely roaming dogs hugely exacerbate the disturbance caused by people visiting the site where they can inadvertently trample on or flush birds from their nest leaving chicks or eggs to die. It is likely therefore that without appropriate and proportionate avoidance and mitigation measures, new development could impact on the populations of nightjar and Dartford warbler within the Ashdown Forest SPA, and would be contrary to the requirements of the Habitats Regulations.

3. Ashdown Forest SPA mitigation and avoidance measures

- 3.1. The focus of mitigation measures is on the impact of new residential development. This is in consideration that new development in the vicinity of the Ashdown Forest SPA is likely to result in an increase in overall visitor numbers and could therefore result in an increase in recreational pressure / disturbance on the protected bird species without mitigation in place.
- 3.2. The complementary use of Suitable Alternative Natural Greenspace (SANG) and a Strategic Access Management and Monitoring (SAMM) Strategy as a mitigation measure has been recommended by Natural England. The aim of SANGs is to ensure that visit rates do not increase as a result of new development. Together with the provision of strategic access management this is considered to be an essential and effective mitigation measure whereby new or enhanced green space is provided to draw potential users away from the Ashdown Forest SPA. SANGs are being dealt with individually by each Local Authority and do not form part of this document.
- 3.3. The Ashdown Forest visitor survey (2009) has identified that the Ashdown Forest SPA is an attractive and compelling recreational resource attracting visitors from a wide area. Whilst SANGs are considered to be an essential and effective mitigation measure to help ensure that visit rates do not increase it has been identified that local residents enjoy using a variety of green spaces for their recreational activity including the Ashdown Forest SPA. It is likely therefore that residents living in new development will still visit and use the Ashdown Forest SPA from time to time even with SANGs in place. In considering the conservation objectives

³ Visitor Access Patterns on Ashdown Forest for Mid Sussex and Wealden District Councils (UE Associates and University of Brighton, 2009).

⁴ Liley, D., Panter, C. & Blake, D. (2016). Ashdown Forest Visitor Survey 2016.

⁵ Clarke, R.T., Sharp, J & Liley, D. 2010. Ashdown Forest visitor survey data analysis. Natural England Commissioned Reports Number 048.

of the Ashdown Forest SPA, mitigation is therefore required to take place at Ashdown Forest itself.

3.4. A number of different measures have been identified to form part of a mitigation package to avoid or reduce disturbance from an increase in recreational pressure at the Ashdown Forest SPA. These measures will need to be combined in order to ensure that they are effective.

4. Delivery of Strategic Access Management measures

4.1. The Local Authorities who are likely to deliver residential development near to the Ashdown Forest SPA have agreed to coordinate an approach to collect developer contributions to deliver visitor access management and monitoring measures at the Ashdown Forest SPA. This coordinated approach is supported by Natural England.

4.2. A number of access management initiatives have been identified to reduce the impact of people and their dogs who visit the Ashdown Forest SPA on the protected bird species, the Dartford warbler and nightjar during their breeding season. The SAMM Strategy also provides funding for bird and visitor monitoring to help assess the effectiveness of the mitigation measures and inform their ongoing delivery.

4.3. The responsibility for managing the majority of the Ashdown Forest SPA designated area lies with an independent body, the Board of Conservators of Ashdown Forest. Originally set up in 1885, the Board has been regulated under a series of Acts of Parliament, the most recent being the Ashdown Forest Act 1974. The access management measures and on the ground bird monitoring will be delivered by the Conservators of Ashdown Forest.

4.4. Regular meetings will take place between partner local authorities and the Conservators of Ashdown Forest to agree project expenditure and review the status and progress of projects and resolve any issues that may arise.

5. Aim of SAMM Strategy

5.1. In summary, the aim of the SAMM Strategy projects will be to:

- Raise awareness and build visitor understanding of the importance and sensitivity of ground nesting birds and their habitats within the Ashdown Forest SPA as part of the wider education and heathland management programme;
- Promote alternative recreational spaces (SANGs) for local people especially in the breeding bird season;
- Promote and enforce where necessary the Code of Conduct for dog walkers;
- Encourage responsible dog walking and behavioural change as set out in the Code of Conduct;

- Provide new and additional volunteering opportunities such as Volunteer Dog Rangers in the delivery of advice and on-site support to ensure and promote responsible behaviour and use of the Ashdown Forest SPA;
- Contribute to the existing Ashdown Forest education programme to deliver outcomes that relate to the required mitigation measures in relation to Ashdown Forest SPA; and
- Help coordinate and support bird monitoring on the Ashdown Forest SPA and undertake visitor monitoring on the Ashdown Forest SPA and at SANG sites. This will be used to:
 - Ensure that projects are effective;
 - Inform the direction of strategic access management; and
 - Measure the effectiveness of avoidance and mitigation measures.

6. SAMM Strategy projects

6.1. A number of projects have been identified through consultation with the Conservators of Ashdown Forest and Natural England as being necessary to deliver the above objectives. These include:

- Development of a Code of Conduct, with input from affected Local Authorities to ensure that the Code meets the requirements of the Habitats Regulations;
- Promotion of Code of Conduct using a variety of media resources;
- Producing leaflets regarding the Code of Conduct and distribution of leaflets;
- Development and procurement of appropriate signage and interpretation boards;
- Organising responsible dog ownership training events and managing the delivery of the events;
- Recruiting and managing Volunteer Dog Rangers;
- Recruiting an Access Management Lead Officer;
- Recruiting an Assistant Access Management Officer;
- Organisation and delivery of on site and off site (in relation to access management and monitoring at the Ashdown Forest SPA) education events; and
- Contributing to the wider Ashdown Forest education, information and volunteer programme.

6.2. Other projects have been developed and will be delivered in partnership with the Conservators of Ashdown Forest, with the affected Local Authorities responsible for the delivery of the projects. These include:

- The promotion of SANGs and the Code of Conduct for Dog Walkers on local authority websites;
- Development, production and distribution of leaflets to new households regarding the Code of Conduct and Suitable Alternative Natural Greenspaces (SANGs);
- The production of a bird monitoring methodology, coordination of bird surveys and subsequent analysis (involving Ashdown Forest bird monitoring volunteers and other relevant organisations as appropriate); and
- Visitor monitoring on the Ashdown Forest SPA and at SANGs sites.

6.3. Whilst the scope of the SAMM strategy has been agreed, projects and responsibilities for delivery will be finalised following collaborative working between partners.

7. Application of SAMM Strategy Tariff

7.1. Where it is concluded by a competent local authority that development is 'likely to have a significant effect' on the Ashdown Forest SPA, that development will be required to make a contribution to the SAMM Strategy to mitigate its impact. The SAMM Strategy will be applied to a zone of influence around the Ashdown Forest SPA. The extent of the zone is determined by each local authority. Please see the relevant local authority website for further information.

7.2. Within 400m of the Ashdown Forest SPA it is unlikely that any net new dwellings will be permitted because it will not be possible to fully mitigate impacts. This includes the impact of cat predation.

Permitted Development

7.3. On 6th April 2014 the Government extended the General Permitted Development Order to allow planning permission for certain classes of development without the requirement for a planning application, although prior approval may be required. This includes the change of use from farm buildings, shops (A1), Financial / Professional services (A2 uses) and office use (B1a) to dwellings⁶.

7.4. Notwithstanding the extension of permitted development rights, Sections 75 - 77 of the Habitats Regulations (2017) apply. This means that permitted development must still meet the requirements of the Habitats Regulations. Where it is considered that a 'significant effect' on the Ashdown Forest SPA may arise, the development must not commence until written approval has been received by the developer from the Local Planning Authority (or Natural England). In these circumstances, a developer will still be required to contribute to the SAMM Strategy in order to mitigate the impact of the development.

Affordable housing

7.5. Affordable housing developments will be required to make the full contribution to the SAMM Strategy.

Type of development and the application of the SAMM Tariff

7.6. The Habitats Regulations place a duty for all types of development to be considered in relation to their potential to have a significant effect on a European Site. Residential (Use class C) development is the main focus of the SAMM Strategy. However, in considering the potential impact on the Conservation Objectives of Ashdown Forest SPA, it may also be determined as part of a Habitats Regulations Assessment that other types of development, such as those not falling within a Use Class (for example Sui Generis which includes camp

⁶ Further information relating to permitted development including temporary permitted development can be found at: <http://www.planningportal.gov.uk/permission/commonprojects/changeofuse>

sites and caravan pitches) may be regarded to result in a significant impact. Types of development and their location will therefore need to be considered on a case by case basis. Further detail in relation to this is provided in Appendix 1.

CIL, S106 Planning Obligations and Unilateral undertakings

7.7. The projects identified as part of the SAMM Strategy constitute 'maintenance' rather than the provision of infrastructure⁷. On this basis, local authorities may fund the SAMM Strategy either through CIL or through the collection of planning obligations.

7.8. Each Local Planning Authority will be responsible for collecting its contributions for the SAMM Strategy. The mechanism used to collect contributions is a matter for individual local authorities and will be determined on a case by case basis.

Timing of contribution

7.9. Financial contributions for the SAMM Strategy will be agreed and, where applicable, entered into prior to the determination of a planning application. Payments to be made to each local authority are to be secured and paid no later than the commencement of development. For large development sites, payment by instalment could be considered subject to the agreement of the relevant local authority.

8. SAMM tariff

8.1. To fund the SAMM Strategy a tariff has been calculated on a per unit basis. This means that a set contribution will be required for each net unit whether a residential dwelling house or a flat, studio flat or other residential development use type.

8.2. It is noted that other avoidance and mitigation strategies elsewhere (Dorset and Thames Basin Heath) charge on a per bedroom basis. The per-bedroom tariff applied elsewhere has been considered as part of the SAMM Strategy work. Based on evidence, it is concluded that there is no justification at this time to charge on a per bedroom basis as relevant to mitigating the impact of new development on the Ashdown Forest SPA. Reasons for this include:

- Occupancy rates: The number of bedrooms in a dwelling does not necessarily reflect the number of persons living within a household⁸;
- There is no evidence to suggest that the more bedrooms in a dwelling would result in a higher number of visitors to the Ashdown Forest SPA or the potential for a greater recreational impact;
- There is no known relationship between the number of bedrooms, dog ownership and recreational use of the Ashdown Forest SPA;

⁷ The Community Infrastructure Levy Regulations 2010

⁸ <http://www.ons.gov.uk/ons/rel/census/2011-census-analysis/overcrowding-and-under-occupation-in-england-and-wales/rpt-overcrowding-and-under-occupation-in-england-and-wales.html>

- It is not possible to predict the number of bedrooms likely to come forward in the plan period which impacts on the cost analysis and securing appropriate funding to deliver the SAMM Strategy; and

8.3. In considering the above, a flat rate tariff has been identified to meet the Planning Obligation tests as set out in the CIL Regulations. Notwithstanding the above, should acceptable evidence be presented which would justify a per bedroom tariff then the per-dwelling SAMM tariff will be reviewed.

9. Calculation of contribution

9.1. The SAMM tariff has been established with reference to the cost of avoidance and mitigation considered necessary to address the impact from an increase in visitors to the Ashdown Forest SPA from new dwellings and the anticipated increase in residential dwellings in each local authority's zone of influence.

9.2. For the purpose of calculating the tariff each local authority provided their estimated housing projections which have been applied to a cash flow model. As of December 2015, 3770 houses are projected to be delivered as relevant to the SAMM Strategy over a 13 year period⁹. Mitigation is required for the lifetime of the development (in perpetuity). For the purpose of the SAMM Strategy cash flow model perpetuity has been taken to mean 100 years¹⁰.

9.3. The estimated housing projections are based on development being completed in the same year that it commences. The Strategy includes projections from all local planning authorities (Wealden, Mid Sussex, Lewes, Tandridge, Sevenoaks and Tunbridge Wells). The SAMM Strategy will also supersede Mid Sussex District Council's Interim Mitigation Strategy¹¹.

9.4. SAMM Strategy costs (out flow) have been identified in consultation with Natural England and the Conservators of Ashdown Forest. A summary of forecast project costs in perpetuity and as identified in December 2015 is provided in Appendix 2. These costs have been modelled against housing projections (in flow) and a discount cash flow model has been applied with an interest rate of 3.5%¹². A summary of the forecast cash flow model is provided in appendix 3.

9.5. Based on the project costs and projected housing numbers and delivery the SAMM tariff has currently been set at £1,170 per dwelling.

⁹ The proposed plan periods for Mid Sussex and Lewes District extend to 2031 and 2030 respectively and therefore extend beyond that of Wealden District Councils current plan period (2027). It is not possible at this time to predict housing numbers beyond Wealden District Council's current plan period. However, housing number estimates alongside project costs will be regularly reviewed to ensure that housing and cost assumptions are as accurate as possible¹⁰ Perpetuity meaning 100 years is based on the lifetime of a residential development being 100 years as set out in National Planning Policy Guidance (NPPG).

¹⁰ Perpetuity meaning 100 years is based on the lifetime of a residential development being 100 years as set out in National Planning Policy Guidance (NPPG).

¹¹ Ashdown Forest Special Protection Area (SPA) and Special Area of Conservation: Strategic Access Management and Monitoring (SAMM) – Interim Mitigation Strategy (Mid Sussex District Council – 22nd August 2013).

¹² This is in accordance with the current Treasuries Interest Rate.

- 9.6. The funds derived from each local authority will be combined. Therefore, the cumulative cash flow is linked between local authorities. A change in housing numbers or the timing of housing delivery from one local authority will ultimately impact on the total funding and interest accumulated. It will therefore be necessary to review the contribution amount on an annual basis and taking into account housing monitoring and the collection of funding. It is anticipated that a review will take place in Autumn 2019.
- 9.7. The cash flow model and budget will be reviewed annually at a minimum. The SAMM tariff may be updated to reflect any increase or decrease in costs and / or the level of mitigation required in accordance with visitor survey results and to account for any updates to the Access Management Strategy.

Appendix 1- Type of development and the application of the SAMM Tariff

Type	Explanation for contribution	Contribution calculation
C3: Dwelling houses		
Dwelling Houses	Proposals for one or more net units including affordable housing will be required to contribute to the SAMM Strategy.	Charge per additional net new unit.
Studio flats	Proposals for Studio Flats will be considered the same as a dwelling.	Charge per additional net new unit.
Retirement and age restricted properties	Proposals for one or more net units will be required to contribute to the SAMM Strategy.	Charge per unit.
C1: Hotels		
Staff residential accommodation	Proposals for a net increase in staff accommodation will be required to contribute to the SAMM Strategy.	Charge per additional net new unit or bedroom.
Holiday accommodation	Proposals for holiday accommodation will be required to contribute to the SAMM Strategy. This will include both new build and change of use applications.	Charge per net increase in holiday units.
Hotels / guesthouses	Proposals for hotels or guesthouses will be required to contribute to the SAMM Strategy where each bedroom will be considered as one unit. Where extensions to existing accommodation are proposed a contribution will be required for each net additional bedroom.	Charge per net increase in bedrooms.
C2: Residential Institutions		
Staff residential accommodation	Proposals for a net increase in staff accommodation will be required to contribute to the SAMM Strategy.	Charge per additional net new unit.
Residential care home / nursing home	Residential care homes and nursing homes will be considered on a case by case basis. This may include assessing the likely mobility of residents and the potential for pet ownership. Where no contribution is required then relevant conditions will need to be attached to any planning permission to ensure that no significant effect can arise for the lifetime of the development.	Considered on a case by case basis. Where applicable, charge per bedroom / unit.
C4: Houses in Multiple Occupation (HMOs)		
HMO	Proposals for HMOs will be required to contribute to the SAMM Strategy. Each	Charge per bedroom

	bedroom will be classed as one unit of accommodation.	
Change of use from C3 to C4	Proposals to change use from C3 to C4 will be required to contribute to the SAMM Strategy. The original dwelling will be classed as one unit and each bedroom will also be classed as one unit. The charge will apply to the net increase in units.	Charge per additional net increase in units.
Other types of development		
Annexes	Proposals for annexes will be required to be assessed on a case by case basis.	Where applicable, charge per unit.
Redevelopment sites	Where there is a net increase in units a charge will apply.	Charge per additional net new unit.
Replacement dwellings	A contribution will generally not be required for replacement dwellings. However, where ancillary accommodation such as an annexe is proposed as part of the replacement then this will need to be assessed on a case by case basis.	Considered on a case by case basis.
Camp sites and caravan sites (Temporary and permanent)	Proposals for camp sites and / or extensions to camp sites where the number of pitches increase will be required to contribute to the SAMM Strategy. This includes applications to extend temporary planning consent or to apply for permanent planning consent. The charge is only applicable once per pitch.	Charge per pitch or additional pitch. A reduction will apply where a camp or caravan site is seasonal. The charge will be proportionate to the number of months (or days) that the camp site is used. For example, if the site is open for six months then half the tariff will apply.
Mobile and temporary dwellings	Proposals for mobile or temporary dwellings will be required to contribute. If made permanent there will be no additional charge.	Charge per unit.
Temporary and permanent Gypsy and traveller pitches	Proposals for temporary or permanent Gypsy or Traveller pitches will be required to contribute. If made permanent no additional charge will apply.	Charge per pitch

Appendix 2 – SAMM Strategy Forecast Project costs in perpetuity

Project	Total cost in perpetuity (£)
Project 1b - Code of Conduct review and reprint	26,350
Project 2a (i) (ii) (iii) (iv) - Code of Conduct Promotion	8,806
Project 2a / 2b (iv) - Code of Conduct promotion	14,225
Project 2b (i) Code of Conduct review and reprint	15,130
Project 2b (ii) - Code of Conduct review and reprint	2,550
Project 2b (iii) - Code of Conduct review and reprint	3,532
Project 2b (iv) - Code of Conduct review and reprint	128,180
Project 2b (vi) - Code of Conduct review and reprint	8,415
Project 3 - Lead Access Management Officer	3,778,150
Project 3a - Volunteer Dog Rangers	56,100
Project 3b - Community Events	49,000
Project 4 - Assistant Access Management Officer	3,613,500
Project 5 - Dog training programme	49,500
Project M1 - Bird Monitoring	792,000
Project M2 - Visitor Monitoring	956,000
Contingency	1,791,900
Management fee	2,970,000
Interest rate contingency	540,000
Total	14,803,338

Note: Forecast Project costs last updated at December 2015

Appendix 3 - SAMM Strategy Forecast Cash Flow Summary

Wealden District Council

SAMMS project

	Year 1	Years 2-100	Total
Maintenance	£	£	£
Total Expenditure	8,806	14,794,532	14,803,338
Total Income	0	(5,469,358)	(5,469,358)
Mid Sussex - already collected	0	(1,058,458)	(1,058,458)
Cash Outflow/(inflow) total	8,806	8,266,716	8,275,522
PRESENT VALUE @ 3.5%	8,806	(12,604)	(3,799)

Houses	Year 1	Years 2-100	Total
Wealden	0	2918	2918
Lewes	0	108	108
TWBC	0	0	0
Tandridge	0	0	0
Mid Sussex	20	724	744
Mid Sussex (already committed)			465
Total Houses	20	3750	4235

Developer contribution per dwelling	£
All authorities	1170

Note: Forecast Cash Flow last updated at December 2015

SCHEDULE 2

Financial Requirements

1. Reporting

The Lead Authority will provide suitable income and expenditure accounts every three months that will include the following:

Income

- sources of income (i.e. from each LPA)
- period income received
- value of contributions from each LPA
- cumulative contributions from each LPA

Expenditure

- payment category (i.e. approved project)
- period in which payment was made
- value of each payment category
- cumulative value of the payments

Balances

- cumulative balances held in the Ring Fenced Account
- Interest amount applied to balances
- Interest Rates¹³ applied

Sample copies of the report layouts are shown in appendix 1 of this schedule.

The Lead Authority will prepare the annual accounts for audit and arrange for the accounts to be audited. The preparation of the annual accounts will be in accordance with the Accounts and Audit Regulations 2015 and the Code of Practice on Local Authority Accounting in the United Kingdom. Each member authority will receive financial reporting information to enable them to account for their share income and expenditure in their annual accounts in accordance with the closure of accounts timetables. A sample of the annual account statement is shown in appendix 2.

2. Receiving Income from the LPAs

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

Account Name: Wealden District Council.
Bank: Lloyds Bank, City Office Branch, PO box 72, Gillingham Business Park, Kent. ME08
OLS
Sort Code: 30-80-12
Account Number: 10341360.

¹³ As per the Treasury Rate

3. Holding the Funds

A separate cost centre for the Ring-Fenced Account will be set up which will record income and expenditure during the Financial Year. Any balances at the end of each Financial Year will be carried forward and held in the Ring-Fenced Account.

4. Making Payments

Payments from the Ring-Fenced Account will be made quarterly upon receipt of detailed instructions from the Joint Steering Group or its authorised representative.

5. Investment Advice

The Lead Authority is limited to the functions set out in Clause 5 of the Agreement relating to the delivery of a Strategic Access Management and Monitoring Programme in the Ashdown Forest and is not assuming any role in providing either financial advice or strategic avoidance and mitigation advice.

Appendix 1

Joint Steering Group Financial Report (example layout)

Summary Financial Report for Quarter:

1

Financial year:

2017/18

Strategic Access Management & Monitoring Programme - Income & Expenditure	2017/18	2017/18	2017/18	2017/18	2017/18 Total	2017/18		
	Actual	Actual	Actual	Actual		2017/18	Forecast	2017/18
	Q1	Q2	Q3	Q4		Budget	Outturn	Variance
	£ (000)	£ (000)	£ (000)	£ (000)	£ (000)	£ (000)	£ (000)	
Income								
Lewes District Council					0.0			0.0
Mid Sussex District Council					0.0			0.0
Sevenoaks District Council					0.0			0.0
The District Council of Tandridge					0.0			0.0
Tunbridge Wells District Council					0.0			0.0
Wealden District Council					0.0			0.0
Total Income	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Expenditure								
Management fee					0.0			0.0
Legal and procurement costs					0.0			0.0
Project 1b - Code of Conduct review and reprint					0.0			0.0
Project 2a - Code of Conduct Promotion					0.0			0.0
Project 2b - Code of Conduct review and reprint					0.0			0.0
Project 3 - Lead Access Management Officer					0.0			0.0
Project 3a - Volunteer Dog Rangers					0.0			0.0
Project 4 - Assistant Access Management Officer					0.0			0.0
Project 5 - Dog training programme					0.0			0.0
Project M1 - Bird Monitoring					0.0			0.0
Project M2 - Visitor Monitoring					0.0			0.0
Contingency					0.0			0.0
Total Expenditure	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Net Expenditure - (Surplus)/Deficit for year	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Appendix 1

Strategic Access Management & Monitoring Programme - Balances	2017/18	2017/18	2017/18	2017/18	2017/18		
	Actual	Forecast	Forecast	Forecast	2017/18	Forecast	2017/18
	Q1	Q2	Q3	Q4	Budget	Outturn	Variance
	£ (000)	£ (000)	£ (000)	£ (000)	£ (000)	£ (000)	£ (000)
Opening Balances brought forward	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Income from Local Planning Authorities							0.0
Funding of expenditure					0.0	0.0	0.0
Balances for investment	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Interest on balances	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Closing Balances carry forward	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Interest Rates applied to balances

1.00% 1.00% 1.00% 1.00% 1.00%

Appendix 2

Strategic Access Management & Monitoring Programme

Income & Expenditure statement 2017/18 by authority

Strategic Access Management & Monitoring Programme - Income & Expenditure	Total Actual income/ expenditure	Wealden District Council	Lewes District Council	Mid Sussex District Council	Sevenoaks District Council	The District Council of Tandridge	Tunbridge Wells District Council
	£'000	£'000	£'000	£'000	£'000	£'000	£'000
<u>Income</u>							
SAMMs tariff contribution	0	XX	XX	XX	XX	XX	XX
Investment income (interest)	0	XX	XX	XX	XX	XX	XX
Total Income	0	0	0	0	0	0	0
<u>Expenditure</u>							
Contingency	0	XX	XX	XX	XX	XX	XX
Project 1b - Code of Conduct review and reprint	0	XX	XX	XX	XX	XX	XX
Project 2a - Code of Conduct Promotion	0	XX	XX	XX	XX	XX	XX
Project 2b - Code of Conduct review and reprint	0	XX	XX	XX	XX	XX	XX
Project 3 - Lead Access Management Officer	0	XX	XX	XX	XX	XX	XX
Project 3a - Volunteer Dog Rangers	0	XX	XX	XX	XX	XX	XX
Project 4 - Assistant Access Management Officer	0	XX	XX	XX	XX	XX	XX
Project 5 - Dog training programme	0	XX	XX	XX	XX	XX	XX
Project M1 - Bird Monitoring	0	XX	XX	XX	XX	XX	XX
Project M2 - Visitor Monitoring	0	XX	XX	XX	XX	XX	XX
Total Expenditure	0	0	0	0	0	0	0
Net Expenditure - (Surplus)/Deficit for year	0	0	0	0	0	0	0

Appendix 2

Strategic Access Management & Monitoring Programme

Income & Expenditure statement 2017/18 by authority

	Total Actual income/ expenditure	Wealden District Council	Lewes District Council	Mid Sussex District Council	Sevenoaks District Council	The District Council of Tandridge	Tunbridge Wells District Council
Balances Brought Forward	0	XX	XX	XX	XX	XX	XX
(Surplus)/Deficit for year	0	XX	XX	XX	XX	XX	XX
Balances carried forward	0	0	0	0	0	0	0

Notes

- 1) Actual expenditure allocated proportionate to tariff contribution
- 2) Investment Income (i.e. interest) allocated proportionate to tariff contribution
- 3) In addition to the above statement, copies of the final accounts working papers can be provided to each LPA's Finance Team in accordance with closure of accounts timetables.

SCHEDULE 3

Interim SAMM Strategy funding

Conservators of Ashdown Forest

- 1.1. The responsibility for managing Ashdown Forest lies with an independent body, the Board of Conservators of Ashdown Forest. Originally set up in 1885, the Board has been regulated under a series of Acts of Parliament, the most recent being the Ashdown Forest Act 1974. There, in section 16, it is stated that:

"It shall be the duty of the Conservators at all times as far as possible to regulate and manage the forest as an amenity and place of resort subject to the existing rights of common upon the forest and to protect such rights of common, to protect the forest from encroachments, and to conserve it as a quiet and natural area of outstanding beauty".

Strategic Plan for Ashdown Forest (2016-2020)

- 1.2. The Conservators of Ashdown Forest published the Strategic Plan for Ashdown Forest in 2016. The Plan period is from 2016 to 2020, and identifies a strategic priority relating to the Strategic Access Management and Monitoring Strategy (SAMMS):

"Understand implication to Forest of the Local Authorities Strategic Access and Monitoring Strategy (SAMMS)".

- 1.3. The goal of the above priority is to implement projects proposed by the Conservators of Ashdown Forest and as approved by LPAs. The strategies identified to help deliver the Conservators strategic priority include:

- The Conservators existing 'Every Dog Matters' programme;
- Visitor management and monitoring;
- Education and information programme; and
- Bird monitoring.

Conservators of Ashdown Forest 'Every Dog Matters' Programme

- 1.4. The 'Every Dog Matters' programme is a project initiated by the Conservators of Ashdown Forest. The aim of the project is to reduce dog related incidents on Ashdown Forest, with particular regard to livestock, horses and wildlife. Whilst one of the objectives is to reduce the impact of dogs on livestock and horses, there is synergy with the objective of

mitigation to meet the Habitats Regulations requirements¹⁴. This is because the close control of dogs should assist in protecting wildlife including reducing any potential incidents of flushing Dartford warblers and nightjars from their nests during their breeding season.

1.5. The 'Every Dog Matters' programme includes:

- The development of a Code of Conduct for dog walkers;
- Publication and promotion of the Code of Conduct;
- The positive reinforcement of the Code of Conduct by Rangers and Volunteers; and
- Responsible dog ownership training events;

1.6. The 'Every Dog Matters' programme is not a statutory obligation for the Conservators of Ashdown Forest, but a programme instigated to tackle an existing problem arising on the Forest. Without additional external funding to assist with tackling an increase in visits to the forest from residents of new housing a significant proportion of this project would not be able to take place and therefore this would impact on the objectives of the overall Joint SAMM Strategy by way of the synergies with the Conservators' priorities.

Development of a Code of Conduct for Dog Walkers

1.7. The Conservators of Ashdown Forest received funding from Safer Wealden Partnership in 2014 to help produce a Code of Conduct for Dog Walkers. Funding for three days' worth of work was secured. An Access and Countryside Management Consultant undertook the work on behalf of the Conservators of Ashdown Forest. As part of the three days' work information obtained from the dog training events, consultation with the Dog Owners/Walkers Forum and the Ashdown Forest Parish Liaison Panel informed the Code of Conduct which was finalised in early 2015 and is now available.

1.8. The Code of Conduct promotes the 4 Cs which requires dog owners to:

- keep their dogs under **control** or on a lead if they do not respond to recall;
- to take **care** of livestock and wildlife (including ground nesting birds);
- to have **consideration** of others; and
- to **clean** up after their dogs.

1.9. The Code of Conduct and the 4 Cs are relevant to the implementation of the SAMM Strategy. A dedicated section has been provided to educate dog owners about ground nesting birds and how they are prone to

¹⁴ The requirement to reduce the amount of new visitors to Ashdown Forest arising from new development so that the baseline visits are not increased, and reduce the impact on the ground nesting birds (Dartford warbler and nightjar) from recreational pressure including dog walking.

disturbance by dogs and the impact of this during the bird breeding season.

Promotion of the Code of Conduct for Dog Walkers

1.10. The Code of Conduct was developed and finalised as part of the Conservators' Every Dog Matters Programme. However, it is also considered to be an important element of the SAMM Strategy project. With this in mind and in advance of the implementation of the Joint SAMM Strategy, funding has been provided to the Conservators to cover the costs for the following:

- Printing of 10,000 Code of Conduct leaflets;
- Printing of 500 laminate posters;
- 1 x issue of Ashdown Forest Life (dedicated to the Code of Conduct);
- 6 x movable outdoor signs;
- 60 x car park signs; and
- Administration costs.

1.11. The purpose of providing interim funding was to ensure the timely implementation of the Joint SAMM Strategy and to assist the Conservators in setting up the overall access management strategy. Interim funding to the amount of £8,806 was provided to ensure the timely promotion of the Code of Conduct to benefit all development requiring mitigation.

SCHEDULE 4

Terms of Governance

Joint Steering Group

- 1.1 The Joint Steering Group (JSG) will act as an advisory body for the LPAs. For the avoidance of doubt, the JSG cannot exercise any of the functions of a local planning authority or other competent authority, including setting formal planning policy or exerting control over planning decisions, nor can it fetter any decisions made by such bodies, nor the rights and responsibilities of Ashdown Forest SPA landowners.
- 1.2 The JSG will recognise and take account of the interests, rights and responsibilities of landowners, users and other stakeholders.

Membership

- 1.3 *Full members:* The following LPAs will be full members of the JSG and have full voting rights at meetings of the JSG:
- Wealden District Council
 - Mid Sussex District Council
 - Lewes District Council
 - Tunbridge Wells Borough Council
 - The District Council of Tandridge
 - Sevenoaks District Council
- 1.4 Membership of the JSG will consist of two officers from each member local authority. At least one officer from each member local authority will be a Senior Officer with delegated authority to make decisions.
- 1.5 Other local planning authorities may be invited to join the JSG Board if directly affected by any future review of the Ashdown Forest SPA designation or related policy.
- 1.6 *Advisory members:* The following organisations may be invited as advisory members of the JSG with rights of attendance and participation at all meetings but without voting rights:
- Natural England
 - RSPB
 - Selected landowners and / or land managers including:

- Conservators of Ashdown Forest
 - Sussex Wildlife Trust
 - Monitoring Officer and / or Chief Finance Officer from the Lead Authority.
- 1.7 At the discretion of the Chairman of the JSG, representatives of other stakeholder organisations that have a recognised and legitimate interest in the planning or management of land affected by the Ashdown Forest SPA may be invited to attend, advise and/or speak at meetings of the JSG, but will not have voting rights.

Procedures

- 1.8 A Chairman and Vice Chairman will be elected annually from amongst the nominated representatives of full member authorities.
- 1.9 Meetings of the JSG will be held four times per year or more if an extraordinary meeting is requested by a full member. The frequency of meetings will be reviewed after two years from the first meeting under these terms.
- 1.10 Meetings may be held at local authority offices or other appropriate venues. At least one representative from each member local authority with delegated powers must be present for meetings to be quorate.
- 1.11 Decisions will be taken by a majority vote of those present and entitled to vote.
- 1.12 Secretariat services will be provided by a full member authority on rotation.

Functions

- 1.13 The JSG will have the following functions:
- To act as a vehicle for joint working, liaison and exchange of information related to the Ashdown Forest SPA;
 - To steer the direction of the SAMM Strategy;
 - To retain an overview of, and monitor, the implementation and outcomes of measures to avoid the impact of development on the SPA, including:
 - local authority policy/avoidance strategies;
 - the coordinated provision of suitable alternative natural greenspace (SANG); and

- strategic access management and monitoring (SAMM) measures, including approving an annual financial plan and budget for the SAMM project.
 - Ensuring that objectives and service levels are being met;
 - Ensuring that value for money is being achieved;
 - Reviewing the Joint SAMM Strategy and delivery priorities;
 - To receive and review quarterly and annual reports relating to the delivery of the SAMM Strategy from the Lead Authority and/or the Conservators as required.
- 1.14 In carrying out these functions, the JSG may:
- Request that the Lead Authority, on behalf of the LPAs, commissions studies, surveys and reports associated with the provision of the Joint SAMM Strategy;
 - Instruct the JWG, the Projects Officers or other LPA or partner organisation as the JSG may direct from time to time to undertake work in accordance with an agreed brief or work programme;
 - Provide advice to member and stakeholder organisations, including making non-binding recommendations for a course of action;
 - Approve and publish documents in relation to the long term protection of the Ashdown Forest SPA and the delivery of development around the Ashdown Forest SPA; and
 - Raise funds from member organisations or other sources.
- 1.15 The JSG may review its terms of reference by unanimous agreement of the member LPAs.

2. Joint Working Group

- 2.1 The Joint Working Group (JWG) is appointed by the JSG to act as a vehicle for the delivery, liaison and information exchange of the Joint SAMM Strategy and make decisions and recommendations in relation to the implementation of the Joint SAMM Strategy. The JWG acts to support and advise the Conservators and the Projects Officers in taking decisions and ensuring the SAMM Strategy projects progress through open partnership discussions and solution-finding. The JWG will in effect oversee the delivery of the Joint SAMM Strategy on a day-to-day basis.

Membership

- 2.2 Membership of the JWG is agreed by the JSG and comprises:

- Full member: One representative from each of the LPAs.
- Advisory members: Project Officers, selected landowner/manager or technical organisations such as:
 - Conservators of Ashdown Forest,
 - Sussex Wildlife Trust,
 - Natural England,
 - RSPB,
 - Sussex Biodiversity Records Centre.

2.3 Advisory Members will be selected on the basis of individual expertise. Meetings will be chaired by a nominated member.

2.4 Advisory Members may change from time to time in accordance with relevance to the delivery of the Joint SAMM Strategy and certain projects where members will be selected on the basis of individual involvement or expertise.

2.5 Responsibilities of JWG will include:

- Providing the Lead Authority with relevant information in the required formats in advance of meetings; and
- Carrying out actions in line with deadlines set out by the Chair.

Procedures

2.6 The JWG will meet four (4) times a year and six weeks before the JSG meeting, unless an extraordinary meeting is requested by the JSG. The frequency of meetings can be reviewed after two years as directed by the JSG.

2.7 Full Members will have voting rights. Decisions will be made by a majority vote of those in attendance and entitled to vote. Advisory Members have rights of attendance and participation only.

2.8 Minutes of the JWG will be reported to the JSG Board. Secretariat functions will be provided by the Conservators or other nominated individual.

Functions

2.9 The JWG has responsibility for oversight of the delivery of the Projects by the Conservators of Ashdown Forest or other delivery bodies funded by the Joint SAMM Strategy and directing the Projects by:

- Agreeing the job description and recruitment of the Projects Officers;
- Agreeing and preparing the project plan, including project objectives, controls and processes;
- Approving key decisions in the contracting of delivery bodies in accordance with the agreed budget;
- Drafting and reviewing the annual business plans (including the financial plan) and recommend for approval to the JSG;
- Making decisions on expenditure within the approved budget;
- Monitoring progress against plans and expenditure;
- Monitoring the success of the avoidance/mitigation measures and making recommendations to the JSG;
- Making recommendations to the JSG when decisions are required beyond this group's remit; and
- Agreeing the engagement and education plan.

SCHEDULE 5

Project Delivery by Wealden

1. Delivery

- 1.1 Wealden shall use its best endeavours in the delivery of the Projects, including any future projects agreed by the JSG or the JWG from time to time, to comply and act solely in accordance with, the instructions of the JSG, the JWG and the Financial Budget.

- 1.2 Wealden shall report to the JSG (or, if it is no longer acting as lead authority, to the Lead Authority) at each progress and review meeting, on the progress of the implementation and delivery of the Projects, including recommendations and/or decisions by Wealden based on its opinion of the effectiveness of the Projects and whether they should continue in their present form or require modification. Wealden shall in addition provide such information about the delivery of the Projects as may be reasonably requested by the JSG (or, where applicable, the Lead Authority) in writing from time to time.

2. Expenditure Payments

- 2.1 Where Wealden is acting as the lead authority:
 - (i) it shall, monthly in advance, reimburse to itself such Projects Expenditure amounting to fixed costs from the Ring-fenced Account as have been agreed by the JSG in the Financial Budget to be expended on the Projects in that year;

 - (ii) it shall reimburse to itself such variable costs as are required to meet any outstanding Projects Expenditure during the preceding Quarter, subject to and upon receipt of a valid invoice in respect of the same and provided that the value of such Projects Expenditure has been approved by the JSG and there are available funds in the Ring-fenced Account to cover the invoice amount.

- 2.2 Where Wealden is no longer acting as the lead authority:
 - (i) the Lead Authority shall, monthly in advance, pay to the Wealden such Projects Expenditure amounting to fixed costs from the Ring-fenced Account as have been agreed by the JSG in the Financial Budget to be expended on the Projects in that year;

- (ii) the Lead Authority shall pay to Wealden, such variable costs as are required to meet any outstanding Projects Expenditure during the preceding Quarter, subject to and upon receipt of a valid invoice in respect of the same and provided that the value of such Projects Expenditure has been approved by the JSG and there are available funds in the Ring-fenced Account to cover the invoice amount.
- (iii) If the Lead Authority fails to make any payment when it falls due, it shall pay interest on the overdue amount at the rate of 2% per annum above the base rate of Lloyds Bank plc. Such interest shall accrue on a daily basis from the date it becomes due until the date of actual payment.
- (iv) Any interest for late payment arising in respect of any amounts payable under sub-clause (iii) above shall be drawn from:
 - (a) the Ring-fenced Account where the reason for failure to make the payment is due to issues outside the control of the Lead Authority; or
 - (b) the Lead Authority's own funds where the reason for failure to make the payment is due to issues within the control of the Lead Authority.
- (v) All sums due to Wealden under this Agreement will be paid by the Lead Authority into a bank account in the name of Wealden. Wealden, will keep all sums paid to it under this Agreement in an interest-bearing ring-fenced account. Payment will not be made to any other account without the prior written consent of the Lead Authority.

- 2.3 Wealden shall forward to the JSG or to the Lead Authority (as applicable) an invoice for any variable costs as are required to meet any outstanding Projects Expenditure during the preceding Quarter.
- 2.4 Wealden agrees and accepts that payment under Clause 2.1(ii) or Clause 2.2(ii) (as applicable) shall only be made to the extent that the value of such Projects Expenditure has been approved by the JSG.
- 2.5 In the event that there are insufficient sums available in the Ring-fenced Account to cover the payments required under Clause

2.1(ii) or Clause 2.2(ii) (as applicable), payment shall be made as soon as sufficient funds become available or, upon approval of the JSG, payments shall be made from the Contingency Fund.

- 2.6 Subject to Clauses 2.4 and 2.5, reimbursement or payment of all undisputed invoices shall be made within thirty (30) days of receipt.
- 2.7 Wealden will keep and maintain a record of all payments reimbursed and under this Agreement for a period of ten (10) years from the end of the financial year to which they relate. This record will be available for review by the JSG upon written request.
- 2.8 The LPAs acknowledge and agree that if Wealden enters into third party contracts in good faith in respect of the delivery of the Projects and the third party defaults on their contractual obligations for whatsoever reason, then, subject to the agreement of the JSG, Wealden shall be reimbursed out of the Ring-fenced Account for any monies that it is required to expend either meeting the third parties contractual obligations or in taking reasonable steps to enforce the contract against the third party.
- 2.9 In the event that Wealden are in material breach of this Agreement in respect of their obligations to deliver any Project(s) under Clause 3.2 of this Agreement, then the LPAs jointly may by notice in writing to Wealden require such breach to be remedied within such reasonable period as may be set out in the notice. In the event that Wealden fails to remedy the breach in accordance with the notice then Wealden and the LPAs (through a representative) shall submit to the dispute resolution procedure in Clause 11 (Dispute Resolution) of this Agreement in order to resolve the issue.

