

Report to: **Lead Cabinet Member for Transport and Environment**

Date: **25 January 2010**

By: **Director of Transport and Environment**

Title of report: **High Weald AONB Joint Advisory Committee (JAC): Memorandum of Understanding (MOU)**

Purpose of report: **To seek East Sussex County Council support for the revised Memorandum of Understanding between Natural England and High Weald JAC partners**

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**RECOMMENDATION:** The Lead Member is recommended to delegate authority to the Director of Transport and Environment to approve and authorise the completion of the Memorandum of Understanding (MOU) between Natural England and the 15 local authorities governing the funding and management of the High Weald JAC, as attached, to allow the partnership to continue with the benefit of a formal and updated agreement between funding partners.

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## **1. Financial Appraisal**

1.1 The financial contribution for the remaining period of the agreement covers the financial year 2010-11 and is for £22.4k showing a 1% uplift on 2009/10 for inflation as recommended by this authority as the Host Authority. The Joint Advisory Committee pays East Sussex as the Host Authority for support services, a minimum of £27.6k in 2010-11, and other costs such as finance assistance and audit amounting to between £5 - 10k in 2010-11.

1.2 The local authority funding contributions in total amount to around 25% of the JAC core budget of £371.4k. Natural England will commit to providing 95% of the 2008/9 settlement for 2009/10 and 2010/11. A new settlement is anticipated for 2011/12. In addition to the core budget the JAC generates project funding from a range of organisations amounting to £876.6k in 2009-10. Considering the County contribution in relation to area of the AONB within East Sussex (60%) the partnership arrangement provides an excellent mechanism for bringing in external funding to the area.

## **2. Background: AONBs and statutory duties**

2.1 Areas of Outstanding Natural Beauty (AONB) are nationally important landscapes designated under The National Parks and Access to the Countryside Act 1949. The designation of the High Weald as an AONB was confirmed in 1983 and is the fourth largest AONB covering areas of Surrey, Kent, East Sussex and West Sussex that includes 11 different administrative districts. Around 51% of the County is within the High Weald AONB and this accounts for around 60% of the total area of the High Weald AONB.

2.2 The primary purpose of AONB designation is to 'conserve and enhance natural beauty' whilst having regard to the needs of agriculture and forestry and the social and economic needs of the local community including where appropriate provision for recreation. The Countryside and Rights of Way (CRoW) Act 2000 reaffirmed this purpose and placed a duty (Section 85) on local authorities "*In exercising or performing any functions in relation to, or so as to affect, land in an area of outstanding natural beauty, a relevant authority shall have*

*regard to the purpose of conserving and enhancing the natural beauty of the area of outstanding natural beauty*". Section 89 of the same act creates a statutory responsibility for local authorities to produce and regularly review AONB management plans and recommends that this is done jointly across complex AONBs.

2.3 This Council is a member of the High Weald Joint Advisory Committee (JAC), a partnership of the 4 County and 11 District authorities that cover the High Weald Area of Outstanding Natural Beauty (AONB) and who each according to their relative interest jointly fund the JAC. The partnership also includes Natural England, the source of government funding and the largest contributor to the JAC.

2.4 The Council has been a member of the High Weald JAC since its formation in 1996 and previously of its precursor, the High Weald Forum, established in 1989. The primary purpose of the High Weald JAC is to develop, produce, implement and monitor the AONB Management Plan on behalf of the local authorities ensuring they comply with their statutory obligations. The work of the JAC is carried out by a staff team known as the High Weald AONB Unit. This team is employed by East Sussex County Council, as the host authority for the partnership, under their terms and conditions.

2.5 As a member of the JAC each council is required to nominate an elected representative to take part in meetings and represent the views of the Council. The Council's representative is Councillor Sylvia Tidy, who is currently the Chairman of the JAC.

### **3. The Memorandum of Understanding**

3.1 The purpose of the Memorandum of Understanding is to provide agreement and clarity on the role and terms of reference of the JAC and its members setting out the names of the parties, responsibilities, staffing arrangements, financial and administrative arrangements, and financial contributions.

3.2 The previous agreement was a six year Memorandum of Agreement that expired in April 2008. Since that time the partnership has been operating on an annual informal extension on the understanding that there was to be a new three year (2008 to 2011) fixed financial grant from Natural England albeit with a slight change in conditions (a new 'single pot') and an updated Memorandum of Understanding. During this time Natural England have also been working with the National Association of AONBs on a national framework agreement and preparing a draft MOU for use by all AONB authorities.

3.3 During initial discussions concerns were raised over the absence of a clause for redundancy. Natural England is working on this with authorities and hopes to release the agreed clause shortly. It is likely to spread the redundancy risk across partners rather than the present situation where responsibility rests with the host authority.

3.4 This proposed MOU (Appendix 1) is for a 3 year funding agreement based on the model recently agreed at national level with wording amended to reflect the local arrangements and covers the period 2008 to 2011. The MOU is supported by the JAC constitution.

3.5 It is considered that the MOU provides suitable means for East Sussex County Council to discharge its statutory obligation in respect of the preparation, monitoring and revision of a management plan for the AONB as required by Section 89 of the CRow Act 2000. It further provides through the work of the AONB Unit for a significant contribution towards Council priorities in respect of the natural environment, public access and enjoyment of the countryside.

#### **4. Next steps**

4.1 JAC members representing local authorities are being asked by Natural England to sign the MOU prior or at the JAC meeting on 8 March 2010. In view of the short time this MOU still has to run Natural England are envisaging a light touch review early in 2011 to enable the roll forward of this MOU for a further 3 years.

#### **5. Conclusion and Reason for Recommendation**

5.1 It is anticipated that the MOU will be agreed by all partners this month and authority needs to be delegated to the Director of Transport and Environment to authorise completion of the Agreement.

RUPERT CLUBB  
Director of Transport and Environment

Contact Officer: Sally Marsh Co- Director, AONB Unit Tel: 01580 879953

Local Member: All

#### **BACKGROUND DOCUMENTS**

None

Date: 9<sup>th</sup> November 2009



By Email

High Weald AONB Constituent  
Local Authorities

Alan Law  
Natural England  
Victoria House  
London Square  
Cross Lanes  
Guildford  
Surrey GU1 1UJ

T: 0300 060 1949  
F: 01483 307704

Dear Sir/Madam,

### **Memorandum of Understanding for High Weald AONB**

I am writing to introduce the new draft Memorandum of Understanding for AONB Partnerships and to request your support and input for the development of an agreed and signed MOU for High Weald AONB for the period until March 2011.

As I am sure you are aware from AONB Partnership meetings Natural England has been working over the last year to develop and deliver a more flexible and secure funding arrangement for AONBs. In May 2008 Helen Phillips, our Chief Executive sent a letter to all AONB Partnerships confirming our decision to fund AONBs for a three year period (2008 – 2011) and our intention to provide our grant as a single sum; leaving AONBs free to decide how best to allocate funds to deliver their business plans and thereby management plans.

In parallel to developing these new funding arrangements we have been working with the National Association of AONBs (NAAONB) and AONB Partnerships to develop a framework for new ways of working. We have developed a national agreement which confirms the commitment of Natural England and the NAAONB to support the vital work of AONB Partnerships and Conservation Boards. It sets out a vision of greater independence, security and clarity of delivery priorities for AONBs. We have also developed a draft Memorandum of Understanding (MOU) for AONB Partnerships. The aim of the draft MOU is to provide a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000, including the operation and management of an AONB Partnership, a staff team to act on behalf of the Partnership and the publishing, reviewing and monitoring of the AONB management plan. It is intended that the new MOU will replace any existing Memorandum of Understanding or Agreement.

I am pleased to be able to enclose a copy of the draft MOU for your consideration and comment as a key partner and funder of High Weald AONB. We hope your authority will support the principles of this draft MOU and following comment, consultation and discussion with all partner local authorities we sincerely hope your authority will be able to sign the MOU and continue your much valued contribution to High Weald AONB.

Consultation for High Weald AONB MOU will be lead by Joanne Spickett AONB Account Manager on behalf of Natural England. Please email any queries that you have to Jo at [Joanne.Spickett@naturalengland.org.uk](mailto:Joanne.Spickett@naturalengland.org.uk). or she can be contacted on 07770 833002.

It is hoped that all MOUs will be agreed and signed before the end March 2010.

Yours sincerely

A handwritten signature in black ink, appearing to read "Alan Law".

Alan Law  
Director, South East Region

cc Sally Marsh and Jason Lavender, High Weald AONB Directors

# **Memorandum of Understanding for partnership working and support to High Weald AONB**

**Between**

**Those local authorities listed below and Natural England**

**(Date)**

## **1. Purpose**

This Memorandum of Understanding (MoU) provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000, including the operation and management of an AONB Partnership, a staff team to act on behalf of the Partnership and the publishing, reviewing and monitoring of the AONB management plan.

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

## **2. The Parties to the Agreement**

<b>East Sussex County Council</b>	County Hall, St Annes Crescent, Lewes, East Sussex, BN7 1SW
<b>West Sussex County Council</b>	Edes House, County Hall, Chichester, West Sussex, PO19 1RQ
<b>Kent County Council</b>	Invicta House, County Hall, Maidstone, Kent, ME14 1XX
<b>Surrey County Council</b>	County Hall, Penrhyn Road, Kingston upon Thames, Surrey, KT1 2DY
<b>Wealden District Council</b>	Council Offices, Pine Grove, Crowborough, East Sussex, TN6 1DH
<b>Rother District Council</b>	Town Hall, Bexhill on Sea, East Sussex, TN39 3JX
<b>Hastings Borough Council</b>	Town Hall, Queens Road, Hastings, East Sussex, TN34 1QR
<b>Mid Sussex District Council</b>	Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS
<b>Horsham District Council</b>	Park North, North Street, Horsham, West Sussex RH12 1RL
<b>Crawley Borough Council</b>	Town Hall, The Boulevard, Crawley West Sussex, RH10 1UZ
<b>Tunbridge Wells Borough</b>	Town Hall, Tunbridge Wells, Kent, TN1 1RS

<b>Council</b>	
<b>Sevenoaks District Council</b>	Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG
<b>Ashford Borough Council</b>	Ashford Borough Council, Council Offices, Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL
<b>Tonbridge &amp; Malling District Council</b>	Gibson Building, Gibson Drive, Kings Hill, West Malling, ME19 4LZ
<b>Tandridge District Council</b>	Council Offices, Station Road East, Oxted, Surrey, RH8 0BT

Natural England of: 1 East Parade, Sheffield, S1 2ET

Hereafter referred to as 'The Parties'.

### 3. A shared vision

The Parties to this MoU believe that:

- AONB management structures should be strongly supported by partners and relevant authorities.<sup>1</sup>
- The statutory requirement to produce AONB Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.
- Security of funding and flexibility of funding for AONBs will deliver better outcomes.
- We need a “can do” culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.
- Monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base.
- Opportunities should be taken to maximise the synergies between the outcomes of the AONB's Management Plan with Natural England's Strategic Objectives and the plans of other Parties.

### 4. Roles and Responsibilities

#### A) The AONB Partnership:

The partnership /JAC/ C was formed in March 1996.

For details on the partnership, refer to the appended High Weald AONB JAC constitution.

**B)** For further details on the partnership, refer to the appended High Weald AONB JAC constitution.

#### C) AONB staff unit

The purpose and objectives of the AONB partnership will be assisted by employment of a Staff Unit to act on its behalf. The Staff Unit will coordinate, champion, act as a focus and

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

bring bodies together for action, and bid for funds. The staff unit will carry out the core functions set out in Annex 2.

The Staff Unit will work for the whole partnership and have its own identity. Activities will be delivered under the identity of the AONB Partnership, rather than that of the host authority or individual partners.

A degree of independence for the Partnership will be necessary, as there will be occasions when the AONB Partnership needs to be consulted by, or make comments / provide advice on schemes or activities of its constituent local authorities

#### **4. Employment of Staff**

An AONB Manager will be employed at a senior level to be able to act as a respected advocate for, and champion of, the AONB. S/he will be given authority to work with key partners at a senior level, for example Chief Executives, Regional Directors, lead Planning Officers, key committees & Local Authority members. This Officer will not be shared with other AONBs as a shared lead AONB Manager / AONB officer. S/he will not work outside the AONB, except in support of AONB objectives.

Natural England will be involved in the recruitment of the AONB Manager, including the job specification and terms and conditions, and will be represented on the interview panel.

Other staff will be employed on behalf of the partnership. By agreement, these staff may also work with, or across other AONB partnerships if this makes best use of skills, resources and economies of scale. Such staff will not normally work outside an AONB except in support of AONB objectives. Job descriptions for AONB staff will be agreed by the partnership.

Staff will be employed by East Sussex County Council, the “host authority”, who will be responsible for recruitment, employment services, IT support and accommodation.

Line management of the AONB manager for day to day purposes will be through the host authority. Other AONB staff will report to the AONB Manager. The staff team will work to a work programme agreed by the partnership/JAC. Progress will be monitored against the work programme.

#### **5. Financial and administrative arrangements**

The income and expenditure of the Partnership will be met in the first instance by the host authority, which will be responsible for the exercise of proper financial controls and for collecting agreed contributions from all parties.

The host authority will be responsible for submitting the annual AONB financial contribution application to Natural England by 31<sup>st</sup> December each year, in accordance with any guidance issued by Natural England. Natural England’s contribution will be paid in arrears to the host authority, on receipt of an agreed claim.

Specifically, the “Partnership Local Authorities” will:

- co-operate with and support the host authority and make annual contributions to 25% of agreed costs, or at the specified minimum level in line with schedule 1

- recognise the additional responsibilities of the host authority
- support the work of the partnership.

Specifically, Natural England will:

- work to the principles set out described in the National Agreement between Natural England and the National Association for AONBs (Annex 3)
- make annual contributions to financially support the work of the partnership. This contribution will be made in line with advice on the single pot contribution (Annex 4).
- commit itself to providing 3 year funding settlements to aid planning. Funding is confirmed as 95% of 2008/09 settlement for 2009/10 and 2010/11. A new 3 year settlement is anticipated from 2011/12.
- provide a recognised lead officer and contact who will be involved in the management of the AONB Unit, the Management Plan process and partnership activity.
- support the work of the partnership
- work across government and with national organisations to promote the role and value of AONBs to society and our natural environment.

### **Schedule 1 Financial Contributions**

Local Authority Partners will contribute to core function (Annex 3) costs at the following amounts for Financial Year 09/10, with an intended minimum contribution for year 10/11, based on a minimum 25% contribution to core staff unit costs.

<b>Organisation</b>	<b>FY 09/10</b>	<b>FY 10/11</b>	
+ other non LA contribution if relevant	<b>9.0</b>	<b>9.3</b>	
East Sussex County Council	<b>22.1 + 13.7</b>	<b>22.4 + 13.9</b>	<b>Core contribution plus accommodation contribution</b>
West Sussex County Council	<b>9.3</b>	<b>9.4</b>	
Kent County Council	<b>13.3</b>	<b>13.4</b>	
Surrey County Council	<b>2.9</b>	<b>2.9</b>	
Wealden District Council	<b>7.1</b>	<b>7.2</b>	
Rother District Council	<b>7.1</b>	<b>7.2</b>	
Hastings Borough Council	<b>1.4</b>	<b>1.5</b>	
Mid Sussex District Council	<b>5.6</b>	<b>5.6</b>	
Horsham District Council	<b>4.6</b>	<b>4.7</b>	
Crawley Borough Council	<b>0.3</b>	<b>0.3</b>	
Tunbridge Wells Borough Council	<b>6.6</b>	<b>6.7</b>	
Sevenoaks District	<b>3.6</b>	<b>3.6</b>	

Council			
Ashford Borough Council	<b>0.8</b>	<b>0.8</b>	
Tonbridge & Malling District Council	<b>0.3</b>	<b>0.3</b>	
Tandridge District Council	<b>2.2</b>	<b>2.2</b>	

Natural England's contribution will be:

09/10 £347,067

10/11 min 95% of 09/10 budget which was £347,067

## 6. Communication

For the purposes of this Memorandum of Understanding the following are the lead contacts:

Natural England: Jo Spickett, High Weald AONB Account Manager

Host Authority: Andy Roberston, Assistant Director Transport & Environment.

Local Authorities:

West Sussex County Council: Jackie Lewis

Kent County Council: Elizabeth Holiday

Surrey County Council: Mike Dawson

Wealden District Council: David Phillips

Rother District Council: Tim Hickling

Hastings Borough Council: Tim Cookson

Mid Sussex District Council: Alma Howell

Horsham District Council: Catherine Howe

Crawley Borough Council: Tom Nutt

Tunbridge Wells Borough Council: David Scully

Sevenoaks District Council: Sarah Lloyd

Ashford Borough Council: Danielle Brough

Tonbridge and Malling Borough Council: Jenny Knowles

Tandridge District Council: Paul Newdick

AONB Unit: Sally Marsh & Jason Lavender

Regular liaison arrangements within the Local Authorities will allow the AONB Staff Unit to link with other authorities, local strategic partnerships, AONB networks and a wide range of other bodies. Particular emphasis will be given to highlight the good practice and good news stories which emerge for the management plan and the various players who help to shape the AONB.

## 7. Duration of Agreement

This Memorandum of Understanding is effective from [*insert date*]. Its implementation will be reviewed by all parties within 2 years and no later than by March 2010, with a view to continuation for a further 3 years from 2011/12 to 2013/14. The Memorandum of Understanding may be reviewed in the light of prospective changes which occur as a result of local government changes which bring in Unitary Authorities.

## 8. Endorsement

We endorse this Memorandum of Understanding for the High Weald AONB Partnership and hereby agree to represent, to the best of our ability, the interests of the High Weald AONB Partnership.

Signed by: (date)  
On behalf of:

Signed by: (date)  
On behalf of:

Signed by: (date)  
On behalf of:

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On behalf of:

Signed by: (date)  
On behalf of:

Signed by: [Andrew Wood, Executive Director]  
On Behalf of: Natural England (date)

## **Annex 1: Structure of the AONB Partnership / Constitution / Terms of Reference**

### **Annex 2: Core Functions of AONB Unit**

#### **MANAGEMENT PLAN**

- a) Developing, preparing, publishing and reviewing the AONB vision and the AONB Management Plan
- b) Promoting the AONB management plan to help distinguish the AONB from adjacent countryside
- c) Advising upon, facilitating and co-ordinating implementation by others of the Management Plan, including delivery by the team
- d) Accessing resources for management plan activities
- e) Developing an involvement by the community in the management of the AONB
- f) Providing a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB partnership and other partners at a local and strategic level
- g) Problem solving with the unit acting as co-ordinator and facilitators

#### **ADVISORY / ADVOCACY**

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

#### **REPORTING and MONITORING**

- m) Provision of an Annual Review including provision of top 3 annual best practice / successes (including those by S85 bodies).
- n) Monitoring and reporting on progress against AONB Management Plan targets (output monitoring) including performance indicators for the partnership.
- o) Monitoring AONB landscape condition (environmental outcome monitoring) in conjunction with information and analysis provided centrally by Natural England.

*Updated Indicators of Performance will be developed by a joint working group.*

**Annex 3: The National Agreement between Natural England and the National Association for AONBs**

**Annex 4: Advice on the single pot guidance from Natural England**

**Annex 5: Revised Constitution for the Joint Advisory Committee for the High Weald AONB**

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## ANNEX 1

### **REVISED CONSTITUTION FOR THE JOINT ADVISORY COMMITTEE FOR THE HIGH WEALD AREA OF OUTSTANDING NATURAL BEAUTY**

**Adopted by the High Weald AONB Joint Advisory Committee  
on 13<sup>th</sup> July 2005**

#### **INTRODUCTION**

- 1 The aim of this document (“the Constitution”) is to set out roles and responsibilities for the work of the Joint Advisory Committee (“the JAC”) for the High Weald Area of Outstanding Natural Beauty.
- 2 Each member organisation of the JAC will be expected to commit itself to the aims of the JAC as set out in the constitution and to achieving the objectives for the High Weald Area of Outstanding Natural Beauty (“the AONB”) as set out in the AONB Management Plan.
- 3 The Countryside and Rights of Way Act 2000 has established a statutory duty on local authorities with AONBs to prepare an AONB management plan. In the High Weald the JAC ‘core’ members have agreed that the JAC prepares the AONB management plan. The AONB management plan provides a common framework for action whilst the Constitution provides the complimentary framework to determine how the JAC and its members should operate to maximum effect as a body dedicated to enabling the objectives of the management plan to be achieved.
- 4 The Countryside and Rights of Way Act 2000 has also established a duty on any Minister of the Crown, public body, statutory undertaker or person holding public office, to have regard to the purpose of conserving and enhancing the natural beauty of the AONB in exercising or performing any functions in relation to or affecting land in the area.

#### **PURPOSE OF THE JOINT ADVISORY COMMITTEE FOR THE HIGH WEALD AONB**

- 6 In general terms the JAC will be guided by national policies set out for Areas of Outstanding Natural Beauty, primarily by the Countryside Agency (Landscape, Access and Recreation) for England or any successor body.
- 7 The primary purpose of the JAC is to
  - a) conserve and enhance the natural beauty of the AONB.

The JAC will also:

- b) increase understanding and enjoyment by the public of the special qualities of the AONB
- c) seek to foster the economic and social well-being of local communities within the AONB.

## **ROLE OF THE JAC**

- 8 The JAC is primarily an advisory body (not a planning authority or an executive body) acting as a catalyst and facilitator in making recommendations to its constituent bodies and other organisations on policies and the allocation of resources in relation to the protection and enhancement of the AONB. The constituent bodies are those listed in paragraph 21 . These bodies shall be referred to in the Constitution as “the Constituent Bodies”. The JAC prepares the AONB management plan, for adoption by the local authorities, and oversees its implementation. The JAC also plays a significant part in developing an image and sense of identity for the AONB and developing and supporting initiatives for conservation within it.
- 9 The JAC will recognise the following principles:
  - a) the long term protection of the AONB can only occur if those who live and work in or close to the area, or visit it for recreational purposes, recognise its values and support efforts to conserve them.
  - b) public and political support depends on identifiable achievements leading to a recognition that the JAC and the activities which it generates add value to the conservation of natural beauty in the area.
  - c) the resources it can deploy directly itself will be relatively limited, but can, if well directed, be of great value in raising awareness, catalysing action by others and attracting support from sponsors such as the Countryside Agency (Landscape, Access and Recreation) or successor body.
  - d) that long-standing social, economic and environmental interrelationships are integral to the High Weald’s character and vitality.
- 10 The JAC will provide advice relevant to its purposes (paragraph 7 above) and terms of reference (paragraph 11 below).

## TERMS OF REFERENCE

11 The terms of reference of the JAC will be as follows:

- a) To co-ordinate and assist the work of the Constituent Bodies in the implementation of the AONB management plan, and in particular, to develop practical measures to:
  - conserve and enhance the natural beauty of the AONB;
  - promote understanding of the unique identity of the AONB recognising and respecting locally distinctive landscape character and habitats in the implementation of planning and management policies;
  - encourage, where appropriate, quiet enjoyment of the AONB;
  - enable sustainable development which supports the economies and social well-being of the area and its communities provided that it does not conflict with the aim of conserving and enhancing natural beauty, which includes biodiversity, landscape quality and cultural heritage
- b) To promote the objectives of the designation of the AONB and to act as a forum for the discussion of major issues affecting the character of the AONB.
- c) To seek to secure sufficient funding to meet its overall aims and objectives for effective management of the AONB, and to manage its own devolved budget.
- d) To encourage the Constituent Bodies and other organisations to adopt complementary policies which help achieve the Constituent Bodies AONB policies as set out in the adopted AONB management plan.
- e) Promote awareness and support for the AONB both locally and nationally.
- f) To advise and inform relevant bodies of the activities of the JAC in order to raise the profile of the AONB locally and to support national efforts to enhance the profile of Areas of Outstanding Natural Beauty.
- g) To provide a source of expertise and information on the AONB, its conservation and enhancement.

- 12 Any changes in its terms of reference shall be considered formally by the JAC and agreed by all of the local authorities amongst the Constituent Bodies.
- 13 The JAC shall set up, and decide on the terms of reference, of any panels or working groups it considers necessary or appropriate for the performance of its functions.
- 14 The JAC may recommend and approve the appointment of such staff as it considers appropriate to carry out its work, the funding of such posts to be agreed by those members described in paragraph 22a.
- 15 The JAC will produce an annual report of its activities to be distributed to all members and other interested parties.

## **PRESIDENT AND PATRONS**

- 16 Distinguished local people with an interest in the High Weald may be invited to be president or patrons of the High Weald AONB, to act as a figurehead for the area, representing the High Weald locally, regionally and nationally to the general public, politicians, businesses and to the media.
- 17 A President and patrons will be appointed for a term of 2 years with an option of renewal by mutual agreement. The President becomes a co-opted member of the JAC on appointment.
- 18 Recruitment of President and patrons will be through advertisement with selection undertaken by the Management Committee.
- 19 Reasonable expenses incurred by the President or patrons in carrying out their duties will be reimbursed by the JAC.

## **MEMBERSHIP**

- 20 The strength of the JAC will be in the scale and breadth of its membership. All members should be willing and able to contribute to the aims of the JAC by virtue of either financial resources, influence, expertise or commitment of time.
- 21 The membership will be divided into the following two categories:
  - (a) The principal partners (“the funding Members”) which will comprise:
    - (i) Natural England
    - (ii) East Sussex County Council

- (iii) West Sussex County Council
- (iv) Kent County Council
- (v) Surrey County Council
- (vi) Tandridge District Council
- (vii) Horsham Borough Council
- (viii) Mid Sussex District Council
- (ix) Wealden District Council
- (x) Rother District Council
- (xi) Hastings Borough Council
- (xii) Tunbridge Wells Borough Council
- (xiii) Sevenoaks District Council
- (xiv) Ashford Borough Council
- (xv) Tonbridge and Malling Borough Council

- (b) The advisory partners (“the Non-funding Members”), who will be other government and voluntary agencies who have a significant role in the area covered by the AONB and, who in the opinion of the JAC are likely to be able and willing to make a contribution. The non-funding members will not have voting rights on financial matters.

*The non-funding Members currently comprise Country Landowners Business Association, National Farmers Union, English Nature or any successor body, The Forestry Commission and Action in Rural Sussex*

- 22 The JAC may appoint, or co-opt for specific issues, other organisations or individuals who it considers to have relevant experience, and who it believes can make a significant contribution to the general aims of the JAC. There will be up to eight advisory Members.
- 23 The Management Board will make recommendations to the JAC on the appointment of Non-funding Members.

## **MEMBERSHIP REPRESENTATION**

- 24 The Members will be entitled to nominate one representative each to the JAC. For the JAC to operate effectively and with maximum influence it is essential that appropriate representatives are appointed. For local authorities this is usually expected to be an elected member, board member or senior official. For other organisations the nominated member should have appropriate authority to represent the views of that organisation. Each representative is expected to be properly briefed and to have the necessary authority to contribute to effective decision-making on relevant matters.

- 25 Funding Members will decide on the period of office of their representative(s) on the JAC and shall so notify the secretariat - described in paragraph 41.
- 26 Non-Funding Members will be appointed for a period of office of two years.
- 27 Representatives of local authorities amongst Members must be elected members of that authority.
- 28 All of the Members will be expected to appoint a deputy member or to proxy an officer to attend meetings of the JAC or participate in associated activities.
- 29 Representatives of local authorities amongst the Members may be accompanied by an officer of that local authority who will attend meetings in a non-voting capacity unless proxied by a member. Exceptionally more than one officer from an individual authority may attend.
- 30 Appropriate officers of the Non-funding Members may also attend meetings of the JAC in a non-voting capacity to offer professional advice.
- 31 All of the Members will endeavour to ensure their organisation is represented at all meetings of the JAC.
- 32 The JAC may review its membership as and when it considers necessary.

## **ROLE OF MEMBERS**

- 33 a) The Members will be expected to:
  - (i) make an appropriate financial contribution (funding members) and support the aims and priorities of the JAC.
  - (ii) participate fully in strategic planning and JAC projects.
  - (iii) disseminate and promote the policies set out ,and in relation to, the AONB management plan within their own organisation and externally, as appropriate.
  - (iv) disseminate and advocate any other agreed approach of the JAC within their own organisation and externally, as appropriate *e.g. JAC criteria for allocation of grant aid .*

- (iv) send appropriate senior representatives, or, in the case of local authorities, elected members, properly briefed, to meetings.
- 34 With the agreement of the JAC, Members may take on specific roles. These roles include representing the High Weald JAC at a national and regional level and championing specific AONB projects at a local level.

### **CHAIRMAN AND VICE CHAIRMAN OF COMMITTEE**

- 35 The Chairman of the JAC (“the Chairman”) will be appointed from the local authority funding Members. The chairmanship will normally rotate between county and district representatives avoiding county and district representation from only one part of the AONB. The Vice-Chairman (“the Vice-Chairman”) shall be one of the representatives of the local authority next in line to succeed as the Chairman. The JAC will agree the Chairman and Vice-Chairman annually at its spring/summer meeting. They will hold office for two years but may continue in office for up to three years at the request of the Committee.
- 36 In the event of neither the Chairman nor the Vice Chairman being present at a meeting of the JAC, a representative of one of the Core Members present shall be elected to chair the meeting.
- 37 The AONB Director will be appointed by the host authority on the recommendation of the Chairman/ Vice-Chairman (on behalf of JAC).

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

- 38 The JAC will normally meet twice a year, once in the spring/summer and once in the autumn/winter, or at such other times as it may determine.
- 39 Special or extraordinary meetings may be arranged by the secretariat (see paragraph 41), following consultation with the Chairman.
- 40 The meetings will normally be a day long and consist of a business meeting in the morning and seminars, tours and site visits relevant to its work in the afternoon. Other organisations and individuals will be invited to the afternoon meetings to enable the JAC to engage in dialogue with them on achieving management plan objectives.
- 41 The secretariat for the JAC shall be provided by one of the core members. The service will be reviewed and agreed every three years and will be an operational cost to the JAC.

*East Sussex County Council currently provide secretariat support.*

## **DECISION MAKING**

- 42 Wherever possible, decisions made at the JAC will be by means of consensus. In the event of a vote being necessary, voting will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. In the event of the voting being equal, the Chairman of the JAC will have a second or casting vote, but in the event of the Chairman choosing not to exercise the second or casting vote, the proposal in question will fail. Only the funding members will be entitled to vote on matters having a financial implication to the JAC.
- 43 The quorum of the JAC will be 50% of the organisations which make up the Members.

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

- 44 Agenda for meetings of the JAC setting out the business to be dealt with will normally be despatched to members seven working days in advance of the meeting.
- 45 The Chairman's agreement will be sought prior to dealing with any urgent items of business or any other business not listed on the agenda for meetings of the JAC.
- 46 Meetings of the JAC shall be conducted in accordance with the standing orders of the authority providing secretariat to the JAC, unless or until the JAC decides otherwise.
- 47 A draft JAC budget will be presented to the funding members for approval at the JAC's autumn/winter meeting, after which the budget will be circulated to member authorities for comment. A final budget will be presented to funding members for approval at the Partnership's spring/summer meeting.

## **DELEGATED AUTHORITY**

- 48 In between JAC meetings the JAC can delegate to the Chairman/ Vice-Chairman and Management Board the power to take decisions on their behalf. Decisions that have been made will be reported to the next JAC meeting within a Management Board report.
- 49 Decisions to be made by the Management Board will include
- a) Appointment of the AONB Director

- b) Approval of revised budget forecasts for the current financial year (within the overall budget agreed by the JAC)
- c) Approval of external funding bids
- d) Approval of grant awards within criteria set by the JAC

## **MANAGEMENT BOARD**

- 50 The JAC will establish a Management Board. The Management Board will consist of the Chairman and Vice-Chairman of the JAC, the representative of the Countryside Agency, two members of the JAC representing the Core Members and one member of the JAC representing the Advisory Members. Board Members will be appointed annually at the JAC's autumn/winter meeting. Nominations for the Board Members will be received by the JAC secretariat at least three weeks before the JAC meeting. The AONB Director and Chairman of Officers Policy Group will be non-voting members of the Management Board.
- 51 The Management Board will assist with the Unit's work between meetings. The Management Board will be accountable to the JAC and will report back to the JAC.
- 52 Terms of reference of the Management Board will be agreed by the JAC.

## **THE AONB STAFF**

- 53 The JAC will recommend and approve the appointment of an officer for the AONB ("the AONB Director") subject to funding availability. The relationship between the AONB Director and JAC is set out in Annexe III. The JAC may also recommend the appointment of other staff as part of a planned programme of work and to undertake specific functions determined by the JAC. The current functions of the JAC's staff Unit are set out in Annexe III. The JAC should ensure a current business plan defines the work programme of the staff unit. From time to time, secondments will be sought from member organisations in order to undertake a defined task, or role, for a specific period of time.
- 54 The AONB Director and any associated staff will be employed by the host authority .

## **FINANCE**

- 55 The funding requirement of the JAC will form part of a three year rolling business plan. The plan will be reviewed and a revised budget

submitted to the JAC annually. The budget will be prepared by the AONB Director with advice from the Treasurer.

- 56 The contributions to 'core' costs will be made primarily by the funding Members. Other organisations may be willing from time to time to provide funding or assistance in kind. The memorandum of agreement will refer to the current funding formula.
- 57 The budget will make sufficient provision to cover:
- a) costs of the staff unit and any other staff employed on the JAC's behalf. (Such costs to include salaries, pensions, national insurance, travel and subsistence, training and recruitment.)
  - b) financial, personnel and IT support
  - c) accommodation, office running costs and other associated operational expenses
  - d) costs associated with publicising and promoting the work of the JAC
  - e) costs of operating the JAC including secretariat support and;
  - f) the costs of any other projects and activities to be undertaken during the year for which the JAC's approval has been given.
- 58 The contribution sought from the Constituent Bodies will be based on the previous financial year, updated to take account of the current rate of inflation. Additional income to undertake specific projects will be sought through grant, sponsorship, lottery funding or other sources.
- 59 Non-funding local authority bodies eligible for JAC membership will be approached annually for an appropriate contribution.
- 60 Any overspend/underspend remaining in the JAC's account at the end of a financial year shall be carried forward into the next financial year.
- 61 The JAC or the AONB Director shall, within the budget limits agreed in advance and in accordance with any conditions imposed by grant-giving bodies, be authorised to approve expenditure within the JAC's terms of reference, and to apply for grants, sponsorship, lottery funding or any other source of income. Continuing efforts will be made by all members of the JAC to identify and secure funding from a wide range of sources.
- 62 The JAC Treasurer, in consultation with the AONB Director will prepare an annual statement of accounts for the previous financial year, for the

JAC's approval. The JAC Treasurer will also be responsible for providing financial information in response to any reasonable request from any of the Constituent Bodies making a financial contribution.

- 63 Financial and administration services will be reviewed and agreed every three years and will be an operational cost of the JAC.

*East Sussex County Council currently provide treasurer support.*

## **MEMORANDUM OF AGREEMENT**

- 64 In order to secure continuity and stability to the arrangements the Core Members will subscribe to a memorandum of agreement with the Countryside Agency which will commit them to support over a six year period which will include a three year review and a rolling renewal.

## **REVIEW**

- 65 The funding arrangements and the constitution for the JAC will be reviewed every three years at the time the memorandum of agreement is reviewed.

## **TERMS OF REFERENCE FOR THE HIGH WEALD AONB MANAGEMENT BOARD**

**Adopted by the High Weald AONB Joint Advisory Committee on 15<sup>th</sup> July 2005**

- 1 The High Weald AONB Management Board will be the operational arm of the High Weald AONB Joint Advisory Committee (JAC). The Board will comprise the following members:
  - Chairman of the JAC
  - Vice-Chairman of the JAC
  - 1 representative of the Countryside Agency
  - 3 members of the JAC
  - Chairman of the Officers' working group
  - The AONB Director
  
- 2 The Board will be appointed annually by the JAC at the JAC's autumn/winter meeting. Nominations for the Group Members should be received by the JAC secretariat at least three weeks before the JAC meeting.
  
- 3 The Management Board will assist the JAC's work between JAC meetings. The Management Board will be accountable to the JAC and will report back to the JAC. The specific roles of the Management Board will be as follows.
  - To advise the AONB Officer on the priorities of the JAC and partner authorities
  - To enable integration between JAC activities with the priorities and programmes of other organisations and agencies
  - To advise on the production, review and monitoring of the AONB management plan and 3-year business plan
  - To set up working groups or other appropriate mechanisms to discuss and deliver management plan and JAC business plan objectives
  - To monitor progress on specific pieces of work, including the progress of working groups and other agencies
  - To consider and advise on risks associated with project contracts
  - To advise on funding allocations, grant administration and funding bids
  - To agree external grant awards
  - To oversee the work of the staff unit
  - To alert the JAC to issues arising from the implementation of the AONB Management Plan and three-year business plan
  - To advise host authority on annual forward targets for AONB Officer

- To advise the JAC on Non-funding Member appointments
  - Appoint Presidents and Patrons for the AONB.
- 4 With the agreement of the Management Board, Members of the Board may take on specific roles.
  - 5 The Management Board will normally meet 2 – 3 times a year, and as and when necessary. The Chairman of the Management Board will be able to convene urgent meetings as appropriate and as necessary.
  - 6 The Management Board can co-opt other individuals as and when necessary to provide expertise. These ‘advisors’ will not have voting rights.

## **DECISION MAKING**

- 7 Wherever possible, decisions made by the management group will be by means of consensus. In the event of a vote being necessary, voting will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. In the event of the voting being equal, the Chairman of the Group will have a second or casting vote, but in the event of the Chairman choosing not to exercise the second or casting vote, the proposal in question will fail. All core members will be entitled to vote on matters having a financial implication to the JAC.
- 8 The quorum of the Management Board will be four members to include the Chairman or Vice-Chairman.

## **TERMS OF REFERENCE FOR THE HIGH WEALD AONB OFFICER'S POLICY GROUP**

**Adopted by the Joint Advisory Committee on 15<sup>th</sup> July 2005**

### **POLICY WORKING GROUP**

1. An Officers' Working Group comprising officers of the Core Members (the Steering Group") will provide the JAC with professional advice in relation to its terms of reference, core budget, business plan and policy related activities. The cost of providing such advice will be borne by the organisations represented on the Working Group. The chairman of the Working Group will be nominated from within the group . The chairman's role is to provide advice to the JAC on behalf of the Officer's Policy Group.
2. The Working Group will normally meet twice per year, prior to each meeting of the JAC.
3. The Working Group may also seek the advice of other organisations/individuals on specific aspects of the JAC's work as considered appropriate.
4. Notes of the meeting will be taken and any decisions minuted.
5. The primary functions of the Working Group will be to:
  - a) provide technical advice to the JAC
  - b) promote liaison on technical issues between members of the JAC
  - c) determine information needs for management of the AONB
  - d) identify management issues of importance in the AONB
  - e) undertake and commission research
  - f) develop policy recommendations to the JAC
  - g) advise on the preparation of the management plan
  - h) seek co-ordination of the work of members in implementing the management plan.
  - i) develop awareness and understanding of the AONB
  - j) act as a sounding board on local authority issues
  - k) advise on JAC terms of reference, core budget and the business strategy.

### **DECISION MAKING**

6. Wherever possible, decisions made by the Officer's group will be by means of consensus. In the event of a vote being necessary, voting will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. In the event of the voting being equal, the Chairman of the Group will have a second or casting

vote, but in the event of the Chairman choosing not to exercise the second or casting vote, the proposal in question will fail.

7. When necessary, in the interests of expediency, the chairman of the Policy Group may take action on behalf of the JAC, after seeking prior approval of the Chairman, provided such action is consistent with this constitution and is reported to the next meeting of the JAC.

## PRESIDENTS AND PATRONS

The role of the President/Patrons will depend on Joint Advisory Committee needs and the interests of the appointee(s). The tasks likely to be performed by the President or Patrons are to:

- Head-up the “Friends of the High Weald”.
- Attend meetings and publicity events where issues relating to the High Weald are discussed.
- Represent the High Weald in the national and regional arena, for example at national conferences and at the Association of AONBs.
- Present the views of the High Weald Joint Advisory Committee to the media.
- Provide informed comment on topical issues of relevance to the High Weald.
- Attend meetings of the JAC as a co-opted member.

## HIGH WEALD AONB UNIT

**Adopted by the Joint Advisory Committee on 15<sup>th</sup> July 2005**

### Role of AONB Director

1. The AONB Director will be appointed by the Chairman/Vice-Chairman (on behalf of JAC) and employed by the host authority.
2. The Director's main role will be to advise the JAC on delivery of AONB objectives including the preparation, review and monitoring of the AONB management plan and direct the work of the staff unit to achieve JAC business plan targets.
3. The Director shall report to the JAC and be a non-voting member of the management board.
4. Annual performance management of the AONB Director will be carried out by the host authority who shall seek input from the management group on the AONB Director's annual targets.

### Role of the AONB Unit

The role of the AONB Unit is based on the core functions that have been defined for all AONB Units by the Countryside Agency. The functions are set out in the High Weald Memorandum of Agreement (MOA).

The role of the AONB Unit as currently set out in the High Weald MOA 2005/11 is:

- a) To develop, review, prepare and publish the AONB vision and the CRoW Act AONB Management Plan.
- b) To promote the AONB vision and management plan to help distinguish the AONB from adjacent countryside.
- c) To advise upon, facilitate and co-ordinate implementation by others of the Management Plan.
- d) To advise Local Authorities on their activities within AONBs, to encourage them to go beyond normal levels of service (attain the highest possible standards) in countryside management.
- e) To monitor and report on progress against AONB Management Plan targets
- f) To monitor AONB landscape condition.
- g) To access resources for management activities.
- h) To work with and contribute to the NAAONB activities, sharing advice and best practice nationally and regionally.

- i) To provide a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB partnership and other partners at a local and strategic level.
- j) To develop an involvement by the community in the management of the AONB.
- k) To provide landscape character related planning advice.

## ANNEX 3

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

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

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

*36 separate AONBs have been designated, each with their own governance and management structures, tailored to local circumstances. The majority of AONBs are managed as AONB Partnerships within a local government context. Two (Chilterns and Cotswolds) are managed through Conservation Boards established as independent organisations. The Boards have two purposes: to conserve and enhance the natural beauty of the area, and to increase the understanding and enjoyment of the AONB. They also have a duty to seek to foster the economic and social well-being of the local communities within the AONB. There are a few other variations in AONB governance and purposes.<sup>1</sup>*

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

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

#### **Purpose of this Agreement**

This agreement:

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

#### **A shared vision**

Natural England and the NAAONB are striving to achieve:

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<sup>1</sup> For example, the South Downs Joint Committee also has in its objectives

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

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

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

Natural England and the NAAONB believe:

- The relationship between Natural England and AONB Partnerships and Conservation Boards should be one of interdependency, based on trust (see Annex 1)
- AONB Partnerships and Conservation Boards should be strongly supported by partners and relevant authorities.<sup>2</sup>
- Security of funding and flexibility of funding for AONBs will deliver better outcomes.
- We should maximise the synergies between Natural England's Strategic Objectives and the outcomes of AONB Management Plans
- We need a "can do" culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.
- Monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base<sup>3</sup>,
- Natural England should move to a more strategic, hands off management approach based upon outcomes
- There is a need for diversity and flexibility at the local level, as each AONB's circumstances and development needs vary.
- The statutory requirement to produce AONB Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.

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

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

Natural England has statutory powers and duties to :

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<sup>2</sup> As defined by S85 of CRoW Act - relevant authority includes government departments, Natural England included, and public sector as well as statutory undertakers

<sup>3</sup> This will be established by a joint working group

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

In this context Natural England will:

- Advocate the value of AONBs and their governance structures nationally, regionally and locally to stakeholders
- Provide annual grant funding within a 3 year financial agreement, with the aspiration of developing this into a 3 year rolling programme of funding
- Adopt a single pot funding approach
- Input positively and promptly to AONB Management Plans to maximise their effectiveness
- Provide support and advice to DEFRA on the appointment of Secretary of State appointees to Conservation Boards
- Undertake performance monitoring of AONBs, using objective indicators of success developed jointly with AONB Partnerships and Conservation Boards and the NAAONB.
- Work with AONB Partnerships and Conservation Boards to develop their evidence base, noting the broad interpretation in statutory guidance of “natural environment” (see Annex 2 for definition of terms) and improve Natural England systems to help with sharing knowledge.
- Capture good practice through case studies and annual reports to promote successful outcomes and shared objectives
- Provide expert advice on the development of AONB Management Plans and business plans
- Work with AONB Partnerships and Conservation Boards as key delivery partners across Natural England’s remit; from Environmental Stewardship, to protected sites and species, to National Trails.

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

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

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

The NAAONB will:

- Advocate the case for AONBs nationally to Government and relevant authorities and agencies
- Work with government departments and agencies to strengthen public policy and practice in pursuit of AONB purposes

- Actively encourage innovation amongst AONBs and the collation and sharing of best practice
- Provide technical information and expertise on all matters relating to AONBs
- Encourage AONB delivery of shared objectives
- Seek, and share, experience and expertise from overseas from other IUCN Category V protected landscapes

## **Monitoring and review**

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

Signed

On behalf of the National Association for AONBs

Signed

On behalf of Natural England

## **Annex 1: Defining an interdependent relationship**

We envisage the following being characteristic of an interdependent relationship.

NAAONB and Natural England:

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

- look towards agreed indicators of success and monitored outcomes as a way of measuring performance objectively<sup>4</sup>

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

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

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

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

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

Subsection (2)(b) sets out a purpose of conserving and enhancing the landscape. This includes, but goes wider than, conserving the **natural beauty of the landscape**. It could for example cover conserving field boundaries (such as hedgerows and dry stone walls), and monuments, buildings and sub-surface archaeological features which contribute to the landscape. Natural England will be able to conserve and enhance the English landscape for aesthetic, cultural and historic purposes as well as those carried out for the purposes of habitat protection.

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

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

## ANNEX 4

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

#### **Background**

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

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

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

#### **Purpose of the Single Pot**

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

- core functions
- projects
- the Sustainable Development Fund

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

Instead, AONB partnerships and Conservation Boards will need to decide how they wish to allocate the funding contribution they receive from Natural England across these three strands, and at what percentage. Natural England will expect AONBs to address core functions, project work and SDF activity, making best use of all available funding sources in producing a programme of work. Guidance on how to do this is set out below:

#### **1. Core Functions**

It is hoped and expected that Local Authority partner contributions to all Core Functions continue at a minimum of 25%, or at least at the same levels that have previously been invested<sup>1</sup>. If Local Authority partners contribute more than 25% or then the “surplus” Natural England money may be used for other AONB work. Similarly non local authority partners may be able to contribute. If external funding can be used to support core functions then this could also release money for other activity.

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

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

## **2. Project Funding**

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

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

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

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

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

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

There are opportunities to use SDF to add value by encouraging greater uptake of innovative, often community-based, projects. The SDF programme has associated guidance which steers the kinds of projects to be developed. This guidance will be reviewed for 09/10, to place greater emphasis on encouraging innovation and risk-taking, as well as meeting AONB Management

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<sup>1</sup> This guidance is written primarily with AONB partnerships in mind. We recognise that Conservation Boards will retain their own separate systems such as direct local agreement with Natural England, advance payment and payment of core costs up to 80% to cover additional costs incurred by VAT.

Plan objectives. This risk and innovation elements help clarify the distinction between SDF and other funding streams. Innovative SDF projects should be assessed from local, regional and national perspectives.

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

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

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

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

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