



## **Chilterns Beechwoods Special Area of Conservation**

### **Recreational Pressure Mitigation Strategy for Ashridge Commons and Woods Site of Special Scientific Interest**

**To support the Habitats Regulations Assessments for**

**Buckinghamshire Council, Dacorum Borough Council; Central  
Bedfordshire Council; St. Albans City and District Council**

**Part A – Strategic Guidance (Guidance for Affected Authorities)**

**and**

**Part B – Detailed Guidance for Buckinghamshire Council**

**Buckinghamshire Council, August 2024**

## Contents

PART A – GUIDANCE FOR AFFECTED AUTHORITIES .....	5
1. INTRODUCTION .....	5
1.1. The Chilterns Beechwoods Special Area of Conservation .....	5
Ashridge Commons and Woods Site of Special Scientific Interest (SSSI) .....	7
1.2. Purpose and scope of the document .....	9
1.3. Legislation and Strategic Policy Framework Habitats Regulations .....	10
1.5. Partnership working and spatial area covered by this guidance .....	11
1.6. Strategic Environmental Appraisal of this Mitigation Strategy .....	12
1.7. Habitats Regulations Assessment of this Mitigation Strategy .....	13
2. BACKGROUND: THE EVIDENCE OF EXISTING RECREATIONAL PRESSURE AT THE SAC.....	15
2.1. Recreational Use of Ashridge Commons and Woods SSSI .....	15
2.2. Visitor surveying .....	15
2.3. Impacts from recreation .....	16
2.4. Ecological Impacts and the Need for Mitigation .....	19
3. STRATEGIC GUIDANCE FOR DEVELOPERS AND LANDOWNERS .....	21
3.1. Overview of the Habitats Regulations Assessment .....	21
3.2. Stage 1: Screening Proposals .....	23
3.3 Buffer Zones and the Location of Development – 500 metre Avoidance Zone .....	24
3.6. Types of development proposals affected .....	28
3.8. Application types – Full and Outline Planning Applications.....	31
3.9. Application types – Permission in Principle .....	31
3.10. Prior Approvals .....	32
3.11. Post-permission application types – Reserved Matters, Discharge of Conditions, Non-Material Amendments and Removal/variation of conditions .....	32

3.12.	Application types not affected .....	33
3.13.	Pre-application Advice .....	34
3.14.	Stage 2: An Appropriate Assessment of Proposals .....	34
3.15.	Strategic Access Management and Monitoring Strategy (SAMMS) Key Principles .....	38
3.16.	Overall Cost of SAMMS .....	38
3.17.	Apportionment of Cost to each Authority .....	39
3.18.	Suitable Alternative Natural Greenspace (SANG) Key Principles .....	40
3.19.	Guidance on securing SANG as part of new development .....	40
3.20.	Scale of SANG .....	42
3.21.	Catchment of SANG .....	42
3.22.	Guidance for Creating a Suitable SANG .....	43
3.23.	Additional guidance for enhancing an existing open space to become SANG .....	51
3.24.	Mitigation and Management Plans for Candidate SANGs .....	52
3.25.	Visitor Surveys for Candidate SANGs .....	53
3.26.	Gateway site(s) .....	54
4.	Implementation, Monitoring, Review and Governance .....	55
4.1.	Implementation .....	55
4.2.	Monitoring and Review .....	56
4.3.	Governance .....	57
	Part B – Detailed Local Guidance for Buckinghamshire Council (SAMM and SANG) .....	58
5.	Buckinghamshire Council Policy Framework .....	58
5.1.	How Buckinghamshire Council will secure contributions .....	58
5.2.	Unilateral Undertaking (UU) under Section 106 (S.106) .....	60
5.3.	A Bilateral Section 106 Agreement (S.106) .....	61
5.4.	SAMMS .....	62

5.5. SANGs .....	63
6. Allocations Process.....	64
7. When Strategic SANG capacity will be prioritised .....	66
8. Early Warning System for Strategic SANG Capacity .....	67
9. Planning Application Process for Qualifying Development – Expectations of Applicants.....	68
In advance of submitting a Planning Application .....	68
How will I mitigate the development that I want to bring forward? .....	68
How can I secure Strategic SANG that is identified by the Council? .....	68
10. How is mitigation secured? .....	70
11. After submitting the planning application / Application is under consideration .....	70
12. Case officer is minded to make a recommendation to approve or refuse the application ....	71
13. Subsequent applications linked to the original planning permission .....	71
14. Development is about to commence on site .....	71
15. Development of the site is delayed .....	72
16. Development has commenced but no SAMMS contributions have been made .....	72
17. First Occupation has occurred but no SANG contributions have been made .....	73
18. A planning permission expires.....	73
19. Permitted Development.....	73
Appendix A. Glossary and Abbreviations .....	75
Appendix B: SAMMS Projects and Costs table .....	77
Appendix C: Planned Housing Growth within the 12.6km Zone of Influence.....	87
Appendix D: SAMMS Collaboration Agreement .....	90

### **IMPORTANT NOTE**

**This document sets out a mitigation strategy to ensure no adverse effects on the integrity of the Chilterns Beechwoods SAC at Ashridge Commons and Woods Site of Special Scientific Interest (SSSI) due to recreational pressure from new development.**

**This document will be reviewed periodically to reflect any changes to national planning policy or guidance, legislative changes, any case law or any changes required from updated evidence collected by the Council.**

**Please ensure that you are using the most up to date information.**

## PART A – GUIDANCE FOR AFFECTED AUTHORITIES

### 1. INTRODUCTION

#### 1.1. The Chilterns Beechwoods Special Area of Conservation

1.1.1. The Chilterns Beechwoods Special Area of Conservation (SAC) represents the most extensive area of native beech woodland in England. The SAC extends for 1,276.5ha and is designated for the following qualifying features:

- H9130 *Asperulo-Fagetum* beech forests ('Beech forests on neutral to rich soils')
- H6210 Semi-natural dry grasslands and scrubland facies on calcareous substrates (*Festuco-Brometalia*). ('Dry grasslands and scrublands on chalk or limestone').
- S1083 Stag Beetle *Lucanus cervus*.

1.1.2. The Beech woods vary in composition and character depending on slope, substrate, aspect and soil depth. Notable or rare plants associated with the beech woodland include Coralroot *Cardamine bulbifera*, Southern Woodrush *Luzula forsteri*, Red Helleborine *Cephalanthera rubra* and Lesser Hairy-brome *Bromopsis benekenii*. The woods have also held Ghost Orchid *Epipogium aphyllum*.

1.1.3. The grassland interest of the SAC relates to species-rich chalk grassland and this has a restricted distribution within the SAC, with the main areas being Windsor Hill and Ellesborough and Kimble Warrens.

1.1.4. The Stag Beetle is the UK's largest terrestrial beetle and the larvae live in decaying tree stumps and fallen timber where these lie in contact with the ground. Population numbers of the stag beetle are generally in decline across Europe and the species is classified as 'near threatened' by the International Union for Conservation of Nature (IUCN)<sup>1</sup>.

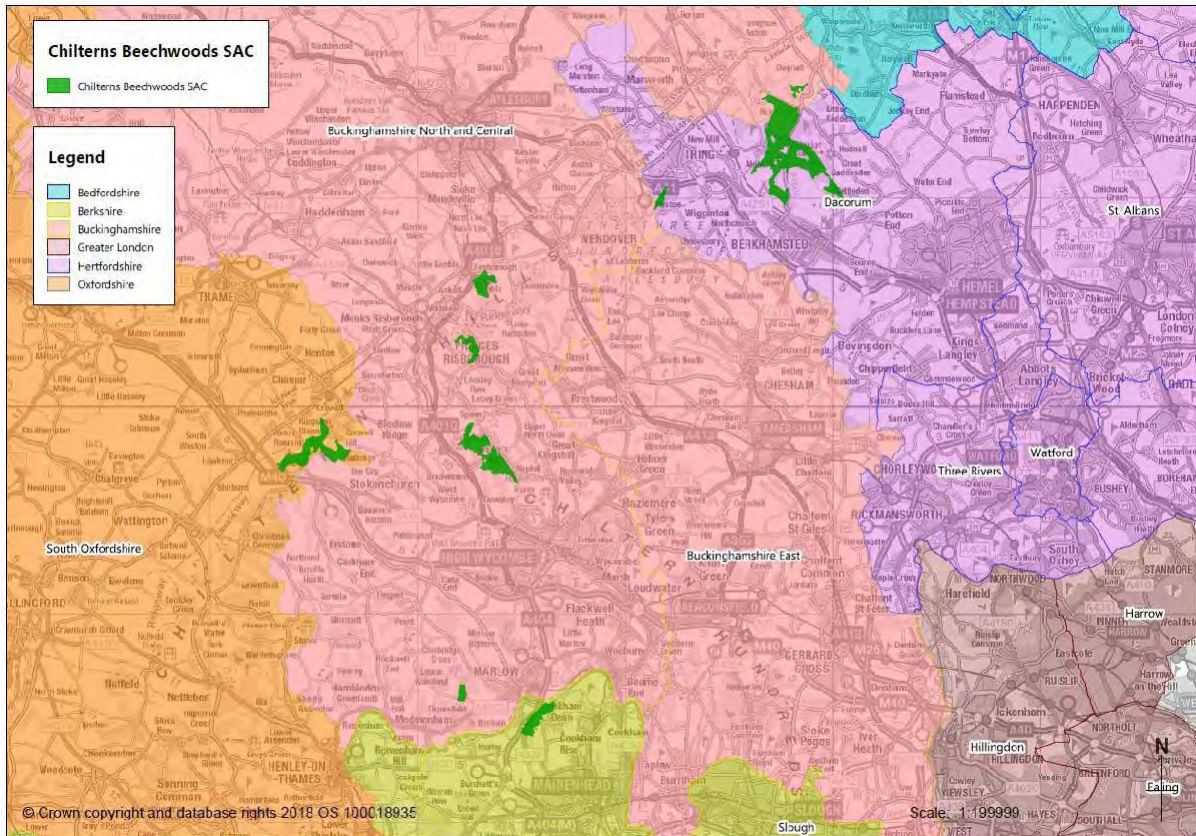
1.1.5. The Chilterns Beechwoods SAC is made up of nine separate sites scattered across

the Chilterns. It includes sites within Berkshire (6.71%), Buckinghamshire (43.19%), Hertfordshire (35.07%) and Oxfordshire (15.03%). The component parts of the SAC are also Sites of Special Scientific Interest (SSSIs) and are listed as follows:

- Ashridge Commons and Woods SSSI;
- Aston Rowant Woods SSSI;
- Bisham Woods SSSI;
- Bradenham Woods, Park Wood and the Coppice SSSI;
- Ellesborough and Kimble Warrens SSSI;
- Hollowhill & Pullingshill Woods SSSI;
- Naphill Common;
- Tring Woodlands SSSI; and
- Windsor Hill SSSI.

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<sup>1</sup> [International Union for Conservation of Nature](#)

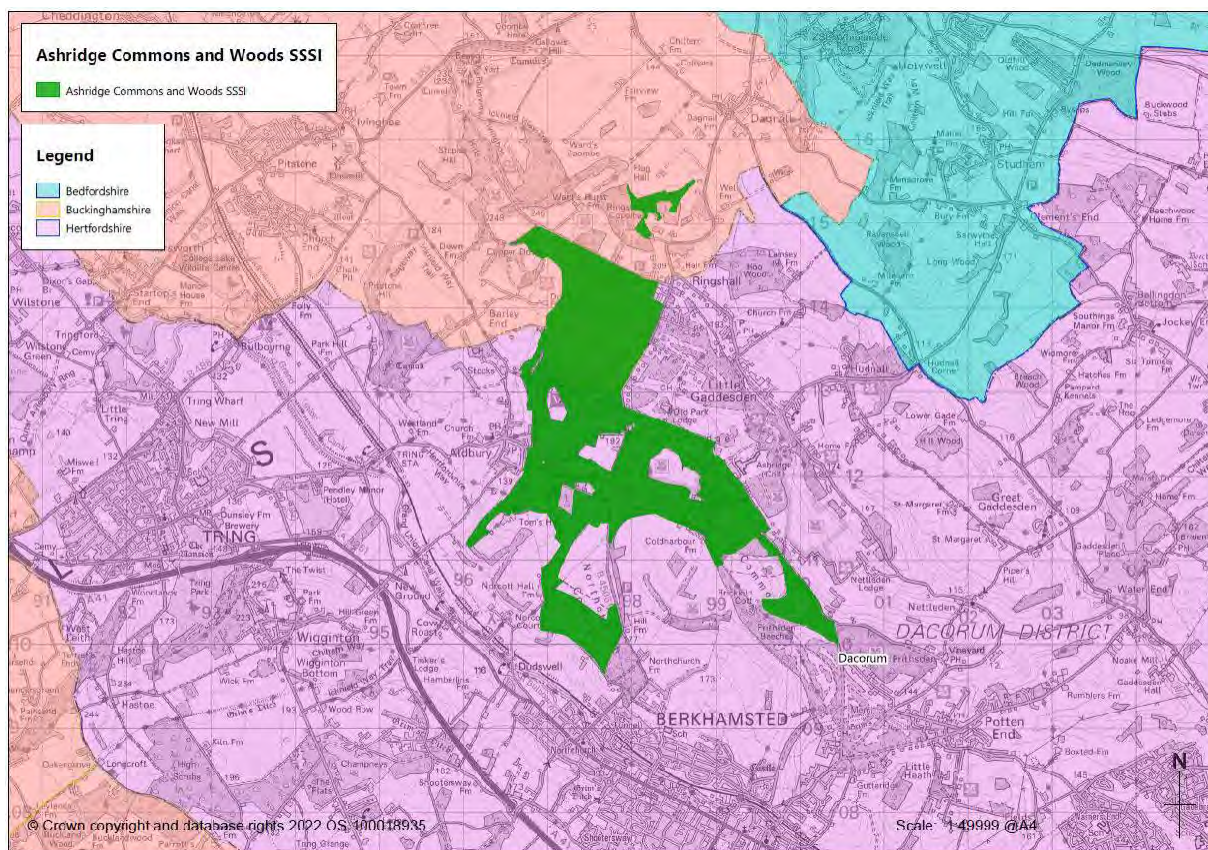


**Figure 1: The extent of the Chilterns Beechwoods SAC**

### **Ashridge Commons and Woods Site of Special Scientific Interest (SSSI)**

- 1.1.6. Ashridge Commons and Woods SSSI broadly corresponds with the extent of Ashridge Estate (“the Estate”), of which the National Trust are majority landowners. Approximately 70% of the SSSI is located in Dacorum Borough, with the remainder located in Buckinghamshire.
- 1.1.7. Ashridge Estate is an extremely popular site and attracts a wide variety of recreational interest due to the mix of:
- Ashridge House<sup>1</sup>: a historic, grade 1 Listed Building set in 190 acres of landscaped gardens, parts of which are open to the public;
  - Ashridge Park: parkland and woodland designated a grade II\* registered park and garden (National Trust are major landowners of the park);
  - Multiple walking/cycling routes and bridleways;

- Its attractive setting within the Chilterns Area of Outstanding Natural Beauty; Extensive Ancient Woodland (c.140 hectares, in addition to the woodland within the SSSIs);
- Other heritage assets, including 12 Scheduled Monuments. The Estate has considerable non-designated archaeology recording the evolution of the landscape prior to creation of the designed landscape park as well as assets which have survived from the WWII-era; and
- the entire estate being freely accessible to the public and a substantial portion designated as 'common land' or 'access land' under the Countryside and Rights of Way Act 2000.



**Figure 2: The extent of Ashridge Commons and Woods SSSI**

## 1.2. Purpose and scope of the document

- 1.2.1. This document sets out an interim mitigation strategy to avoid adverse public access and disturbance impacts from development on the integrity of the Chilterns Beechwoods SAC at Ashridge Commons and Woods Site of Special Scientific Interest (SSSI). Adverse effects were identified as part of Dacorum Borough Council's emerging HRA work for their local plan.
- 1.2.2. This interim mitigation strategy will be reviewed as part of the new Local Plan for Buckinghamshire.
- 1.2.3. **Part A** of this document provides common guidance for the planning areas of Dacorum Borough Council, Buckinghamshire Council, Central Bedfordshire Council and St. Albans City and District Council. More specifically it relates to land

within and on the edge of the 12.6 kilometre zone of influence (the zone within which mitigation will be required for net new residential development or equivalent) that extends from Ashridge Commons and Woods SSSI.

- 1.2.4. **Part B** of this document provides further guidance that is specific to each of the authorities.
- 1.2.5. This document is informed by the existing report '*Visitor survey, recreational impact assessment and mitigation requirements for the Chilterns Beechwoods SAC*' that was prepared by Footprint Ecology for Dacorum Borough Council and published in March 2022<sup>1</sup>.

### **1.3. Legislation and Strategic Policy Framework Habitats Regulations**

The definition of European sites in the Conservation of Habitats and Species Regulations 2017, as amended (the 'Habitats Regulations') includes Special Areas of Conservation such as Chilterns Beechwoods. The Habitats Regulations set out the basis for the designation, protection and restoration of European sites (also known as Habitats Sites, such as in the National Planning Policy Framework). Importantly, the most recent amendments (the Conservation of Habitats and Species (amendment) (EU Exit) Regulations 2019<sup>2</sup>) take account of the UK's departure from the EU.

- 1.3.1. The Habitats Regulations require that any application for development or a strategic plan or policy that is likely to significantly affect a European site, alone or in combination with other plans or projects, is subject to an Appropriate Assessment of the implications of the proposal for the site's conservation objectives.

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<sup>1</sup> [Footprint Ecology Report - March 2022 \(Low resolution\) \(dacorum.gov.uk\)](#)

<sup>2</sup> The amending regulations generally seek to retain the requirements of the 2017 Regulations but with adjustments for the UK's exit from the European Union. Regulation 4 confirms that the interpretation of these Regulations as they had effect, or any guidance as it applied, before exit day, shall continue to do so.

- 1.3.2. The planning authority (in their role as ‘competent authority’ as defined by the Habitats Regulations) must ensure that a plan or project, including planning applications, will not have an adverse effect on the integrity of the site, alone or in combination with other plans or projects. The planning authority must take account of any conditions or restrictions (including avoidance and mitigation measures) that would ensure no adverse effect, before granting permission or adopting a plan or policy.

#### **1.4. National Planning Policy Framework (Updated 2023)**

- 1.4.1. Para. 188 of the National Planning Policy framework states the following:

*“The presumption in favour of sustainable development does not apply where the plan or project is likely to have a significant effect on a habitats site (either alone or in combination with other plans or projects), unless an Appropriate Assessment has concluded that the plan or project will not adversely affect the integrity of the habitats site.”*

#### **1.5. Partnership working and spatial area covered by this guidance**

- 1.5.1. This document has been prepared through joint working between Dacorum Borough Council, Buckinghamshire Council, Central Bedfordshire Council and St. Albans City and District Council. The authorities have worked closely with Natural England in developing the guidance contained within this document, and with the National Trust on identifying the measures necessary to ensure compliance with the Habitats Regulations in relation to the component part of the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI.
- 1.5.2. The guidance applies to Ashridge Commons and Woods SSSI and a broader geographic area that extends 12.6 kilometres from this SSSI. This is commonly referred to as the “Zone of Influence”. Further information on the geographic extent of this is presented in Sections 2 and 3 of this document.

## **1.6. Strategic Environmental Appraisal of this Mitigation Strategy**

- 1.6.1. The Environmental Assessment of Plans and Programmes Regulations 2004 which requires SEA applies to a wide range of public plans and programmes on land use, energy, waste, agriculture, transport and more (see Article 3(2) of the Directive for other plan or programme types). The objective of the Strategic Environment Assessment (Strategic Environmental Assessment) procedure can be summarised as follows: “... to provide for a high level of protection of the environment and to contribute to the integration of environmental considerations into the preparation and adoption of plans and programmes with a view to promoting sustainable development”.
- 1.6.2. Under Article 3(3) and 3(4) of the Strategic Environmental Assessment Directive, Strategic Environmental Assessment (SEA) is not required for plans and programmes which “determine the use of small areas at a local level” or which only propose “minor modifications to plans and programmes”, except where the plan or programme is determined to be likely to have a significant environmental effect.
- 1.6.3. Buckinghamshire Council has undertaken a Strategic Environmental Assessment Screening of this document. The three statutory consultees (Natural England, the Environment Agency, and Historic England) have been consulted (under the Environmental Assessment of Plans and Programmes Regulations 2004 (UK Statutory Instruments 2004 No. 1633) (as amended)). The consultation responses have been taken into account in this document.
- 1.6.4. The Councils have concluded that this document is not likely to have a significant environmental effect and accordingly will not require a Strategic Environmental Assessment (SEA). The main reasons for this conclusion are as follows:
  - The document expands on policies and principles set out in the National Planning Policy Framework (NPPF) and relevant adopted policies set out in

the respective development plan documents for Buckinghamshire Council, Dacorum Borough Council, Central Bedfordshire Council and St. Albans City and District Council; and

- The overarching purpose of the document is to facilitate the protection of environmental assets; and
- The document does not present any policies, and serves only to provide greater clarity about the Council's expectations in relation to existing policies within existing development plan documents.

## **1.7. Habitats Regulations Assessment of this Mitigation Strategy**

- 1.7.1. The application of Habitats Regulations Assessment to land-use plans is a requirement of the Conservation of Habitats and Species Regulations 2017 (as amended). Habitats Regulations Assessment applies to plans and projects, including all Local Development Documents in England.
- 1.7.2. Competent Authorities have a duty to ensure that all the activities they regulate have no adverse effect on the integrity of the UK-wide network of European or Habitats Sites, known as the National Sites Network<sup>3</sup>. The competent authorities (in this instance Buckinghamshire Council, Central Bedfordshire Council, Dacorum Borough Council, and St. Albans City and District Council) must assess the likely significant effects of a plan or project on the National Sites Network through a Habitats Regulations Assessment.
- 1.7.3. This process must identify any likely significant [adverse] effects on a National Site which may arise, either alone or in combination with other plans and projects in view of the site's conservation objective. Where likely significant effects are identified then the plan or project must be subject to an Appropriate Assessment. As part of the Appropriate Assessment, the adoption of mitigation measures may

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<sup>3</sup> Following the United Kingdom's withdrawal from the European Union, the national sites network replaces the Natura 2000 ecological network. While the name has changed post-Brexit, the HRA legislation remains extant.

be considered to mitigate adverse impacts on site integrity.

- 1.7.4. Buckinghamshire Council has undertaken a Habitats Regulations Assessment screening of this document. As the relevant nature conservation body for England specified in the Habitats Regulations, Natural England has been consulted on the HRA Screening Opinion and their response has been taken into account the final strategy.

## **2. BACKGROUND: THE EVIDENCE OF EXISTING RECREATIONAL PRESSURE AT THE SAC**

### **2.1. Recreational Use of Ashridge Commons and Woods SSSI**

- 2.1.1. Ashridge Commons and Woods is almost entirely publicly accessible; only the northern part of Ashridge Commons and Woods SSSI (Ringshall Coppice) has no public access. Ashridge Commons and Woods is managed for its conservation and recreation value and is used for a range of outdoor activities including walking, dog walking and cycling.

### **2.2. Visitor surveying**

- 2.2.1. The report '*Visitor survey, recreational impact assessment and mitigation requirements for the Chilterns Beechwoods SAC*' summarises visitor trends for the site. The surveys (undertaken in 2021) recorded an average of around 318 parked cars at Ashridge Commons and Woods SSSI. These counts indicated potentially around 4,700 people per day on average visiting Ashridge Commons and Woods SSSI during the summer. This roughly equates to 1.7 million visitors to the site each year.
- 2.2.2. The visitor surveys included 951 interviews with 97% of interviewees visiting directly from home, 2% visiting whilst on holiday and 1% were staying locally with friends/family. The most common activity undertaken was dog walking which accounted for almost half of all interviewees. This was closely followed by walking with less frequent activities including jogging/running and cycling.
- 2.2.3. The reason that most interviewees gave for visiting the Chilterns Beechwoods SAC at Ashridge was that it was close to home (22% of interviewees). At six of the ten locations surveyed at the site, in excess of 95% of interviewees arrived by car. Travelling by car was also high at the other locations, however higher rates of visitors by foot (20-30%) were evident at Northchurch Common, Aldbury and Norcott Hill.

- 2.2.4. Visitors typically spent around 1.5 hours on site, with some variation between survey locations and time of year. Routes walked on site were typically (median) around 3.0km.
- 2.2.5. The median distance between the interview location and the home postcode for those that travelled from home that day was 5.7km, with 75% living within 12.6km of the SSSI.
- 2.2.6. A survey of visitor parking was also undertaken at the SSSI. It was determined that Monument Drive accounts for 60% of all vehicles at car parks within 500 metres of Ashridge Commons and Woods SSSI. It was also concluded that the number of cars was generally 40% more at weekends than during the week.

### **2.3. Impacts from recreation**

- 2.3.1. Recreation has a range of impacts on the SAC qualifying features. The impacts from recreation use at the site are summarised in Table 1.

Type of impact	Impact	Relevant activities	Further details
Damage	Vegetation wear	All	Results in changes to vegetation composition, loss of species and structure
Damage	Soil compaction	All	Health implications for trees through reduced water uptake, root damage i.e. verge parking
Damage	Erosion	All	Soil loss and can include wear of historic environment features such as wood banks which

			add to the biodiversity importance
Damage	Removal of deadwood	Den building	Implications for invertebrates
Damage	Vandalism	Anti-social behaviour	Can include graffiti, damage to signs, infrastructure etc.
Contamination	Dog fouling	Dog walking	Resulting in eutrophication. Urine and faeces an issue.
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Table 1: Summary of recreation impact pathways for the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI.

Type of impact	Impact	Relevant activities	Further details
Damage	Vegetation wear	All	Results in changes to vegetation composition, loss of species and structure
Damage	Soil compaction	All	Health implications for trees through reduced water uptake, root damage i.e. verge parking
Damage	Erosion	All	Soil loss and can include wear of historic environment features such as wood banks which add to the biodiversity
Damage	Removal of deadwood	Den building	Implications for invertebrates
Damage	Vandalism	Anti-social behaviour	Can include graffiti, damage to signs, infrastructure etc.
Contamination	Dog fouling	Dog walking	Resulting in eutrophication. Urine and faeces an issue.
Contamination	Litter	All	Risk of contamination depending on composition
Contamination	Invasive species	All	Can be spread on clothes, fur and even deliberately
Fire	Increased fire incidence	Barbeques, camp fires, arson, cigarettes	Risks from a range of activities, with scope for major incident
Other	Harvesting	Fungi harvesting/wild food collection	N/A
Other	Damage to visitor infrastructure	All	Detracts staff time from all conservation management
Other	Challenges to achieving grazing	All	Ability to graze sites can be compromised by high levels of access through conflicts between users and livestock
Other	Changes to public perception	All	Access results in demand for visitor infrastructure and opposition from established visitors to changes in site management

## **2.4. Ecological Impacts and the Need for Mitigation**

- 2.4.1. Current impacts and future risk from recreation impacts are primarily focused at Ashridge Estate, where visitor pressure is highest. Ecological surveys were undertaken in 2021 by Footprint Ecology across the whole of the site.
- 2.4.2. These surveys recorded substantial evidence of recreational impacts throughout the SSSI and were severe in some 'hot spot' areas. Impacts were particularly intense in the central areas north and south of Monument Drive and also at Northchurch Common.
- 2.4.3. Just under 500 incidences of recreational damage were recorded. Damage through trampling was the most widespread impact, with widened paths and widespread incidence of bare compacted and sometimes churned ground with some path junctions now supporting extensive areas of poached ground.
- 2.4.4. In many areas, but particularly the narrower desire lines through wooded areas, trampling had resulted in the exposure of tree roots (including those of veteran trees) and damage to tree roots.
- 2.4.5. Other issues included widespread den building and damage from bikes. Eutrophication from dog fouling was widespread and a number of campfires/ barbeque remains were noted.

Detailed information on the ecological impacts recorded at Ashridge Commons and Woods SSSI are set out in **Section 3** of the Footprint Ecology Report "***Visitor survey, recreation impact assessment and mitigation requirements for the Chilterns Beechwoods SAC***" which was published in March 2022.

Click here for the [High resolution version](#)

Click here for the [Low Resolution version](#)



**Figure 3: Examples of recreation impacts at Ashridge Commons and Woods. Verge parking image courtesy of National Trust, all other images by Footprint Ecology.**

2.4.6. The National Trust have instigated a range of measures at the site already, these include:

- Logs to minimise and control levels of verge parking along the public highway;
- Demarcation of parking bays along Monument Drive;
- Signs asking visitors to remain on paths, shut gates etc. at key locations to react to current damage;
- Path edging, dead hedging etc. to contain access;
- Social media posts when Monument Drive is closed due to volumes of visitors on site or to educate the public i.e. highlight important features on the site;
- Ranger presence;
- Improved education via the visitor centre; and
- Automated counters to count vehicles at selected locations.

2.4.7. Despite these measures, impacts are widespread and recreation pressure is impacting the integrity (coherence of structure and function) of the site. On the basis of the evidence as summarised in the earlier sections of this strategy,

housing growth is likely to result in further damage to the Chilterns Beechwoods SAC.

2.4.8. Additional recreational activity may make any measures to address and resolve current impacts more difficult. Natural England has advised that the cumulative effects of housing growth will therefore have an adverse effect on integrity in the absence of mitigation, and mitigation measures are necessary to ensure adverse effects on integrity can be ruled out.

2.4.9. For this reason, avoidance or mitigation measures are required for net new residential development and some other forms of development within a Zone of Influence (Zoi) around the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI. Further guidance on this is set out in the next section of this strategy.

### **3. STRATEGIC GUIDANCE FOR DEVELOPERS AND LANDOWNERS**

#### **3.1. Overview of the Habitats Regulations Assessment**

3.1.1. The requirement for Habitats Regulations Assessment applies to plans or projects which may have an adverse on a National Site (either alone or in combination with other plans or projects), and are not directly connected with or necessary to the management of that site. Planning applications are considered as “projects” in this context.

3.1.2. There is no set methodology or specification for carrying out and recording the outcomes of the assessment process. The Habitats Regulations Assessment Handbook, produced by David Tyldesley Associates (referred to hereafter as the ‘DTA Handbook’), provides an industry recognised good practice approach to the Habitats Regulations Assessment. There is also overall procedural guidance provided on Habitats Regulations Assessment by central government<sup>4</sup>.

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<sup>4</sup> <https://www.gov.uk/guidance/habitats-regulations-assessments-protecting-a-european-site>

3.1.3. The government guidance on Appropriate Assessment has been used to prepare this strategy, alongside reference to Natural England guidance. on Appropriate Assessment. Natural England is the Government's statutory nature conservation organisation and their advice provides an appropriate basis for the Habitats Regulations Assessment of plans and projects.

3.1.4. Having regard to the above, the process of the Habitats Regulations Assessment is summarised in four key stages as follows:

- **Stage 1. Screening:** Screening to determine if the plan or project would be likely to have a significant effect on a protected site. This stage comprises the identification of potential effects associated with a plan or project on protected sites and an assessment of the likely significance of these effects within the context of the European/Habitats Site's conservation objectives.
- **Stage 2. Appropriate Assessment and the 'Integrity Test':** Assessment to ascertain whether or not the plan or project would have an adverse effect on the integrity of any European/Habitat Site to be made by the Competent Authority. This stage comprises a more detailed impact assessment and evaluation in view of a protected site's conservation objectives. Where adverse effects on site integrity are identified, consideration is given to alternative options and mitigation measures which are tested. If adverse effects on integrity remain even with mitigation taken into consideration, then it is only possible to consent/adopt a project or plan if three further stages can be passed (Stages 3 to 5 below), known as derogations. All three of these further stages must be passed for a plan or project to be consented or adopted despite an adverse effect on the integrity of a European/Habitats site. These decisions are made by the competent authority rather than the applicant, and once the tests are assessed, the relevant Secretary of State also has a legal right to allow or prevent the grant of consent/adoption.
- **Stage 3. Alternative solutions:** Confirming there are whether there are alternative solutions which would avoid or have a lesser effect on a protected site.

- **Stage 4. Imperative reasons of overriding public interest (IROPI):** Confirming that the proposal needs to be carried out for imperative reasons of overriding public interest. Housing need would not normally be considered as IROPI.
- **Stage 5. Compensatory measures:** If Stages 3 and 4 are passed, the necessary compensatory measures must be secured.

3.1.5. This section provides practical guidance and makes clear the process that the authorities will follow for the first two stages of the Habitats Regulations Assessment, namely “Screening” and the “Appropriate Assessment”. If the guidance is followed, then the legal requirements of the Habitats Regulations will be satisfied for the significant majority of applications which are affected.

### 3.2. Stage 1: Screening Proposals

3.2.1. The purpose of the screening stage is to determine which plans and projects have the potential to negatively impact upon the protected site at Ashridge as a result of increased recreational pressure and disturbance.

3.2.2. The key objective of this stage is to determine if a proposal is “screened in” or “screened out”. If following stage 1 a proposal is “screened in”, then it must proceed to stage 2 and be subject to Appropriate Assessment.

3.2.3. If a proposal is “screened out”, then it is considered unlikely to give rise to negative impacts at Ashridge due to recreational pressure and disturbance. It does not need to proceed to stage 2 (Appropriate Assessment) and can be progressed as normal.

3.2.3. There are a number of factors that we will consider as part of the screening process when a proposal is submitted and these are presented in turn below. These factors are informed by the background evidence set out in Section 2 of this document, and importantly considers the potential for in-combination effects with other plans and projects.

### **3.3 Buffer Zones and the Location of Development – 500 metre Avoidance Zone**

3.3.1. Based on the evidence gathered to date, a 500 metre 'Avoidance Zone' is established for residential development around Ashridge Commons and Woods SSSI. Within the zone there is a presumption against development, i.e. ensuring no increase in the number of dwellings there.

3.3.2. The 500 metre 'Avoidance Zone' applies only to land within the administrative area of Buckinghamshire Council (North and Central and Dacorum Borough Council).

3.3.3 There is a heightened risk to designated sites (such as the Chilterns Beechwoods SAC) from development in close proximity to them and for this site that zone has been determined to be 500m. Recreational use is much higher from homes that are in easy walking distance of the site, and it is considered very difficult to deflect such access with alternative greenspace.

3.3.4 Fire risk, fly-tipping, light and noise and other urban effects are also more acute close to their boundary. Furthermore, mitigation approaches, such as access management and warden control, are less effective. The map on the following page presents the 500 metre Avoidance Zone.

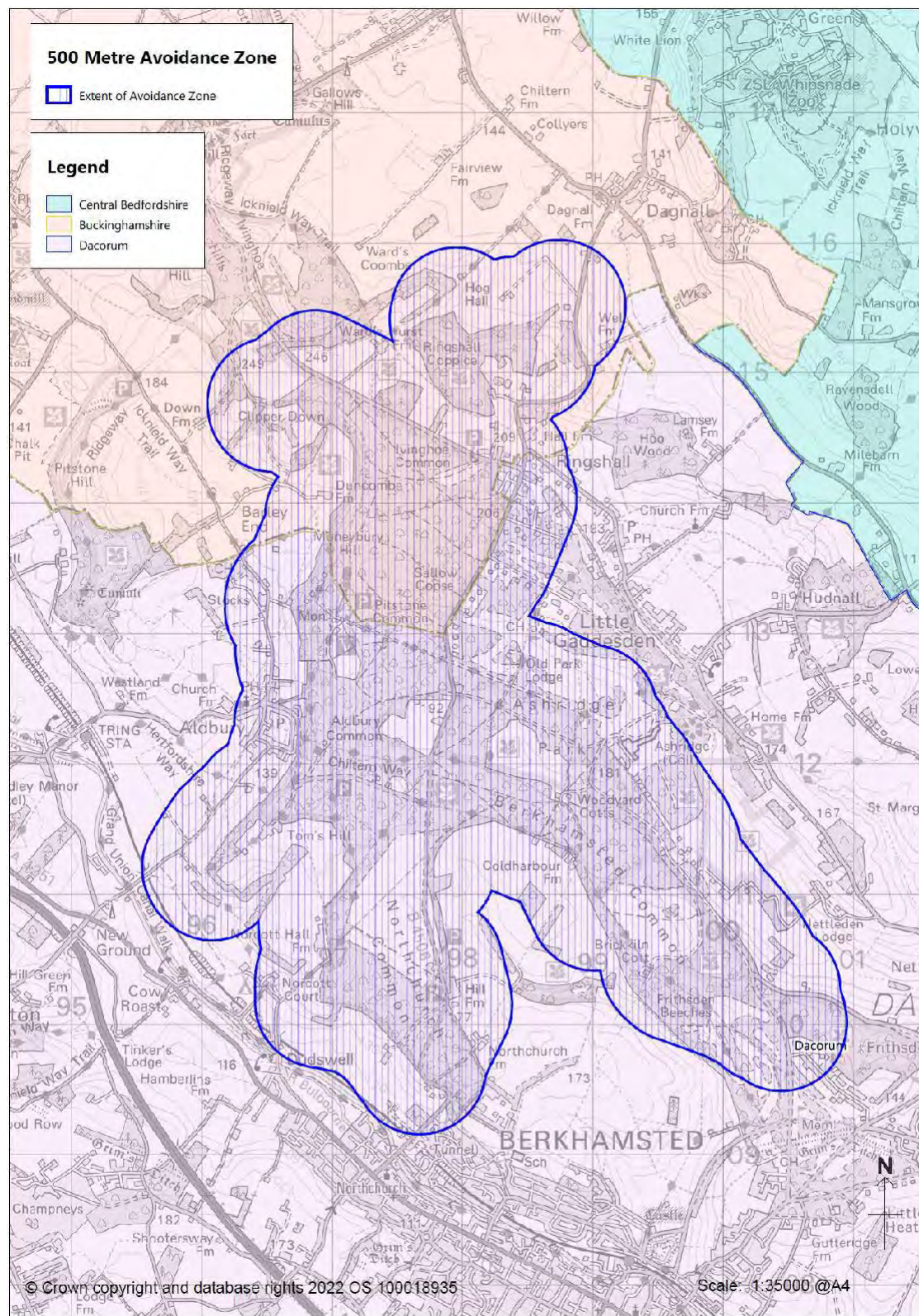


Figure 4: Map showing the defined 500 metre Avoidance Zone

A more [detailed interactive map](#) on the extent of the 500 metre avoidance zone is available to view online.

### **3.4 Buffer Zones and the Location of Development – 12.6 kilometre Zone of Influence**

3.4.1. The recreational 'Zone of Influence' for Ashridge Commons and Woods SSSI is an area across which 75% of people will travel to use a designated site for recreational purposes. This zone has been calculated using an industry standard approach confirmed by Natural England and informed by the visitor survey data presented in Section 2 of this document, part of the emerging HRA for Dacorum.

3.4.2. Based on the evidence gathered to date, a Zone of Influence extending from 500 metres from the edge of the Ashridge Commons and Woods SSSI to 12.6 kilometres from the edge of the same SSSI captures 75% of resident visitors to the SSSI. Within this zone, new net residential development will likely result in an increase in visitors and use of those sites. This results in increasing recreational disturbance and adversely affect the species and habitats of the protected sites.

3.4.3. The Zone of Influence applies to the whole of Dacorum Borough Council, and some land within the administrative area of Buckinghamshire Council, Central Bedfordshire Council and St. Albans City and District Council.

3.4.4. The map on the following page presents the zone of influence for the SSSI.

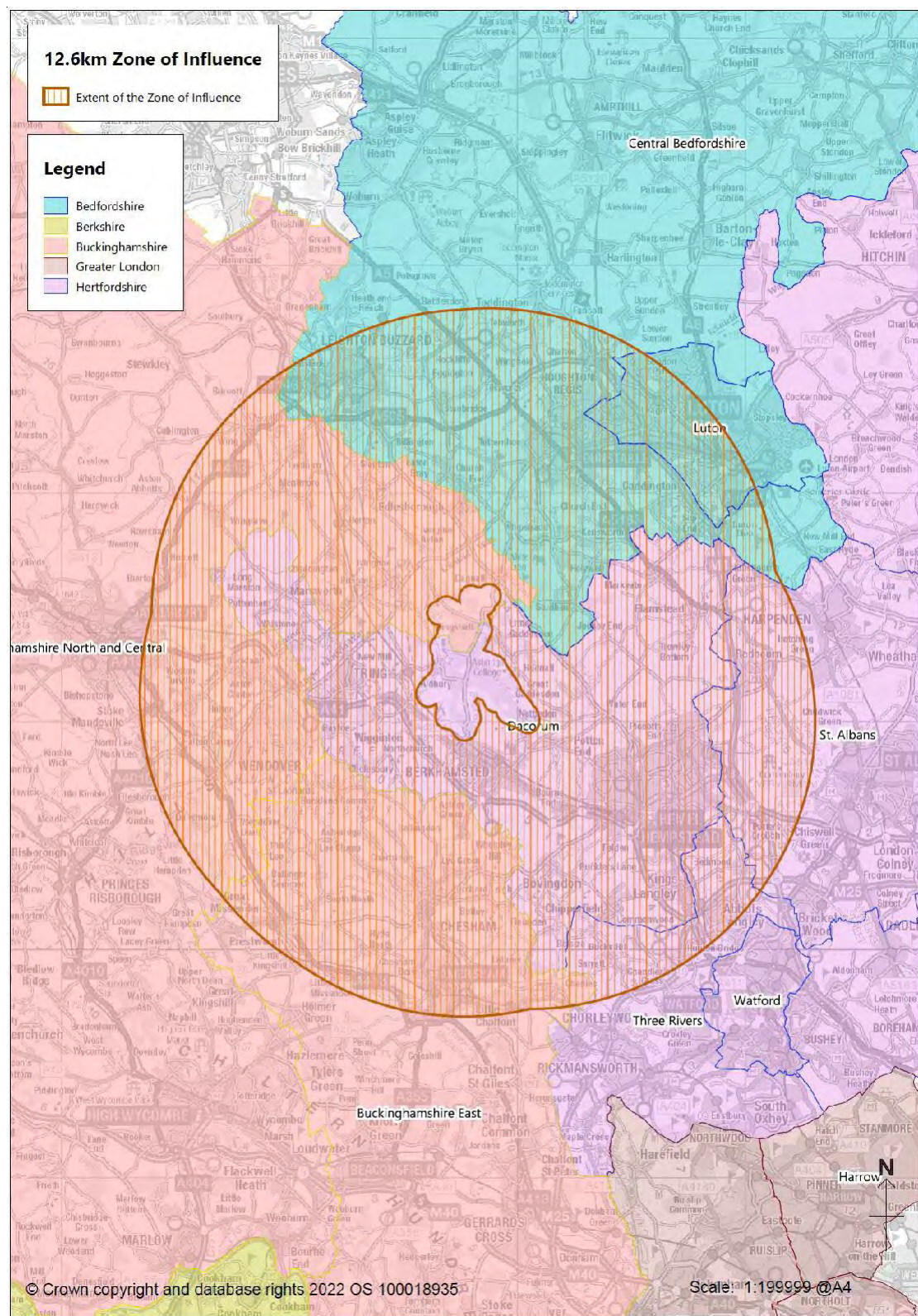


Figure 5: Map showing the defined 500 metre - 12.6km Zone of Influence

An [interactive map](#) with more detail on the extent of the 12.6 kilometre Zone of Influence is available to view online.

3.4.5. The extent of the 12.6 kilometre Zone of Influence and 500 metre Avoidance Zone may change through future reviews of the evidence base and this strategy.

### **3.5 Buffer Zones and the Location of Development – Proposals that are partly located within a zone**

3.5.1. Where a proposal partly falls within the 12.6 kilometres Zone of Influence or 500 metre Avoidance Zone, only the affected development that is located wholly within the boundary of zone will be screened in.

3.5.2. As an example, there is a development proposal for five new dwellings and two of these dwellings are to be built on land within the defined zone, only those two dwellings will be screened in and subject to stage 2 (Appropriate Assessment). The remainder will be screened out.

### **3.6. Types of development proposals affected**

3.6.1. All proposals which seek to deliver **a net increase in residential dwellings** and are located within the 500 metres Avoidance Zone or the wider Zone of Influence will be screened in and subject to stage 2 (Appropriate Assessment). These include proposals for mixed use schemes that include net new residential dwellings as part of a wider development.

3.6.2. Affected proposals are then subject to what is known as ‘Appropriate Assessment’, which is carried out by the competent authority (Buckinghamshire Council), in consultation with Natural England, having regard to information including that provided by the applicant. More information on what needs to be considered for the Appropriate Assessment stage is set out in Section 3.3 of this Document.

3.6.3. There are other forms of development which may cause additional harm and these will be considered on a case by case basis. Table 2 below presents types of development likely to be affected within the zones, highlighting which are likely to be screened in and therefore subject to stage 2 (Appropriate Assessment):

**Table 2: Development Types**

Use Type/ClassUse	500m Avoidance Zone Screened In	500m Avoidance Zone- Zone of Influence
Dwelling Houses (C3) <i>Any net new additional dwellings</i>	Case by Case <i>Depends if it functions as a separate unit to the main</i>	Screened In
Dwelling Houses (C3) <i>Extension or residential 'Granny' annexe</i>	Screened Out	Case by Case <i>Depends if it functions as a separate unit to the main dwelling.</i>
Dwelling Houses (C3) <i>Replacement dwellings</i>	Case by Case	Screened Out
Residential Institutions (C2/C2A) <i>Accommodation and care to people in need of care, including Nursing Homes, hospitals and secure institutions</i>	<i>Depends on the type of scheme proposed, the level of mobility of residents and potential for parking to be used by visitors to the SAC.</i> <i>Case by Case Depends on the type of scheme and its functional relationship to the SAC</i>	Case by Case Depends on the type of scheme proposed, the level of mobility of residents and potential for parking to be used by visitors to the SAC.
Residential Institutions (C2) <i>School, college or training centre</i>	Case by Case Depends on offer and type of users expected	Screened Out
Hotels (C1) A hotel, boarding or guest house	Screened In	Case by Case Depends on offer and type of users expected
House in Multiple Occupation (C4 / Sui Generis) <i>This also includes managed student accommodation.</i>	Screened In	Screened In
Holiday Dwellings (Sui Generis) Self-contained holiday accommodation, caravan and touring holiday accommodation	Screened In	<i>Depends on offer and type</i>
Gypsy and Traveller Pitches (Sui Generis) Net new pitches that are either temporary or permanent.	Screened In	Screened In
Residential Boat Moorings	Screened In	Screened In
Café/Shop/Visitor Centre/Museum ( )	Case by Case <i>Depends on offer and type of users expected</i>	Screened Out

3.6.4. It is important to note that the table above is not definitive. While it may be considered that the majority of affected development proposals within the 500 metres Avoidance Zone are unlikely to receive planning permission, there may be exceptions cases where development could be allowed.

3.6.5. Equally, there may be situations where some forms of development are considered to be screened out above, but may give rise to increased visitor pressures at Ashridge Commons and Woods SSSI. This may be due to their scale, location (within the wider Zone of Influence) and particular details. Such situations are likely to be rare. If there is uncertainty, applicants are encouraged to seek early engagement with the respective Council and with Natural England.

### **3.7. Application types – General**

3.7.1. There are many avenues available for applicants to obtain permission for new development. Proposals will be ‘screened’ at the earliest stage in the planning process for their potential to impact upon the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI.

3.7.2. The publication of the evidence demonstrating harm to the site in March 2022

resulted in an immediate halt in the determining of applications for those affected development types listed above. This included some applications which had already received permission but which require subsequent applications to be submitted, such as applications for reserved matters and those seeking to discharge conditions.

- 3.7.3. The following section presents guidance on how the Councils will approach different types of applications submitted.

### **3.8. Application types – Full and Outline Planning Applications**

3.8.1. An affected development, once it has been screened-in and the Appropriate Assessment has demonstrated the risk of harm at Ashridge Commons and Woods SSSI can be mitigated (or avoided), may be granted permission. If the development is permitted and the necessary mitigation and/or contributions are secured, any Appropriate Assessment for related applications (such as the discharging of conditions or reserved matters) will take into account the mitigation measures secured, provided no further material amendments are made.

- 3.8.2. All full and outline planning applications will be screened by the Competent Authority based on the location of the scheme and type of development proposed. All applications that are screened in must be subject to stage 2 (Appropriate Assessment).

### **3.9. Application types – Permission in Principle**

- 3.9.1. Applications for Permission in Principle relating to residential development will be screened in a similar manner to planning applications and where the Appropriate Assessment has demonstrated that the risk of harm can be mitigated (or avoided) these may be granted<sup>5</sup>. This would require a unilateral or bilateral agreement to secure such mitigation at the technical details consent stage and an informative

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<sup>5</sup> The decision to grant is subject to other material planning considerations.

must be added to the grant of permission in principle requiring such an obligation.

### **3.10. Prior Approvals**

**3.10.1.** Applications for Prior Approval will be screened in a similar manner to full and outline planning applications. An application for Prior Approval may be refused if an Appropriate Assessment is not provided. If the AA is provided and demonstrates that the risk of harm can be mitigated (thus concluding no adverse effect), and a unilateral undertaking is signed to secure suitable mitigation, then prior approval may be granted<sup>6</sup>.

**3.10.2.** Where the AA concludes that the permitted development would have an adverse effect **and** mitigation is not provided, then prior approval will not be granted, and the developer cannot rely on the permitted development right.

### **3.11. Post-permission application types – Reserved Matters, Discharge of Conditions, Non-Material Amendments and Removal/variation of conditions.**

**3.11.1.** Reserved Matters applications will be subject to Appropriate Assessment. If the affected development has not already been subject to this process at an earlier stage and/or suitable mitigation or avoidance measures have not been secured, the AA will need to define its own mitigation or avoidance measures at that stage. Where satisfactory mitigation has already been secured in a legal agreement at the outline stage, this will need to be taken into account in the AA. This will normally apply to permissions granted prior to 14 March 2022.

**3.11.2. Planning conditions** have an important role in ensuring the delivery of high quality schemes. They are most often used to enable development to proceed (i.e. the grant of permission), where it would otherwise have been necessary to refuse planning permission.

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<sup>6</sup> The decision to grant is subject to other material planning considerations.

3.11.3. Case law<sup>7</sup> has determined that where applications for the discharge, removal or variation of planning conditions *may* be ‘screened in’, the case officer will need to undertake an exercise to determine if the condition “goes to the heart of the planning permission”. With this the case officer will determine whether the condition is an implementing one and the details are fundamental to the acceptability of the site.

3.11.4. The nature and wording of conditions vary greatly as no two applications are ever the same. Many require further evidence or documentation to be submitted and agreed with the relevant authority in order for development to be considered acceptable.

3.11.5. Applications for **minor material amendments (under section 73)** *may* be screened in if the affected proposal was not implemented prior to 14 March 2022. This includes circumstances where the original permission has fully discharged its conditions. Evidence would be required to demonstrate implementation prior to that date.

### **3.12. Application types not affected**

3.12.1 The following application types will be screened out as they have no bearing on recreational pressures at Ashridge Commons and Woods SSSI.

- Lawful Development Certificates<sup>8</sup>
- Householder applications

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<sup>7</sup> There are a number of cases relevant to this matter, including: *Whitley & Sons v Secretary of State for Wales* (1992) 64 P&CR 296; *R (Hart Aggregates Ltd) v Hartlepool Borough Council* [2005] EWHC 840 (Admin); *Bedford Borough Council v The Secretary of State for Communities and Local Government and Aleksander Stanislaw Murzyn* [2008] EWHC 2304 (Admin); *Greyfort Properties Ltd v SSCLG* [2011] EWCA Civ 908; and *R (Howell) v Waveney District Council* [2018] EWHC 3388

<sup>8</sup> There may be some very limited circumstances where lawful development certificates may be screened in

- Demolition
- Advertisements
- Works to trees

### 3.13. Pre-application Advice

3.13.1. As no decision is provided through this service, such advice is not subject to the Habitats Regulations and therefore is not subject to screening. The pre-application advice service can assist a prospective applicant in better understanding the likely impacts that a proposed development may have on the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI. This may be the case for more complex applications or where it is felt that a proposed scheme *could* be screened in, having regard to the type of development proposed (see Table 2).

3.13.2. Any proposal that is screened in and is required to be subject to Stage 2: Appropriate Assessment is considered to be “qualifying development”.

### 3.14. Stage 2: An Appropriate Assessment of Proposals

3.14.1. As set out in the previous section, all qualifying development must be subject to what is known as “Appropriate Assessment”. This stage seeks to understand (in further detail than at screening) the impacts that development will have, alone or in combination with other plans and projects, and where possible identify measures to avoid/mitigate these likely effects.

3.14.2. This process is led by the respective Council to which the proposal relates, having regard to the particular merits of the proposal and evidence submitted, such as a ‘shadow’ HRA or report to inform HRA submitted by the applicant.

3.14.3. The National Planning Practice Guidance<sup>9</sup> sets out in more detail what an Appropriate Assessment should contain. Importantly, it states the following:

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<sup>9</sup> The full guidance on [Appropriate Assessments](#) is available to view online

*An Appropriate Assessment must contain complete, precise and definitive findings and conclusions to ensure that there is no reasonable scientific doubt as to the effects of the proposed plan or project. The competent authority [e.g. the local planning authority] will require the applicant to provide such information as may reasonably be required to undertake the assessment.*

*An Appropriate Assessment must consider the indirect effects on the designated features and conservation objectives, including the following principles:*

- an Appropriate Assessment must catalogue the entirety of habitat types and species for which a site is protected.*
- an Appropriate Assessment must identify and examine the implications of the proposed plan or project for the designated features present on that site, including for the typical species of designated habitats as well as the implications for habitat types and species present outside the boundaries of that site and functionally linked; insofar as those implications are liable to affect the conservation objectives of the site.*
- where the competent authority rejects the findings in a scientific expert opinion recommending additional information, the Appropriate Assessment must include an explicit and detailed statement of reasons which is capable of dispelling all reasonable scientific doubt on the effects of the proposal on the site.*
- a competent authority [e.g. a local planning authority] is permitted to grant a plan or project consent which leaves the applicant free to determine subsequently certain parameters relating to the construction phase, only if that authority is certain that the consent includes conditions that are strict enough to guarantee that those parameters will not adversely affect the integrity of the site.*

*In the light of this the competent authority must determine whether the proposal will not adversely affect the integrity of the site(s) [e.g. the Chilterns Beechwoods SAC]. The integrity of a site is the coherence of its ecological structure and function, across its whole area, that enables it to sustain the habitat, complex of habitats and/or the levels of populations of the species for which it was designated.*

3.14.4. In light of the findings of Dacorum's HRA screening for their emerging Local Plan and the evidence gathered by Footprint Ecology for Ashridge Commons and Woods SSSI (presented in Section 2 of this document), all qualifying development has the potential to adversely affect the integrity of the site, either alone or in combination with other proposals within the 500 metre Avoidance Zone and the

wider 12.6km Zone of Influence<sup>10</sup>. For this reason, such proposals are subject to Appropriate Assessment.

3.14.5. Mitigation and avoidance measures are required at Ashridge Commons and Woods SSSI to maintain the integrity of the SAC (its ability to support its qualifying features and meet conservation objectives). Based on caselaw, these can only be taken into account at the Appropriate Assessment stage, rather than at the earlier screening stage.

3.14.6. The core objective of the mitigation and avoidance measures are to:

- Deflect visitors away from the site so that qualifying development does not result in a proportionate increase in access to the site, by providing alternative options for green space / recreation;
- Better manage visitor distribution and numbers within the SAC (and ideally wider area) to reduce pressures in certain areas;
- Reduce impacts of recreation by influencing visitors to change their damaging behaviours (e.g. reducing or avoiding verge parking, dogs off-lead, barbeques, straying from marked paths and trampling flora);
- Reduce impacts of recreation within the site by protecting sensitive features (veteran trees, future veterans, vegetation communities) and increasing the resilience of the site (e.g. to impacts of climate change which can exacerbate recreation impacts).

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<sup>10</sup> This was confirmed in a letter from Natural England to affected Competent Authorities in March 2022. Natural England's advice is based upon the evidence base and recommendations set out within the Footprint Ecology report: Footprint Ecology, March 2022, Visitor survey, recreation impact assessment and mitigation requirements for the Chilterns Beechwoods SAC and the Dacorum Local Plan. Available here: [dacorum-recreation-evidence-base-200322.pdf](#)

3.14.7. Where qualifying development is located within the 500 metre Avoidance Zone, Natural England has advised that there is a presumption against such development being granted as it is unlikely that any mitigation or avoidance measures would be effective. Their advice is based upon the evidence base and recommendations set out within the Footprint Ecology report. Sufficient evidence needs to be produced by the applicant to demonstrate how their scheme would not result in a net increase in visitors to Ashridge Commons and Woods SSSI. This will be taken into account as part of the Appropriate Assessment undertaken by the Council, based on information provided by the applicant.

3.14.8. Where qualifying development is located within the wider 500 metre - 12.6km Zone of Influence, Natural England has advised that these can be sufficiently mitigated (or avoided) through measures set out in this strategy.

3.14.9 These measures comprise of two separate elements that all proposals will be expected to contribute towards or directly deliver and are considered in turn below:

- Strategic Access Management and Monitoring ('SAMMS') involving access management, monitoring and engagement work wholly within the boundary of the SAC.
- Suitable Alternative Natural Greenspace ('SANG') involving the provision of alternative informal recreation opportunities away from the SAC.

3.14.10 Provision of Suitable Alternative Natural Greenspaces (SANGs) acts as an avoidance measure and the Strategic Access Management and Monitoring Strategy (SAMMS) is a mitigation measure. This reflects the Mitigation Hierarchy as set out in paragraph 186 of the National Planning Policy Framework (NPPF).

### **3.15. Strategic Access Management and Monitoring Strategy (SAMMS) Key Principles**

3.15.1. The intention of the Strategic Access Management and Monitoring Strategy is to directly manage and avoid impacts at its source and to better educate those visiting the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI, as well as to monitor the effectiveness of the measures being deployed.

3.15.2. These measures are in addition to the regular habitat management of the site, which is also undertaken by the National Trust. Since the publication of evidence by Footprint Ecology which demonstrate harm to the integrity of the site, the National Trust have enhanced measures of their own across the site. These do not form part of the cost of SAMMS, which solely relate to predicted harm arising from future growth in the Zone of Influence.

### **3.16. Overall Cost of SAMMS**

3.16.1. The Strategic Access Management and Monitoring Strategy is set out in Appendix A. The table provides a description and cost of the projects. These costs cover a period of at least 80 years from 2022. Each of these projects are costed on the best available information and evidence in consultation with the National Trust who manage the majority of the designated site. Costs may be subject to review and will be index linked<sup>11</sup>.

3.16.2. The projects detailed in Appendix A have been designed to mitigate the likely scale of development that will come forward within the 12.6 kilometres Zone of Influence. Strategic Access Management and Monitoring Strategy projects will be subject to regular review to ensure that they remain fit for purpose.

**3.16.3. The total cost of Strategic Access Management and Monitoring is £18,275,510**

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<sup>11</sup> The BCIS All-in Tender Price Index will be used.

### 3.17. Apportionment of Cost to each Authority

3.17.1. The total cost of SAMMS is to be apportioned between the four authorities as follows:

Table 3: Apportionment of SAMM to each authority

<b>Council (Administrative Area)</b>	<b>SAMMS apportionment</b>	<b>Cost per dwelling</b>
Dacorum Borough Council	<b>£9,420,290</b>	£913.88 per dwelling
Central Bedfordshire Council	<b>£1,626,536</b>	£182.49 per dwelling
St. Albans City and District Council	<b>£212,123</b>	£828.61 per dwelling
Buckinghamshire Council (North and Central)	<b>£6,998,025</b>	£566.23 per dwelling
Buckinghamshire Council (East)	<b>£18,536</b>	£87.03 per dwelling

3.17.2. The value for Buckinghamshire Council differs for the north and central area and east area, due to the differing visitor pressures from the two planning areas, as set out in the Collaboration Agreement (Appendix D).

3.17.3. All qualifying development is required to make proportionate contributions towards SAMMS, based on the scale and type of development proposed.

3.17.4. Since an initial Statement of Common Ground was signed in November 2022, the figures for Buckinghamshire have been reviewed to reflect the Council's evidence base on Buckinghamshire household occupancy rate of 2.5 people per household instead of the original 2.4. While Buckinghamshire considers the occupancy rate of 2.5 people per household to be the most up to date the figures relating to apportionment of future pressure/ costs and thus the cost per dwelling remains the same. Table 3 is therefore up to date.

### **3.18. Suitable Alternative Natural Greenspace (SANG) Key Principles**

3.18.1 Suitable Alternative Natural Greenspace, or “SANG”, is the term given to greenspaces that are created or enhanced with the specific purpose of absorbing recreation pressure that would otherwise occur at European/Habitats Sites, such as Ashridge Commons and Woods SSSI as these form part of a European/Habitats Site (here, a SAC). New SANGs can be created, or existing greenspaces enhanced to create a SANG, in order to absorb the level of additional recreation pressure associated with new development.

3.18.2 SANG projects dovetail with SAMMS in that they provide additional space for informal recreation and provide attractive alternatives for people who may otherwise choose to visit Ashridge Commons and Woods SSSI. With SAMMS, visitors will become more aware of their impacts and access to Ashridge better managed. Over time the emphasis for recreation use will shift to other sites enhanced for recreation, such as SANG.

### **3.19. Guidance on securing SANG as part of new development**

3.19.1. All qualifying development must contribute towards either a) a new (bespoke) SANG or b) contribute towards Strategic SANG projects elsewhere. This is in addition to the necessary SAMMS contributions as set out in the previous section.

3.19.2. The identification of new (bespoke) SANG will need to be agreed with the Competent Authority and Natural England, the former whom will subject it to Appropriate Assessment. The following is required to support the planning application:

1: A **Mitigation and Management Plan** setting out the projects and interventions required to deliver the SANG.

2: An agreement with the landowner that the SANG will be secured for a minimum period of 80 years.

3: If the candidate SANG is already accessible to the public, visitor surveys are likely to be required to determine the capacity of the candidate SANG to accommodate an uplift in visitor numbers.

3.19.3. It is imperative that, before granting any permission for new applications for residential development within the above zone of influence, the Council is certain that adverse effects on the SAC can be excluded. That would require the appropriate mitigation measures to be secured in full before planning permission is granted. As explained in paragraph 3.19.1, that would include the provision of a SANG (whether strategic or a bespoke SANG) as well SAMM contributions to be secured.

3.19.4. As at the present date, the Council does not have any strategic SANGs that have been secured. Any planning application submitted for SANG will be considered on its own merits through the development management process.

3.19.5 As such, before strategic SANGs are operational, or are sufficiently certain to come forward, reliance on such SANGs will not be accepted by the Council for planning applications, whether on appeal or otherwise. To have sufficient certainty the completion of a Section 106 legal agreement must be in place and planning permission granted. Developers and landowners will need to make adequate provision for bespoke SANGs in accordance with the Mitigation Strategy.

3.19.6 For larger scale SANG, delivery can be phased in a proportionate manner alongside new development, reflecting the short, medium and longer term projects and interventions as outlined in the accompanying Mitigation and Management Plan. However, the SANG for each phase needs to 'stand-alone' i.e. be able to function without the later components.

3.19.7. Part B of this document sets out the details of how SANG will be secured for Buckinghamshire Council.

### **3.20. Scale of SANG**

3.20.1 SANG will be provided at a rate of eight hectares per 1,000 new residents; this is a widely used standard across England as is equivalent to 0.02ha per dwelling (based on a Buckinghamshire occupancy rate of 2.5 people per household).

3.20.2 SANG needs to be of a scale for it to function properly as a space. Natural England will provide advice on what is appropriate on a case-by-case basis.

3.20.3. Formal open spaces such as sports grounds, playing fields or some children's play areas (i.e. those not constructed from natural materials, such as wood) are unlikely to meet the criteria for SANG. If such features are present, they should not be counted towards the overall area of SANG.

### **3.21. Catchment of SANG**

3.21.1. The catchment of SANG will depend on their particular characteristics and location, and also their location within a wider green infrastructure network.

As a guide based on other locales such as the Thames Basin Heaths:

- a) SANG of 2-12ha will have a catchment of 2 km
- b) SANG of 12-20ha will have a catchment of 4 km
- c) SANG of 20ha+ will have a catchment of 5 km

3.21.2. Any development seeking to deliver 10 or more net new residential dwellings (or

equivalent) must be located within the catchment of a strategic SANG. That SANG must have existing capacity, and must meet any further criteria necessary to accommodate the proposed scheme.

3.21.3. Smaller development proposals for up to 9 net new residential dwellings (or equivalent) are not restricted to catchment areas for SANG. If such a development is not within the catchment area of a SANG with sufficient capacity, it can contribute towards an existing SANG elsewhere.

3.21.4. Strategic SANG sites can be delivered by third party organisations or by the local planning authority, for developers to draw upon if they lie within the catchment. They will serve developments within the administrative area of that SANG. For example, a SANG in Buckinghamshire will serve proposals in Buckinghamshire , unless an agreement has been made with a neighbouring authority that its capacity can be shared.

### **3.22. Guidance for Creating a Suitable SANG**

3.22.1. The guidance below is broken down into relevant components. They have been compiled from a variety of sources but principally from visitor surveys<sup>12</sup> undertaken across Ashridge Commons and Woods SSSI.

3.22.2. Natural England have also advised that they will continue to use the SANG guidelines (dated August 2021)<sup>13</sup> as the framework for assessing potential SANGs. Although originally established for the Thames Basin Heaths Strategic Solution, the principles of the SANG guidelines are based upon best available evidence.

3.22.3. It is for us as the Competent Authority to decide what is agreed as a Suitable SANG, in consultation with Natural England.

3.22.4. Any planning applications for SANG will be considered on their own merits through the development management process. The Council will continue to work with

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<sup>12</sup> "Visitor survey, recreational impact assessment and mitigation requirements for the Chilterns Beechwoods SAC", Footprint Ecology, March 2022. Available to view on the [Dacorum Borough Council website](#)

<sup>9</sup> [Natural England SANG guidance August 2021.pdf](#)

Natural England and Stakeholders to progress future strategic SANGs in line with its strategy.

3.22.5.	<b>The core objective for SANG is to deliver an attractive space that is publicly accessible, and which would likely deflect visitors, or a reasonable proportion of their trips, away from Ashridge Commons and Woods SSSI.</b>
3.22.6.	Candidate/bespoke SANG that meet the criteria below are highly likely to be accepted by Natural England and the Competent Authority. Should a candidate SANG not meet all of the criteria, then these will be assessed on a case-by-case basis, having regard to the particular measures proposed. Such proposals will need to demonstrate equivalent effectiveness of mitigation being provided to ensure a robust, consistent approach is followed. Any shortfall in the criteria should be offset by other complementary means, such as an elevated provision rate, size or high-quality features.
3.22.7.	Candidate SANG that deliver a minimum 2.3km circular walk are considered a fundamental requirement by Natural England, although it is recognised that this is unlikely to be achieved on a small or linear site. It may be that in some specific circumstances where the SANG is linked in an accessible manner to/or close to an already established SANG which can deliver the required circular walk, the walk does not have to be included. Sites should seek to meet all of the criteria listed below across a local SANG network.

3.20.8. Table 4 below presents the criteria for new SANG to offset pressures at Ashridge Commons and Woods SSSI.

Table 4: Criteria for the consideration of a site as Suitable Alternative Natural Greenspace

<b>Paths</b>	<b>A minimum circular walk of 2.3-2.5 kilometres to be provided.</b>	<b>Expected</b>

<b>Paths</b>	Where parking is provided, circular path should start and finish at that location.	Expected
<b>Paths</b>	Paths should be stable, well maintained and free draining but mostly unsurfaced.	Expected
<b>Paths</b>	Paths should be perceived as semi-natural with little intrusion of artificial structures.	Expected
<b>Paths</b>	Paths should be perceived as safe, easily identifiable and kept clear of obstructions, such as no tree and scrub cover along the walking route.	Expected
<b>Paths</b>	Information boards and/or signage at access points outlining the layout of the site and routes available to visitors.	Desirable
<b>Parking</b>	Parking, including for cyclists, on all sites larger than 4 hectares (unless the site is intended for use within 400 metres only).	Expected
<b>Parking</b>	Car parks are to be easily and safely accessible by car and to be clearly sign posted.	Expected
<b>Parking</b>	Dog owners able to take dogs from the car park to the SANG safely off the lead.	Desirable
<b>Access</b>	Access points suitably located for the intended visitors to the SANG.	Expected
<b>Access</b>	Safe access routes on foot from nearest car park and/or footpath.	Expected
<b>Access</b>	Access should be largely unrestricted within the site, with plenty of space for dogs to exercise freely and safely off the lead	Expected
<b>Access</b>	SANG should be clearly sign posted or advertised in some ways	Desirable
<b>Access</b>	Leaflets or website advertising their location to potential users	Desirable
<b>Character of space</b>	Perceived to be semi-natural, with little intrusion of artificial structures. There should be little intrusion of built structures such as dwellings, buildings, fencing (not constructed using natural materials), etc.	Expected
<b>Character of space</b>	If the site is larger than 12 hectares, a range of habitats should be present.	Expected

<b>Character of space</b>	No unnatural intrusions (e.g. odour from sewage treatment works, noise from busy roads).	Expected
<b>Character of space</b>	Naturalistic space with areas of open countryside with dense and scattered trees and shrubs.	Desirable
<b>Character of space</b>	Gentle undulating topography. Steep slopes are likely to deter visitors.	Desirable
<b>Character of space</b>	Focal point such as a viewpoint or monument within the site and accessible via walking routes.	Desirable
<b>Character of space</b>	Provision of open water.	Desirable

3.22.9. The following section provides additional guidance to support the criteria listed above.

*Paths, Roads and Tracks*

3.22.10. SANG should aim to supply a choice of routes of around 2.3 - 2.5km in length with both shorter and longer routes of at least 5km as part of the choice, where space permits.

3.22.11. Paths have to be of a width appropriate to all visitors. The Council will have regard to the Equalities Act when designing SANG. Path surfacing needs to remain semi natural.

3.22.12. Paths should be routed so that they are perceived as safe by the users, with some routes being easily identifiable and through relatively open (visible) terrain (with no trees or scrub, or well-spaced mature trees, or wide rides with vegetation back from the path), especially those routes which are 1-3 km long.

3.22.13. Routes should make use of important views and vistas where possible.

#### *Accessibility and Parking*

3.22.14. Most visitors to Ashridge Commons and Woods SSSI come by car and want the site to be fairly close to home. Unless SANG is provided for the sole use of a local population living within a 400-metre catchment around the site, then the availability of adequate car and cycle parking on SANG sites that are larger than four hectares is essential.

3.22.15. The amount and nature of parking provision should reflect the anticipated use of the site by visitors and the catchment size of the SANG. A guide to parking provision should be in the region of 1 space per hectare of SANG<sup>14</sup>. Parking should be clearly signposted, easily accessed and advertised as necessary for potential visitors. Car parking areas count as part of the SANG total area.

#### *Target groups of Visitors*

3.22.16. This should be viewed from two perspectives, the local use of a site where it is accessed on foot from the visitor's place of residence, and a wider catchment use where it is accessed by car. Most of the visitors to Ashridge Commons and Woods SSSI come by car and therefore should be considered as a pool of users from beyond the immediate vicinity of the site. All but the smallest SANG should therefore target this type of visitor.

3.22.17. It is apparent from access surveys that a significant proportion of those people who visit the site on foot, also visit alternative sites on foot and so this smaller but

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<sup>14</sup> As advised by Natural England

significant group look for local sites. In areas where large populations are close to Ashridge Commons and Woods SSSI, the provision of SANG should be attractive to visitors on foot.

#### *Buildings and other manmade infrastructure*

- 3.22.18. Little or no buildings or other manmade infrastructure is found within Ashridge Commons and Woods SSSI at present apart from the provision of some surfaced tracks, car parks and facilities close to Monument Drive. Generally, an urban influence is not what people are looking for when they visit the site and many people visit because it has a naturalness about it that would be marred by such features.
- 3.22.19. However, SANG would be expected to have adequate parking with good information about the site and the routes available. Some subtle way marking would be expected for those visitors not acquainted with the layout of the site.
- 3.22.20. Other infrastructure would not be expected other than on the largest of SANG (20ha+) where toilets and other facilities such as a café or visitor centre could be provided. Such infrastructure should generally be restricted to the vicinity of parking areas where good information and signs of welcome should be the norm, though discretely placed benches or information boards along some routes would be acceptable. Such facilities, while nice to have, do not count towards SANG areas, and their maintenance needs to be funded and managed separately from the SANG.

#### *Landscape and Vegetation*

- 3.22.21. SANG do not have to contain beech woods or chalk grasslands (i.e. protected features) to provide an effective alternative to Ashridge Commons and Woods SSSI.
- 3.22.22. SANG should seek to avoid sites of high nature conservation value (as defined in national and local policies) which are likely to be damaged by increased visitor numbers. Such damage may arise, for example, from increased disturbance, erosion, input of nutrients from dog faeces, and increased incidence of fires.

Where sites of high nature conservation value are considered as SANG, the impact on their nature conservation value should be assessed and considered alongside relevant policy in the development plan. These sites may require an ecological discount of their proposed SANG area.

3.22.23. A semi-natural looking landscape with plenty of variation is regarded as most desirable by visitors and some paths through quite enclosed woodland scored highly. There is clearly a balance to be struck between what is regarded as an exciting landscape and a safe one and so some element of choice between the two would be highly desirable. The semi-wooded and undulating nature of most of the Ashridge Commons and Woods SSSI gives it an air of relative wildness, even when there are significant numbers of visitors on site. SANG should aim to reproduce this quality.

3.22.24. Hills do not put people off visiting a site, particularly where these are associated with good views, but steep hills are not appreciated. An undulating landscape is preferred to a flat one.

3.22.25. Water features, particularly ponds and lakes, act as a focus for visitors for their visit, and are desirable . They may provide multiple benefits, including Biodiversity Net Gain (BNG) and Sustainable Drainage Systems (SuDS). Large areas of open water cannot count towards SANG capacity.

#### *Networks of SANG*

3.22.26. The use of SANG networks, including narrow linear sites and small sites of no smaller than two hectares have potential to provide effective mitigation where traditional SANG is unavailable. These SANG areas will need to be adjacent to, linked in an accessible manner to/or close to an already established SANG which can deliver the required circular walk. If effectiveness can be demonstrated of small or linear SANGs working alone, then we will assess this on a case by case basis, taking into account the site's context amongst the wider greenspace network.

3.22.27. The provision of longer routes within larger SANG is important in determining the effectiveness of the authorities' network of SANG as mitigation. The design of routes within sites will be critical to providing routes of sufficient length and attractiveness for mitigation purposes.

3.22.28. Though networks of SANG may accommodate long visitor routes and this is desirable, they should not be solely relied upon to provide long routes.

#### *Restrictions on usage*

3.22.29. A significant proportion of visitors to Ashridge Commons and Woods SSSI use the space to exercise their dogs and so it is important that SANG allow for pet owners to let dogs run freely over a significant part of the walk. Access on SANG should have unrestricted areas, with both people and their pets being able to freely roam across significant parts of the site. This means that sites where freely roaming dogs will cause a nuisance, disturb wildlife, or where they might be in danger (from traffic or such like) may not be suitable for SANG.

#### *Other factors*

3.22.30. Any assessment will need to take into account other factors, including the impact of the candidate SANG on heritage assets, transport etc.

### **3.23. Additional guidance for enhancing an existing open space to become SANG**

3.23.1. SANG may be provided by the enhancement of existing open land, including those already accessible to the public that have a low level of use and could be enhanced to attract more visitors. The extent of enhancement and the number of extra visitors to be attracted would vary and principally relates to the existing level of visitors that use each site.

3.23.2. Those sites which are enhanced only slightly would be expected to provide less of a mitigation effect than those enhanced greatly, in terms of the number of people they would divert away from Ashridge Commons and Woods SSSI. Examples include enhanced access through guaranteed long-term availability of the land, the creation or expansion of a car park or the provision of a network of paths.

3.23.3. SANG which have an appreciable but clearly low level of public use and can be substantially enhanced to greatly increase the number of visitors also count in full. The identification of these sites should arise from evidence of low current use. This could be in a variety of forms, for example:

- Experience of managing the site, which gives a clear qualitative picture that few visitors are present;
- Quantitative surveys of visitor numbers;
- Identified constraints on access, such as lack of gateways at convenient points and lack of parking;
- Lack of usable routes through the site; and
- Evidence that existing routes through the site are rarely used (paths may show little wear, be narrow and encroached on by vegetation)

### **3.24. Mitigation and Management Plans for Candidate SANGs**

3.24.1. A mitigation and management plan is required to support any SANG proposal.

This must include:

- An overview of the site, its description, location and adjoining uses;
- An understanding of its topography and existing accessibility;
- Information on the recreational routes proposed within the site, including if necessary where it links to other sites in the area;
- An evaluation of the site against the essential and desirable criteria set out earlier in this section (see Table 4);
- The proposed location of parking, points of access and the indicative routes for visitors to use on site;
- Mechanisms for funding, including plans for enhancements, management and maintenance in the short, medium and longer term, to be secured in perpetuity (80 years); and
- Approach to monitoring the site for its effective use as a SANG, to be secured in perpetuity (80 years).

### 3.25. Visitor Surveys for Candidate SANGs

3.25.1. If required, visitor surveys will determine how much capacity exists for an existing public open space<sup>15</sup> to support additional visitors in the future. This will determine the extent to which that site could support new residential development, should it be taken forward as a SANG. It is advised that a clear methodology is prepared and agreed with Natural England and the competent authority in advance of the surveys being undertaken. The following guidance is provided on what are key considerations for any such survey:

- A tally count is required for at least two weekdays and one weekend day for each candidate SANG with existing public access.
- Days do not need to be consecutive, however all tally counts should normally be undertaken in close proximity to one another (within 2-3 weeks).
- The hours of surveying should respond to the season and the amount of daylight available, taking account of other factors such as wooded areas which can generally be darker. A total of 8 hours of surveying per day is expected in summer months between 7am and 7pm. This reduces to 6 hours in winter months.
- Where possible visitor surveys are conducted on fair weather days during spring/summer to capture the busier season. Should visitor surveys be conducted out of peak season a level of precaution should be built in.
- Weather should be reasonably good for the time of year that the survey is being undertaken.
- Surveys should capture visitor access points that are generally well used.

3.25.2. When determining the capacity of an existing open space with the potential to become a SANG, the following calculation should be used.

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<sup>15</sup> Or existing greenspace which has access to the public and there is evidence of it being used

A. Total visits per annum to SANGs	B. Equivalent no. of visitors p.a	C. Estimated Area (ha)	D. Capacity to Mitigate	E. Residual Mitigation Capacity	F. Residual area of SANG capacity available	G. SANG capacity (equivalent no. of dwellings)
Average visitors a day x 365	A / 114 <sup>16</sup>	00.00ha	C/8 x 1000	D - B	E/1000 x 8	E/2.5

### 3.26. Gateway site(s)

3.26.1. A gateway site is an innovative and emerging concept with regards to avoidance and mitigation measures at Ashridge Commons and Woods SSSI. The purpose of a Gateway is similar to that of SANG, to create an attractive alternative to Ashridge that deflect users away from there, reducing recreational pressures as a result.

3.26.2. A key difference between SANG and a gateway site is that the latter needs to be on land outside of the Chilterns Beechwoods SAC but importantly well related to the existing Ashridge Estate. A gateway site should provide equivalent attractions and facilities sufficient to draw people away from more sensitive areas within Ashridge Estate that suffer the most from substantial recreational damage.

3.26.3. An example of this would be the honeypot location of Monument Drive which draws the majority of visitors from the surrounding area. If sufficient visitors were drawn to a nearby gateway site, it is likely that substantially less damage would occur.

3.26.4. A gateway site would need to demonstrate with reasonable certainty how visitors would be drawn away from the site, rather than encouraging more visitors through the provision of more facilities and attractions. With this, it is likely that further

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<sup>16</sup> The figure of 114 represents the average number of visits made per person to Ashridge Commons and Woods SSSI in a year.

interventions within the protected parts of Ashridge Estate would likely need to occur in tandem.

3.26.5. Depending on the scale and location of a gateway site, it could serve as an alternative to SANG delivery that could serve one or more of the Councils within the Zone of Influence.

3.26.6. Gateway sites are expected to be a medium-term project, which will be worked upon once SANG and SAMMS are secured. The Councils will continue to work together with the National Trust and Natural England on exploring options for gateway sites alongside the delivery of SAMMS and SANG. Further guidance may be provided on this through a future review of this strategy.

## **4. Implementation, Monitoring, Review and Governance**

### **4.1. Implementation**

4.1.1. All net new homes (or equivalent) granted planning permission from 14 March 2022 will need to contribute towards the Strategic Access Management and Monitoring (SAMMS) Projects (listed in Appendix A or as superseded) and secure or make proportionate contributions towards the delivery of Suitable Alternative Natural Greenspace (SANG).

4.1.2. The developer of each net new home (or equivalent) is required to pay the Council to which the affected development is located, a financial contribution to support the implementation of SAMMS projects in Appendix A. The Council will pass on these contributions to the National Trust for the sole purpose of implementing these or successor Strategic Access Management and Monitoring Strategy projects for the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI.

4.1.3. The approach to the delivery of suitable SANG is a matter that is being progressed separately by each Council, reflecting the different stages each authority has reached with possible SANG and their respective Local Plans. Each authority will

manage and maintain a list of SANG that have been agreed with Natural England, providing sufficient clarity on their status and capacity to accommodate additional growth as well as the catchment to which they serve.

- 4.1.4. The sums of monies will be secured via appropriate mechanisms as set out in Part B of this document and will be subject to an inflation/ index linked related clause. In addition, the costs of individual components may be reviewed as part of the annual update based on the outcomes of individual project evaluation if this identifies that there has been either an underestimation or overestimation of the costs attributed. These contributions are in addition to any CIL, Section 278, Section 106 or other requirements that may arise through reforms to the planning system.

## **4.2. Monitoring and Review**

- 4.2.1. It is important to recognise that the SAMMS costs provided in Appendix A are taken from a base year of 2022. Consequently, these costs will be updated on 1 April each year to take account of inflation. Build costs will be based on the Construction Output Price Indices published by the Office for National Statistics. Staff and consultancy costs will be based on any annual wage increase proposed by the National Trust, changes to on-costs as a result for changes in nationally set levels of employer contributions for National Insurance purposes, and BCIS All-in Tender Price Index for consultancy costs.
- 4.2.2. Monitoring of the SAMMS projects and further visitor surveys have been identified within the costings set out in Table 3. This interim Mitigation Strategy will be in place until the new Local Plan for Buckinghamshire is adopted. The interim strategy will be reviewed as part of the Council's Annual Monitoring Report. This will ensure that the strategy remains appropriate and fit for purpose to mitigate the impact of public access and disturbance threats for the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI.
- 4.2.3. Monitoring of SANG will be undertaken by each Council respectively.

### **4.3. Governance**

4.3.1. Dacorum Borough Council, Buckinghamshire Council, Central Bedfordshire Council, St. Albans City and District Council, Hertfordshire County Council and the National Trust will operate and implement governance arrangements to ensure the mitigation strategy remains relevant and is monitored, reviewed and delivered.

4.3.2. The governance arrangements will cover a range of processes including:

- the effective project management of the strategy;
- the resources required to ensure it is maintained for a minimum period of 80 years;
- timescales for implementation of avoidance and mitigation measures including SAMMS and SANG;
- future reviews of the strategy;
- the responsibilities of each party involved;
- dispute resolution; and
- any other general provisions.

4.3.3. The partner authorities and the National Trust will continue to liaise with Natural England on a regular basis to ensure the strategy remains effective and that mitigation is secured.

## Part B – Detailed Local Guidance for Buckinghamshire Council (SAMM and SANG)



### 5. Buckinghamshire Council Policy Framework

- i. This document is supported by the Buckinghamshire Council Vision 2050, the ambitions of which include ensuring residents and communities live in a unique and special Environment that respects nature and nurtures wildlife and where it is easy to feel healthy and happy.
- ii. This interim guidance covers the north, central and east planning areas affected by the 12.6km Chilterns Beechwoods Zone of Influence. (see Figure 5)

#### 5.1. How Buckinghamshire Council will secure contributions

- 5.1.1. This document sets out the process by which SAMM and SANG contributions will be collected by Buckinghamshire Council.
- 5.1.2. These contributions will be required from developments within the 12.6km Chilterns Beechwoods Zone of Influence, outside the 500m avoidance zone, as identified in 3.2.8 (Figure 5 ) of this strategy.
- 5.1.3. As set out in Part A of this document, proposals that are located within the Zone of Influence will be required to make financial contributions toward SAMMS; **and** either
  - a) deliver a bespoke local/project SANG solution in accordance with the

guidance set out in Part A of this document; **or**

- b) make a financial contribution towards a strategic SANG at a rate set out by Buckinghamshire Council.

5.1.4. These financial contributions will be required in order to mitigate unacceptable impacts on the SAC arising from the development.

5.1.5. Payment of the SAMM and SANG contributions will be secured as two separate payments to Buckinghamshire Council in the same legal agreement.

5.1.6. Reason: The two payments are for different purposes:

5.1.6.1. the SAMMS payment is to be paid to Buckinghamshire Council and this will be forwarded to Dacorum Borough Council as administrator of the funds. In turn Dacorum Borough Council will forward these funds to the National Trust to finance projects agreed by the Councils to improve the quality of the conservation features that are protected by the SAC designation (see Appendix A); and

5.1.6.2. the SANG payment will be paid to Buckinghamshire Council and then passed to the relevant body that is responsible for the establishment and maintenance of the relevant strategic SANG.

5.1.7. Note - any land provided for a local/project SANG solution will not normally be counted as a Biodiversity Net Gain solution for a scheme. There may be some circumstances where SANG and BNG can be co-located to deliver multiple benefits.

5.1.8. The Council will secure contributions for SAMMS and SANG as planning obligations via one of two legal mechanisms available:

## **5.2. Unilateral Undertaking (UU) under Section 106 (S.106)**

- 5.2.1. A UU is an obligation offered by the applicant and will be used to secure contributions in nearly all cases, except where a local/project SANG solution is to be provided, or where a bilateral S106 agreement is needed in order to secure additional mitigation in the form of a planning obligation.
- 5.2.2. Reason: A UU can be provided at the application stage, which commits to the contributions being paid prior to commencement of development. The UU gives certainty that mitigation will be provided at the appropriate time after planning permission is granted and gives the Council sufficient powers to enforce in cases of non- payment.
- 5.2.3. A UU template will be made available on the Council's website which meets the Council's requirements. Certain legal information is required when submitting a UU including up to date title entries from Land Registry. All those with an interest in the application site must enter into the UU, including mortgagees.
- 5.2.4. The UU is a legal document that will be made pursuant to Section 106 of the TCPA 1990 and will be registered as a land charge against the property.
- 5.2.5. A UU is not feasible where the applicant is proposing a local/project SANG solution. In these cases, a SAMMS tariff will still be required but it will be secured via a bilateral S. 106 Agreement which will include the obligation to pay the SAMMS tariff as well as an obligation to deliver the local/project SANG solution.
- 5.2.6. The need to prepare a UU will be a new process for many applicants to undertake. Further guidance on how the Council will apply this is set out later in this strategy.
- 5.2.7. The applicant will be responsible for paying the Council's legal costs incurred by the Council in the preparation and negotiation of the UU as well as the Council's monitoring fees for monitoring compliance of the obligations contained in the UU in line with the Council's monitoring fee schedule. These will be identified on a case-by-case basis and will be paid separately from SANG contributions, and SAMMS tariffs, rather than forming part of the

contribution or tariff. Legal Costs and the Monitoring fee are due on completion of the UU.

### **5.3. A Bilateral Section 106 Agreement (S.106)**

- 5.3.1. Mitigation will be secured via a bilateral S.106 agreement between the applicant and the Council where a local/project SANG solution is to be provided.
- 5.3.2. Reason: Larger developments are generally required to deliver additional mitigation in the form of infrastructure or payment of financial contributions in order to make the development acceptable on planning grounds. The mechanism for securing these planning obligations is via a S.106 Agreement, which must be entered into by the landowner, the Council and all those with an interest in the application site as well as any mortgagees). Given that such a legal agreement will already be progressed for such proposals, it can be extended to include the securing of necessary SAMMs contributions and the delivery of a local/project SANG solution.
- 5.3.3. A S.106 Agreement is registered as a land charge against the property in the same way as the UU.
- 5.3.4. Given that S.106 Agreements are common for larger scale developments, the process for delivering these is relatively unchanged.
- 5.3.5. The applicant will be responsible for paying the Council's legal costs incurred by the Council in the preparation and negotiation of the bilateral S. 106 as well as the Council's monitoring fees for monitoring compliance of the obligations contained in the agreement in line with the Council's monitoring fee schedule. These will be identified on a case-by-case basis and will be paid separately from SANG contributions, and SAMMS tariffs, rather than forming part of the contribution or tariff. Legal Costs and the Monitoring fee are due on completion of the bilateral S. 106 Agreement.

## 5.4. SAMMS

5.4.1. Affected proposals within Buckinghamshire will be required to make a SAMMS contribution of:

Buckinghamshire (north and central)      £566.23 per unit.

Buckinghamshire (east)      £87.03 per unit

5.4.2. Units for use as Houses of Multiple Occupancy (HMOs), of up to and including 6 bedrooms, will be charged the standard SAMMS tariff. HMOs of over 6 bedrooms will be charged the standard tariff plus 1/6<sup>th</sup> of the standard rate for every bedroom over the 6-bedroom threshold. For example, a 9-bedroom HMO in the north and central planning areas would be charged £566.23, which is derived from one standard SAMMS tariff plus an additional 1/6<sup>th</sup> of the standard tariff, (£566.23/6) £94.37 for each room over the threshold. Thereby for the 9 bedrooms : £566.23 + (3 x £94.37) = a charge of £849.34

5.4.3. As indicated in Part A of this document at paragraph 4.2.1, SAMMS contributions are currently based on November 2022 costs and will be subject to increase.

Consequently, these costs will be updated on 1 April each year to take account of inflation. These figures will also be reviewed periodically in line with the monitoring of number of dwellings within the ZOI, the most up to date occupancy rate and any new visitor survey information.

5.4.4. The payment for SAMMS contributions for proposals will be paid prior to the commencement of development.

5.4.5. The developer will be obliged to notify the relevant Case Officer, in writing, of the commencement of development 28 days prior to commencement. The SAMMS contribution will then be confirmed and invoiced by the Council.

5.4.6. Should an application be altered in a way that increases the number of units for the proposal, an adjustment in the SAMMS contribution will be calculated and a new UU or deed of variation to a S.106 Agreement will be required.

5.4.7. Breaches of the negotiated schedule, as agreed by the UU/ bilateral S.106, will potentially be subject to legal action by the Council.

## **5.5. Suitable Alternative Natural Greenspace (SANG)**

- 5.5.1. Should a qualifying development be unable to provide a local/ project SANG, contributions towards a strategic SANG will normally be required prior to the commencement of development. The developer may enter into a phased payment schedule on larger scaled developments, secured through a UU or a bilateral S.106 Agreement, to be considered on a case-by-case basis. The complete schedule of trigger points is subject to negotiation and must be completed before the approval of the scheme.
- 5.5.2. Reason: Collecting contributions in this way gives certainty that mitigation will be provided at the appropriate time after planning permission is granted.
- 5.5.3. The tariff payable for a developer's contribution to a strategic SANG will be calculated per unit and is derived from the cost of delivering the SANG and projected management and maintenance costs of that SANG; 80 years in perpetuity.
- 5.5.4. The relevant SANG tariffs will be published on the Council's website. The tariff is applicable to gypsy and traveller pitches and travelling show people plots.
- 5.5.5. Where an application is outline and dwelling numbers are unknown, the UU or S.106 agreement will oblige the developer to meet the tariff rates set out in this document, and final calculations will be made once the dwelling numbers are agreed.
- 5.5.6. The developer is expected to cover the legal costs incurred by the Council in the preparation and negotiation of the bilateral S. 106 or UU as well as the Council's monitoring fees for monitoring compliance of the obligations contained in the S. 106 or UU in line with the Council's monitoring fee schedule. These will be identified on a case-by-case basis and will be paid separately from SANG contributions, and SAMMS tariffs, rather than being forming part of the contribution or tariff. Legal Costs and the Monitoring fee are due on completion of the UU or S. 106.

- 5.5.7. As with SAMMS tariff calculations, SANG contributions will be index linked in line with Council's indexation policy, following the BCIS All-in Tender Price Index.

## **6. Allocations Process**

- 6.1. As the capacity of Council-led Strategic SANG is finite and further SANG solutions cannot be guaranteed, the Council proposes to manage SANG capacity through an Allocations Priority Protocol. The following information details how the Council will approach allocating capacity provided by its own SANG sites.
- 6.2. The purpose of the protocol is to ensure that, where possible, the Council provides a SANG solution to those developments where it is not possible for this to be provided by the developer, to allow the Council to ensure a continual and predictable supply of new homes across the Authority and to avoid the Council needing to impose future restrictions on new housing development.
- 6.3. Large sites will be expected to provide their own SANG solution and to discuss this with the Council and Natural England as early as possible. Some sites may be able to provide both mitigation for their own development and other nearby developments and therefore act as a strategic SANG.
- 6.4. Smaller individual SANGs can represent a significantly less effective mitigation measure. Therefore, proposed local / project SANGs that are less than 2ha in scale will not be considered acceptable. This means developments of 100 homes or more may be able to be allocated to a strategic SANG (if capacity is available) or should deliver a local / project SANG larger than 2 ha. Local / project SANGs would also have to meet the requirements laid out in 3.22 of Part A of this document, and requirements as discussed and agreed with the Council and Natural England.
- 6.5. Schemes that require the allocation of strategic SANG credits will be required to apply for this allocation prior to submitting an application. This will allow the Council to identify the SANG to which the development will make a contribution, and which SANG to deduct capacity credits from if agreed.

- 6.6. As with the collection of the SAMM tariff, breaches of the negotiated schedule, as agreed via UU/ bilateral S.106, will potentially be subject to legal action by the Council to compel compliance.
- 6.7. Strategic SANG for un-allocated sites or those that do not currently have planning permission, will only be allocated to developments once sites are confirmed to be Policy Compliant at the point the Section 106 is completed.
- 6.8. Capacity at Strategic SANGs should not be assumed to be available to all applications that are screened in by the Habitats Regulations Assessment (Stage 1) and subject to Appropriate Assessment (Stage 2). Applications may be refused, while some approved schemes may never be delivered, therefore it is important that the capacity of the Strategic SANG is allocated in a manner that ensures the effective delivery of mitigation.
- 6.9. For this reason, **Strategic SANG capacity will not be allocated** to affected proposals in the following circumstances:
- 6.9.1. **Permission is refused:** Development that is refused permission will not be allocated any Strategic SANG capacity. This may include inappropriate Development in the Greenbelt or Chilterns AONB.
- 6.9.2. **Appeals:** Subsequent to an application for permission being refused, it should not be assumed that the Council will reserve any Strategic SANG capacity for proposals that are appealed and any exception to this will be on a case-by-case basis.
- 6.10. In such instances, the applicant will be expected to seek an alternative form of SANG capacity or deliver its own bespoke local/project SANG solution.
- 6.11. If an appeal is then minded to be allowed, the scheme would fall into the first priority in terms of the SANG Allocations Priority Protocol (see below) and SANG capacity can be allocated accordingly. The mitigation would need to be secured first before planning permission is granted.

## **7. When Strategic SANG capacity will be prioritised**

- 7.1. While the Council will do all that it can to make the capacity of its Strategic SANGs available to developments, there is currently a limited capacity. Further SANG sites will be sought, but these require agreement from Natural England and so there is no certainty as to when they might come forward. In addition, to avoid the Council needing to impose restrictions in the future, the Council will retain a minimum 10% of existing capacity to allow developments of 9 or less homes to progress.
- 7.2. As such, the Council needs to ensure that its SANG capacity is made available to those developments that are best placed to deliver the spatial strategy and policy priorities for the Authority. Accordingly, a Strategic SANG Allocations Priority Protocol has been developed. The list below presents the order that specific schemes will be prioritised<sup>2</sup>:
- a) Existing sites with planning permission;
  - b) Developments of up to 9 dwellings or equivalent within the 12.6km zone (outside the 500 avoidance zone);
  - c) Allocations from the Development Plan where these are located within the catchment of a Strategic SANG that has sufficient capacity;
  - d) Allocations from emerging neighbourhood plans where these have been through the examination process and are at referendum stage;
  - e) 100% Affordable Housing sites;
  - f) Rural Exception Sites;
  - g) Windfall sites/any other site in excess of 9 dwellings or equivalent, provided they are located within the catchment of a Strategic SANG that has sufficient capacity; and
  - h) Permitted developments considered through the prior approval process where a regulation 77 application is being made.

- 7.3. To ensure that the Council's supply of SANG is used effectively, the Council will require schemes to be delivered in a timely manner. Any development that falls behind in delivery may have remaining SANG capacity removed as set out within the UU/ bilateral S.106 Agreement.
- 7.4. **Notwithstanding the guidance set out above, Buckinghamshire Council has absolute discretion in how it allocates its Strategic SANG capacity to future developments. The Council also reserves the right to amend the Allocations Protocol as appropriate to reflect changing circumstances.** It is therefore crucial that prospective developers engage with the Council at an early stage (ideally through pre-app or PPA) to reserve capacity.
- 7.5. Where proposals do not form part of the priority list set out above, the Council will expect such schemes to deliver their own bespoke SANG or alternatively a solution to securing SANG elsewhere, which will need to be agreed with the Council and Natural England. Site promoters will be required to inform the Council of such discussions with Natural England and any resulting agreement(s) with Natural England regarding the suitability and deliverability of the local / project SANG. Once the Council is content that the bespoke SANG can be brought forward, officers will secure its delivery via a bilateral S. 106 Agreement. The S. 106 will need to be entered into by the Council the applicant and the relevant owner of land comprising the local/ project SANG.

## **8. Early Warning System for Strategic SANG Capacity**

- 8.1. The Council will monitor the progress of SANG delivery on an ongoing basis. A report will be produced on delivery, take-up, and capacity of SANG sites. This report will be made available via the council's website.
- a) Applications will be monitored regularly against the capacity of Strategic SANG and an early-warning system where capacity issues arise or changes are expected to come into effect will be made available to applicants on the Council's website.

- b) The early-warning system will make clear if the capacity of Strategic SANG is becoming limited.

## **9. Planning Application Process for Qualifying Development – Expectations of Applicants**

- 9.1. Applicants will need to familiarise themselves with additional processes in order for their application to be progressed in a timely manner. This section presents a short overview of what to expect.

### **In advance of submitting a Planning Application**

- 9.2. There are a number of factors that an applicant needs to consider before submitting an application:

### **How will I mitigate the development that I want to bring forward?**

- 9.2.1. An applicant must contribute towards SAMM at the rate put forward by the Council;  
**AND** an applicant must either, in accordance with the Allocation Priority Protocol:
  - 9.2.1.1.1. contribute towards a Strategic SANG, where the Council has agreed to allocate capacity to that development **OR**
  - 9.2.1.1.2. if outside of a Strategic SANG catchment, deliver a bespoke SANG solution on site or if not possible, off site on land delivered by the same developer– for this, the applicant should first speak to the Council and Natural England through their pre-application advice processes about the bespoke SANG solution, to ensure it meets the relevant criteria (and subsequently inform the Council of the solution).
- 9.2.2. If the applicant is unwilling to commit to the payment, then the Council cannot be satisfied that the development will be appropriately mitigated and cannot grant planning permission.

### **How can I secure Strategic SANG that is identified by the Council?**

- 9.3. If SANG is not provided on site or off-site by a developer, the most appropriate method for reserving Strategic SANG capacity is to apply directly to the Council for this

as part of the application process. To facilitate this, developers are encouraged to have discussions with the Council in advance of a planning application being submitted, ideally alongside a formal pre-application or PPA process. Existing planning applications not yet determined will be considered in line with the SANG Allocations Priority Protocol.

9.4. An administration fee will apply to cover the cost of officer time as part of this SANG Allocations Priority process. This process can guarantee capacity for the applicant for a three-month period following an application being submitted (or other agreed timescale). If permission is granted, then the capacity will be reserved as follows:

- for developments of 50 units and more – so far as the agreed delivery timescales are met (see 10.3);
- for developments of less than 50 units – for three years from the date of the permission granted.

9.5. As noted at 7.3 above, any development that falls behind in delivery may have remaining SANG capacity credits removed as set out within the UU/S.106 Agreement. Factors to be considered will vary on a case-by-case basis.

9.6. The Council may contact the applicant for a progress update or undertake a site visit to determine the status of the site, at any time, but in particular when it appears that delivery timescales are not being met.

9.7. Notwithstanding the points above, if there is no reasonable prospect that the contributions will be secured, and the development lawfully commencing before the expiry of the planning permission, the Council may withdraw the reserved capacity. This would enable capacity to be used for other schemes that would benefit from it, particularly if overall capacity is limited. In such circumstances the applicant/landowner will be notified in advance of this decision being made. Provided there is sufficient capacity available, the applicant can still make the necessary contributions ahead of commencement of development.

- 9.8. If an applicant wishes to progress with an application and does not reserve any SANG capacity with the Council in advance, then regard should be given to the allocations protocol set out in Section 10 above and also to the early warning system. In such circumstances, the Council cannot guarantee capacity to the applicant, although will endeavour to do so if appropriate.

## **10. How is mitigation secured?**

- 10.1. As set out in section 6 above, in order to have certainty that mitigation can be delivered, contributions are secured through either a UU or a bilateral S.106 agreement. These are legally binding documents that tie the landowner of the site to deliver the contributions. They are also legally enforceable if payment is not made prior to commencement of development.
- 10.2. In order to progress a UU or bilateral S.106 agreement in a timely manner alongside the application, legal costs and the Council's monitoring fee will need to be secured early in the process (i.e. upon completion of the UU/ S. 106).

## **11. After submitting the planning application / Application is under consideration**

- 11.1. If the applicant/landowner has completed the UU and submitted this as part of the planning application, then this will be processed by the Council to ensure the correct information is provided. The Council will contact the applicant/landowner or their agent if any of the information submitted is not correct or does not align with the details of the planning application.
- 11.2. If the applicant/landowner does not submit a UU, then the applicant will be requested early in the process to complete one and submit it to the Council.
- 11.3. If a bilateral S.106 is being used as a result of bespoke on-site SANG being delivered or multiple mitigations, then this will be progressed as normal in tandem with the application.

- 11.4. So long as the details set out in either of the two legal agreements are correct, then the application can be progressed to the point of determination.

## **12. Case officer is minded to make a recommendation to approve or refuse the application**

- 12.1. If the case officer is minded to recommend approving the application, then the legal agreement will need to be completed before the planning decision is issued. This will be uploaded onto the planning portal. There is nothing further required from the applicant at this stage.
- 12.2. If the case officer recommends refusing the application and a decision is subsequently issued, then the legal agreement will not be progressed any further. Where the applicant has requested capacity from the Council's Strategic SANG as part of the application, it will no longer have access to that capacity on refusal of the application.
- 12.3. Where an application is taken to a Planning Committee for decision, the legal agreement will be progressed after the Committee come to their view on whether to approve or refuse the scheme.

## **13. Subsequent applications linked to the original planning permission**

- 13.1. Where a legal agreement has been completed and the original application is approved, then any subsequent and related applications such as the discharge of conditions or reserved matters should be progressed as normal.
- 13.2. The only exception to this is where a material change is proposed, for example, a change in the total number of residential units.

## **14. Development is about to commence on site**

- 14.1. The legal agreements will require contributions to be made ahead of the

commencement of developments unless it is a larger phased development where phased payments are agreed with the Council.

- 14.2. The onus is on the applicant to notify the Council that development is about to commence. At this stage, the applicant will be requested to pay the required SAMMS and where necessary, strategic SANG contributions, by means of an invoice which explains how the payment can be made.

## **15. Development of the site is delayed**

- 15.1. The legal agreement remains active for as long as the planning permission exists. The planning permission will no longer exist if it expires, is varied through a subsequent application or is quashed following a successful legal challenge. As mentioned earlier, the Council will actively monitor applications that contribute towards Strategic SANG. Where a development is phased and payments are outstanding, in exceptional circumstances the Council may revoke this capacity where there is evidence that deliverability of the scheme is an issue.
- 15.2. If a significant delay is expected or occurs, it is recommended that the applicant contacts the Council to update them on the delay and to provide an estimated time for when development will likely commence on site. This enables the Council to better monitor delivery of Strategic SANG and ensure that there remains an active interest in bringing the site forward.

## **16. Development has commenced but no SAMMS contributions have been made**

- 16.1. If the applicant fails to notify the Council that development has commenced, then they must do so as soon as is reasonably practical.
- 16.2. The Council will be actively monitoring the delivery of planning permissions. The Council may undertake additional site visits as necessary.
- 16.3. Where the Council has not been informed that development has commenced and contributions have not been paid, then the Council will consider the need for

enforcement action.

## **17. First Occupation has occurred but no SANG contributions have been made**

- 17.1. If the applicant fails to notify the Council that first occupation has occurred, or occupation in line with the agreed phased payment schedule, then they must do so as soon as is reasonably practical.
- 17.2. The Council will be actively monitoring the delivery of planning permissions and may undertake additional site visits as necessary.
- 17.3. Where the Council has not been informed that occupation has occurred and contributions have not been secured, then the Council will seek to bring forward enforcement action.

## **18. A planning permission expires**

- 18.1. In such instances where no contributions have been secured and the planning permission expires, the existing legal agreement will no longer be effective. This clause will be set out within the legal agreement itself.

## **19. Permitted Development**

- 19.1. As outlined in section 3.10 of Part A 'Applications for Prior Approval/Permitted Development', that deliver an increase to the number of habitable units on a site, or equivalent, are not exempt from SAMMS and SANG contributions.
- 19.2. Sections 75 – 77 of the Habitats Regulations (2017) apply to development covered by the General Permitted Development Order (as amended). This means that permitted development must still meet the requirements of the Habitats Regulations. Where it is considered that a 'likely significant effect' on the Chilterns Beechwoods SAC may arise, an appropriate assessment must be carried out to determine if an adverse effect on the integrity of the Chilterns Beechwoods SAC would result. The development must not

commence until written approval has been received by the developer/applicant from the Local Planning Authority, confirming that there will be no adverse effect. Where the appropriate assessment concludes that the permitted development would have an adverse effect **and** mitigation is required, then a developer will be required to contribute to the SAMM Strategy and SANG in order to mitigate the impact of the development (same as for a qualifying planning application ) If the applicant fails to provide a unilateral undertaking to secure suitable SANG mitigation and SAMMS payment that addresses adverse effects, prior approval will not be granted, and the developer cannot rely on the permitted development right. See part A section 3.10.

- 19.3. In matters of Permitted Development, it is important to note that prior approvals will be subject to the same tariff system as new development requiring full planning permission. This includes where more than one habitable unit may be created in a single building, i.e. where a Change of Use creates 4 new habitable units, it will be subject to 4 SAMMS unit contributions and equivalent SANG contributions.

## Appendix A. Glossary and Abbreviations

**500 metre Avoidance Zone.** A 500 metre 'Avoidance Zone' is established for residential development around Ashridge Commons and Woods SSSI. Within the zone there is a presumption against development, i.e. ensuring no increase in the number of dwellings there.

**Competent Authority.** It is the legal responsibility of each Local Planning Authority to ensure that any plans or projects do not undermine the integrity of a protected site such as the Chilterns Beechwoods SAC. The Local Planning Authority can sometimes be referred to as the 'Competent Authority'. In the situation where a planning application is subject to an appeal, the Competent Authority then becomes the Planning Inspectorate, acting on behalf of the Secretary of State.

**DTA Handbook– David Tyldesley Associates Handbook.** The handbook is used by Natural England, the Government's statutory nature conservation organisation and is widely considered to be an appropriate basis for the Habitats Regulations Assessment of plans and projects.

**HRA / Habitats Regulations Assessment.** This refers to the several distinct stages of Assessment which must be undertaken in accordance with the [Conservation of Habitats and Species Regulations 2017 \(as amended\)](#) and the Conservation of Offshore Marine Habitats and Species Regulations 2017 (as amended) to determine if a plan or project may affect the protected features of a habitats site before deciding whether to undertake, permit or authorise it. European Sites and European Offshore Marine Sites identified under these regulations are referred to as 'habitats sites' in the [National Planning Policy Framework](#).

**NPPF / National Planning Policy Framework.** The NPPF sets out government's planning policies for England and how these are expected to be applied.

**PPG – Planning Practice Guidance.** This is a website where guidance is provided from Government on a wide range of planning matters. [Planning Practice Guidance](#)

**Qualifying Development –** Applications that are screened in at Stage 1 of the Habitats Regulations Assessment and must be subject to appropriate assessment (Stage 2).

**SAC / Special Area of Conservation.** Such designations exist because of a possible threat to the special habitats or species which they contain and to provide increased protection to a variety of animals, plants and habitats of importance to biodiversity both on a national and international scale.

**SAMMS / Strategic Access Management and Monitoring Strategy** A SAMMS provides a strategy to mitigate the potential in-combination impacts of new housing and other qualifying development in the vicinity of the Chilterns Beechwoods SAC. The mitigation and avoidance measures included in SAMMS related directly to the protected site which in this instance is Ashridge Commons and Woods SSSI.

**SANG / Suitable Alternative Natural Greenspace.** This is the name given to the green space that is of a quality and type suitable to be used as mitigation with the purpose of deflecting visitors away in part or wholly from the protected site.

**SEA / Strategic Environmental Assessment.** Strategic environmental assessment is a

systematic decision support process, aiming to ensure that environmental and possibly other sustainability aspects are considered effectively in policy, plan and program making.

**SSSI / Site of Special Scientific Interest.** This is a formal conservation designation. Usually, it describes an area that's of particular interest to science due to the rare species of fauna or flora it contains – or even important geological or physiological features that may lie in its boundaries.

**UU / Unilateral Undertaking.** A Unilateral Undertaking is a simplified version of a planning agreement, which is relatively quick and straightforward to complete, and is entered into by the landowner and any other party with a legal interest in the development site.

**ZoI / 12.6 kilometre Zone of Influence.** A Zone of Influence extending from 500 metres from the edge of the Ashridge Commons and Woods SSSI to 12.6 kilometres from the edge of the same SSSI. Within this zone, new growth will likely result in an increase in visitors and use of those sites. This results in increasing recreational disturbance and adversely affect the species and habitats of the protected

## Appendix B: SAMMS Projects and Costs table

These costs are those agreed in the Statement of Common Ground between the relevant competent authorities (November 2022). Costs may be subject to review as outlined earlier in the strategy. Any uplift due to indexation<sup>17</sup> will be added to these.

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Veteran trees	Root protection barriers and protective mulching	<b>Interventions around particular trees to resolve &amp; prevent issues from trampling damage.</b> Informed by monitoring results.	£40,000	£2,500	80	£240,000	Medium
*Veteran trees	Selective tree felling along rides	Tree felling to create space for <b>path diversions around root protection zones</b> and to create space for visitors to move and for protection barriers/root protection measures	£8,000	£2,000	20	£48,000	Medium

<sup>17</sup> BCIS All-in Tender Price Index

*Veteran trees	[Next generation] veteran and notable tree root protection barriers and protective mulching	<b>Works on next generation of veterans</b> to ensure protection of root impact zones from trampling. To include root protection barriers and mulching.		£2,500	80	£200,000	#N/A
*Rides and path mitigation	Ride widening (Targeted as agreed with NE)	Targeted work at selected rides/sections of rides to make them <b>more resilient by widening them to enable increased light levels and more wind to reach and dry the ground.</b> One-off piece of work which will not need repeating, but scope for work to be spread across more than 1 year.	£20,000		1	£20,000	#N/A

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Rides and path mitigation	Establishment of thick rideside vegetation	<b>Annual phased management of vegetation, to promote the establishment of scrub species along ride edges by planting and/or temporary barriers to protect vegetation from trampling.</b> Also includes chestnut pale fencing and dead hedging.		£7,500	80	£600,000	#N/A
*Rides and path mitigation	Soil decompaction	Equipment purchase to enable NT Staff to carryout aeration process over time, supporting faster recovery of soil compaction and mitigating against further compaction as a result of visitor numbers to the estate going forwards.	20000	2,000	80	£180,000	Medium
*Rides and path mitigation	Track/path surfacing and maintenance.	Budget to support the sustainable management of visitors to the SAC. Initial funding to enable a pulse of repair work and surfacing, to improve resilience / protection of the SAC, including cost for additional repair and maintenance work to tracks, as	£880,000	£10,000	80	£1,680,000	#N/A

		appropriate within the landscape and where agreed with NE and other parties.					
*Access management infrastructure	Temporary (seasonal) ride closures, and signs / hurdles etc	Temporary ride closures using hurdles and signs etc. Includes fencing either side of temporary gates. Undertaken as necessary, informed by spatial plan and monitoring data. Where common land, options are limited but still potential for signs asking people not to use particular routes or paths.	£20,000	£2,000	80	£180,000	Medium

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Access management	Access interpretation, signage and waymarking, inc. electronic interpretation	New access interpretation materials informed by spatial plan with aim of informing, influencing and guiding visitors around the estate.	£150,000	£6,000	80	£630,000	Medium
*Access management infrastructure	Temporary signage	A frames or other temporary signs to provide further means of communication with visitors to inform and guide to or from parts of the estate that may be sensitive at points throughout the year.	£2,000	£200	80	£18,000	Medium
*Communications (Infrastructure and Parking)	Active visitor guidance to indicate which locations / car parks are available. Mitigating against	Live management of parking spaces – e.g. electronic signs or apps to give visitors live warning that parking was at capacity at particular locations	£25,000	£500	80	£65,000	#N/A

	parking abuse & unwanted verge- side parking						
*Access management infrastructure	Provision of cycling infrastructure*	Provision of secure bike parking, dedicated signs for identified routes. Other minor infrastructure to direct cyclists and encourage more sustainable travel options (£15,000 estimated).	£15,000	£500	80	£55,000	Medium
*Access management infrastructure	Provision of dog waste bins (and litter bins)	8 additional dog waste bins and budget for emptying and replacement on 10 year basis	£4,800	£3,680	80	£299,200	Medium

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Staff (National Trust)	Delivery Officer x 1	Post to oversee implementation of measures, project manage elements, monitor budgets and reporting.		£50,200	80	£4,016,000	Short
*Staff (National Trust)	Ranger posts	2 Permanent Staff roles to provide engagement & 'in person' communication, awareness raising, face-face contact and work with delivery officer to implement projects on the ground		£81,500	80	£6,520,000	Medium
*Staff (Local Planning Authorities)	Shared SAC Officer	1 Permanent Staff role to support the timely collection and monitoring of SAMMS contributions for the partner authorities. Role will liaise directly with the National Trust to ensure measures are being delivered alongside growth, will produce regular reports for the authorities and any other responsibilities as agreed with the partners.		£47,660	15	£714,900	Short

*Visitor infrastructure and parking	Protection of roadside verges and control of unauthorised parking	Range of options possible to restrict verge parking. Options include dragon's teeth, banks, verge-side posts, legal options (e.g. double red lines on all through roads, boundary to boundary of the Estate)	£50,000	£2,500	80	£250,000	Medium
*Monitoring	Visitor counts	Automated visitor and vehicle counts to provide standardised data on visitor levels and use	£10,000	£10,400	20	£218,000	Medium
*Monitoring	Visitor interviews	Face-face visitor interviews to gather data on home postcodes, behaviour and general awareness (e.g. interaction with rangers)		£15,000	16	£240,000	Medium

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Monitoring	Ecological impact surveys	Targeted ecological work to provide data on condition of rides, recreation impacts etc. Carefully designed to feed into adaptive management.		£3,750	80	£300,000	Medium
*Monitoring	Veteran trees, health, condition and checks	Specialist monitoring of veteran trees, to check for root exposure, compaction, and compaction- related decline, further halo thinning or other interventions required in response to changing recreational impacts on veteran trees in close proximity to key areas, paths and trails throughout the SAC. This survey is in addition to the existing approach which incorporates all veteran and notable trees across the estate, creating management guidance for conservation care.		£1,000	80	£80,000	Medium
*Spatial Plan	Production of prioritised spatial plan to	Work by Delivery Officer with consultant support to develop a strategy which will cover spatial elements of mitigation, plus	£20,000	£2,000	20	£60,000	Short

	guide monitoring and adaptive management	communication and monitoring to ensure prioritised approach with phased elements and adaptive measures.					
<b>Total excluding contingency</b>						<b>£16,614,100</b>	
<b>10% contingency</b>						<b>£1,661,410</b>	
<b>Total including contingency<sup>18</sup></b>						<b>£18,275,510</b>	

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<sup>18</sup> This covers legal fees / admin fees relating to the collaboration agreement.

## Appendix C: Planned Housing Growth within the 12.6km Zone of Influence

Figures as set out in the Statement of Common Ground (November 2022) – subject to review.

Council (Administrative Area)	Total Number of Planned Homes
Dacorum Borough Council	10,308
Central Bedfordshire Council	8,913
Buckinghamshire Council (North and Central)	12,359
Buckinghamshire Council (East)	213
St. Albans City and District Council	256
<b>Total</b>	<b>32,049</b>

## **Appendix D – Collaboration Agreement**

DATED \_\_\_\_/\_\_\_\_/2024

**Buckinghamshire Council**

**and**

**Central Bedfordshire Council**

**and**

**Dacorum Borough Council**

**and**

**St Albans City and District Council**

**and**

**The National Trust for Places of Historic Interest or Natural Beauty**

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**Chilterns Beechwoods Special Area of Conservation (SAC)**

**Strategic Mitigation Collaboration Agreement**

**for Ashridge Commons and Woods Site of Special Scientific Interest**

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## Contents

1. DEFINITIONS .....	4
2. PURPOSE OF THE AGREEMENT .....	11
3. COMMENCEMENT AND DURATION .....	11
4. GOVERNANCE AND ROLES.....	12
5. OVERRIDING CONDITIONS.....	13
6. IMPLEMENTATION OF THE PROJECT DELIVERABLES.....	13
7. THE ROLE OF THE PARTNERS.....	13
8. THE ROLE OF THE DELIVERY BODY .....	14
9. OTHER FINANCIAL CONSIDERATIONS.....	14
10. MONITORING AND REVIEW .....	15
11. RESPONSIBILITIES OF THE PARTIES.....	16
12. ADDITION AND REMOVAL/WITHDRAWAL OF PARTIES TO THE PARTNERSHIP .....	17
13. DATA MANAGEMENT .....	19
14. CONFIDENTIALITY .....	20
15. TERMINATION .....	21
16. GOVERNING LAW AND DISPUTE RESOLUTION.....	21
17. GENERAL PROVISIONS.....	23
SCHEDULE 1: Ashridge Commons and Woods SSSI .....	27
SCHEDULE 2: Chilterns Beechwoods SAC and constituent SSSIs (Ashridge Commons and Woods SSSI and Tring Woodlands SSSI).....	28
SCHEDULE 3: Beechwoods SAC 500m Avoidance Zone.....	29
SCHEDULE 4: Beechwoods SAC 12.6km Zone of Influence.....	30
SCHEDULE 5: Project Deliverables .....	31
SCHEDULE 6: Apportionment of SAMM Contributions .....	39
SCHEDULE 7: Delivery Body.....	41
SCHEDULE 8: Partnership Steering Group Terms of Reference.....	44
SCHEDULE 9: Ownership of the Chilterns Beechwoods SAC .....	47

This agreement is made the day of \_\_\_\_/\_\_\_\_/2024 between:

1. **Buckinghamshire Council (as Partner to the Agreement) of**  
The Council Offices, Walton Street, Aylesbury, HP20 1UA; and
2. **Central Bedfordshire Council (as Partner to the Agreement) of**  
Priory House, Monks Walk, Chicksands, Shefford, Bedfordshire, SG17 5TQ; and
3. **Dacorum Borough Council (as Partner to the Agreement) of**  
The Forum, Marlowes, Hemel Hempstead. Hertfordshire. HP1 1DN; and
4. **St Albans City and District Council (as Partner to the Agreement) of**  
Civic Centre, St Peter's Street, St Albans, Hertfordshire, AL1 3JE; and
5. **The National Trust for Places of Historic Interest or Natural Beauty (as Delivery Body only) of**  
Heelis, Kemble Drive, Swindon, SN2 2NA

## RECITALS

- (A) This Agreement (hereinafter referred to as the “Collaboration Agreement”) relates to Ashridge Commons and Woods Site of Special Scientific Interest (SSSI) as shown in the plan at Schedule 1, which forms part of a larger area known as Chilterns Beechwoods Special Area of Conservation (SAC) as shown in the plans at Schedule 2 and at Schedule 9.
- (B) The Parties to this Collaboration Agreement are all Local Authorities who have joined together to continue certain activities as a partnership for the purposes set out in this Collaboration Agreement, save for the National Trust, which joins in this Collaboration Agreement in its capacity as Conservator of Chilterns Beechwoods SAC and as Delivery Body pursuant to this Collaboration Agreement.
- (C) Dacorum Borough Council; Buckinghamshire Council; Central Bedfordshire Council; and St. Albans City and District Council (“the Partners”) have developed strategies to mitigate the adverse effects on Ashridge Commons and Woods SSSI in accordance with the agreed Statement of Common Ground.
- (D) The National Trust has identified a list of projects and interventions for Strategic Access Management and Monitoring (SAMM) to avoid adverse public access and disturbance impacts from development on the integrity of the Chilterns Beechwoods SAC at Ashridge Commons and Woods SSSI, attached to this Collaboration Agreement at Schedule 5: Project Deliverables
- (E) The Partners have agreed that the effective delivery of SAMM can only be achieved through a shared resource that will appropriately administer and monitor the contributions from the Partners to the National Trust.
- (F) The Partners have agreed the overall cost of SAMM and working with Natural England have determined the most appropriate approach to apportion the cost of SAMMS to each Partner’s administrative area, as set out in the tables attached to this Collaboration Agreement at Schedule 6: Apportionment of SAMM Contributions.
- (G) The Parties wish to co-operate in order to secure and administer contributions from the Partners to the National Trust and secure delivery of the Project Deliverables.
- (H) This Collaboration Agreement sets out the relationship between the Parties, governance and financial arrangements, and the organisation of work to deliver the Project Deliverables.

## IT IS HEREBY AGREED AS FOLLOWS:-

### 1. DEFINITIONS

- 1.1. In this Collaboration Agreement, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
“Ashridge Commons and Woods SSSI”	the component part of the Chilterns Beechwoods SAC as shown in the plan at Schedule 1
“Avoidance Zone”	a 500 metre zone around the boundary of the Chilterns Beechwoods SAC, that lies within the Zone of Influence (as shown on the map at Schedule 3), in relation to which a presumption against development resulting in an increase in net new dwellings applies
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in England
“Chilterns Beechwoods SAC”	a statutory designated grouping of sites protected under the Conservation of Habitats and Species Regulations 2017 as shown in Schedule 2.  For the purposes of the delivery of SAMM under this Collaboration Agreement references to the Chilterns Beechwoods SAC refer only to the Ashridge Commons and Woods SSSI component part
“Collaboration Agreement”	this agreement
“Commencement Date”	the date of this Collaboration Agreement

“Confidential Information”

all information that is marked as Confidential and that is disclosed by one Party to any of the others for the purpose of the Collaboration Agreement, including, without prejudice to the generality of the foregoing, any ideas; finance; financial, marketing, development or manpower plans; computer systems and software; products or services, including but not limited to know-how and information concerning relationships with other parties and all records, reports, documents, papers and other materials whatsoever originated pursuant to this Collaboration Agreement

“Contingency Sum”

10% of the cost of each of the Project Deliverables as set out in the table appended to this Collaboration Agreement at Schedule 5 titled Project Deliverables, or such replacement table as is agreed by the Partners, which is to be collected by the Partners through the SAMM Contributions paid by developers and used for the purposes of SAMM delivery

“Data Controllers Agreement”

a contract between a data controller and a data processor as required under REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the

	<p>protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation)</p>
“Data Processing Agreement”	<p>a contract between one data processor and another data processor as required under REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation)</p>
“Delivery Body”	<p>the National Trust, being the body appointed by the Partners to deliver the Project Deliverables</p>
“Financial Year”	<p>means the period commencing from and including April 1 of any given year to and including March 31 of the succeeding year.</p>
“Lead Competent Authority”	<p>Dacorum Borough Council</p>
“Local Planning Authority” or “LPA”	<p>the local authority whose duty it is to determine planning applications for the relevant area.</p>
“Monitoring Information”	<p>a. Planning applications submitted but</p>

not yet determined in the preceding 6 (six) months that necessitate a SAMM Contribution (including the planning application reference)

b. Planning applications determined in the preceding 6 (six) months including

i) amount of SAMM Contribution required as part of the determination,

ii) trigger for payment of the SAMM Contribution, and

iii) time period for commencement (if not 3 (three) years)

c. SAMM Contributions received in the preceding 6 (six) months

d. SAMM Contributions expected to be received in the next six months and next 12 (twelve) months

e. Cumulative total of SAMM Contributions received by the relevant partner during that calendar year.

“Nominated Representative”

a member of staff/or other representative appointed by a Partner to attend the Partnership Steering Group meetings

“Parties”	the local authority signatories to this Collaboration Agreement as a member of the Partnership and the National Trust as the Delivery Body (and shall include any successor to any party’s statutory functions)
“Partner”	a local authority member of the Partnership
“Partnership”	the Partners collectively, including any Partner that joins the Partnership pursuant to [Clause 12] of this Collaboration Agreement
“Partnership Steering Group”	the group comprised of representatives of the Partners (and such technical experts as the Partners may appoint) whose Terms of Reference are detailed in Schedule 8
“Personnel”	any employee, director, agent, subcontractor, or other person engaged by a Party in relation to this Collaboration Agreement
“Programme of Investment”	an annual programme relating to the delivery of the Project Deliverables (or any of them) prepared by the Delivery Body and reviewed and approved annually (or at a time otherwise agreed) by the Partnership Steering Group which shall set out how SAMM Contributions shall be used towards the same

“Project Deliverables”

the list of projects appended to this Collaboration Agreement at Schedule 5 and as may be amended from time to time with the approval of all Parties

“Qualifying Development”

development that is within the Zone of Influence and so has been deemed likely to have an adverse impact on the Chilterns Beechwoods SAC and is required to pay a SAMM contribution

“SAMM Contribution”

a payment a developer is required to make to the Local Planning Authority for the administrative area in which the relevant development site is located in respect of consent for each net new dwelling which is likely to have an adverse impact on the Chilterns Beechwoods SAC

“Senior Dispute Management Group”

the group of senior officers from each of the Partners to which any disputes will be escalated if they cannot first be resolved informally

“Statement of Common Ground”

the statement prepared jointly between the Partners and dated 2 November 2022 and that agrees the total cost of SAMM to be secured and its subsequent apportionment to each of the Partners

“Zone of Influence”

the zone within which any net new residential development is deemed to have an in-combination impact on recreational pressure on Chilterns Beechwoods SAC which at the date of this Collaboration Agreement stands at 12.6km and which is shown edged in red in Schedule 4 and which may be amended from time to time by Natural England

- 1.2. Headings contained in this Collaboration Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

## **2. PURPOSE OF THE AGREEMENT**

The purpose of this Collaboration Agreement is to:

- 2.1. specify the organisation of the work between the Parties in collecting and administering SAMM Contributions;
- 2.2. set out the rights and obligations of the Parties;
- 2.3. secure and monitor delivery of the Project Deliverables by the Delivery Body;
- 2.4. specify arrangements for the monitoring and review of the effectiveness of the Collaboration Agreement; and
- 2.5. establish the governance structure for the purposes of implementing the Collaboration Agreement and securing delivery of the Project Deliverables.

## **3. COMMENCEMENT AND DURATION**

- 3.1 This Collaboration Agreement shall come into effect on the Commencement Date and shall remain in force for 80 (eighty) years subject to:

- 3.1.1. earlier termination in accordance with Clause 15.1 of this Collaboration Agreement;  
or
  - 3.1.2. a unanimous decision by the Parties to extend its duration in accordance with the terms of this Collaboration Agreement.
- 3.2 Implementation of the Collaboration Agreement will be kept under review by the Partnership Steering Groups in accordance with Clause 10.

#### **4. GOVERNANCE AND ROLES**

- 4.1 The Partners agree that at the date of this Collaboration Agreement the National Trust will be the Delivery Body and hereby authorise the Delivery Body to sign agreements in relation to the implementation of the Project Deliverables.
- 4.2 The Partners agree that Dacorum Borough Council will be the Lead Competent Authority in relation to this Partnership. As Lead Competent Authority, Dacorum Borough Council will undertake the following roles:
- 4.2.1 the lead role in reviewing and monitoring implementation of the Collaboration Agreement, in consultation with the Partners;
  - 4.2.2 appointing an officer to coordinate and oversee implementation of the Collaboration Agreement;
  - 4.2.3 acting as the key point of contact for liaison with the Delivery Body;
  - 4.2.4 acting as a key point of contact for any communications outside of the Partnership Steering Group;
  - 4.2.5 transferring SAMM Contributions received from the Partners to the Delivery Body, in line with Clause 7 and Schedule 7 of this Collaboration Agreement; and
  - 4.2.6 providing such reports and performance management data in connection with its role as Lead Competent Authority as may be reasonably requested by any of the Partners or the Delivery Body.
- 4.3 Notwithstanding the contents of paragraph 4.2 above the Parties will have equal rights and say in all matters relating to the interpretation and implementation of this Collaboration Agreement, where consultation or the agreement of all Parties is required.
- 4.4 The Parties acknowledge that, as at the date of this Collaboration Agreement, a Partnership Steering Group has been established to have oversight and to ensure and monitor delivery of the Project Deliverables by the Delivery Body.
- 4.5 Details of the Partnership Steering Group including its purpose, membership, governance, functions and procedures are set out in the Partnership Steering Group Terms of Reference at Schedule 8 to this Collaboration Agreement. The Partnership Steering Group Terms of Reference allow for sub-groups of the Partnership Steering Group to be created, which will report to the main Partnership Steering Group.

## **5. OVERRIDING CONDITIONS**

- 5.1 All Partners have a responsibility to contribute towards and properly perform their roles and responsibilities in accordance with this Collaboration Agreement.
- 5.2 The Partners shall be responsible and liable to meet reasonably incurred costs in equal shares for all legal, professional and financial advice procured under this Collaboration Agreement by the Partners or by the Partnership Steering Group. For the avoidance of doubt the Contingency Sum may only be used to meet such costs in exceptional circumstances, where these costs are directly linked to the Project Deliverables, and subject to the approval of the Partnership Steering Group and notification to the Delivery Body.
- 5.3 The Partners and the Delivery Body will co-operate with each other in good faith and take all reasonable action as is necessary for the efficient and timely operation of this Collaboration Agreement.

## **6. IMPLEMENTATION OF THE PROJECT DELIVERABLES**

- 6.1 All Partners hereby agree the Project Deliverables, as set out in Schedule 5.
- 6.2 The Partners agree to levy a SAMM Contribution in accordance with this Collaboration Agreement on Qualifying Development, in line with the agreed apportionment as set out in Schedule 6.
- 6.3 The Partners agree that the money collected in the form of SAMM Contributions and transferred to the Delivery Body in accordance with the terms of this Collaboration Agreement can be spent wherever it is needed across the Chilterns Beechwoods SAC (as determined by the Delivery Body acting reasonably and within the constraints of the Project Deliverables), and that such authorised expenditure cannot be restricted to any particular administrative area within the SAC.
- 6.4 The Delivery Body will be responsible for, and will separately fund, all habitat management of the Chilterns Beechwoods SAC not specifically included within the Project Deliverables. For the avoidance of doubt, habitat management of the Chilterns Beechwoods SAC not specifically included within the Project Deliverables will not be funded by SAMM Contributions.

## **7. THE ROLE OF THE PARTNERS**

- 7.1 The Partners hereby agree an allocation formula for the SAMM Contributions to be collected from Qualifying Development, as set out in Schedule 6.
- 7.2 The Partners shall each be responsible for collecting, holding and administering the SAMM

Contributions for their relevant administrative area until such time as they are transferred to the Lead Competent Authority. Each Partner will be responsible for monitoring the SAMM Contributions it has received.

- 7.3 Once a Partner is in receipt of SAMM Contributions for its relevant administrative area the Partner shall transfer the SAMM Contributions to the Lead Competent Authority in accordance with the provisions of this Collaboration Agreement.
- 7.4 Each Partner that has received SAMM Contributions shall use reasonable endeavours to ensure that a transfer of the SAMM Contributions received in the preceding period is made to the Lead Competent Authority at least every 6 (six) months (before 30<sup>th</sup> April and before 31<sup>st</sup> October annually) to hold on trust for the Partners. Where a Partner becomes aware that it will be unable to make a transfer of SAMM Contributions in accordance with this clause 7.4 the Partner shall notify the Lead Competent Authority promptly.
- 7.5 All Partners will notify the Lead Competent Authority of any applicable timelines for the use of SAMM Contributions as set out in any planning obligation relevant to the associated Qualifying Development.
- 7.6 Where a SAMM Contribution is paid to a Partner in advance of the commencement of a Qualifying Development, these SAMM Contributions shall only be transferred to the Lead Competent Authority by the relevant Partner once the Qualifying Development has commenced in accordance with the relevant planning permission and any planning obligations.
- 7.7 The Lead Competent Authority will hold the SAMM Contributions for the Partners on trust until such time as the SAMM Contributions are transferred to the Delivery Body in accordance with the terms of this Collaboration Agreement and with the approved Programme of Investment.
- 7.8 The Partners undertake to cooperate with each other and with the Partnership Steering Group and with the Delivery Body for the purposes of implementing this Collaboration Agreement.

## **8. THE ROLE OF THE DELIVERY BODY**

- 8.1 The Delivery Body hereby agrees to undertake the obligations set out in Schedule 7 of this Collaboration Agreement.
- 8.2 To optimise the function of the Partnership, the Partners hereby agree that the Delivery Body may procure external services, as it reasonably requires in order to fulfil its obligations under this Collaboration Agreement.

## **9. OTHER FINANCIAL CONSIDERATIONS**

- 9.1 SAMM Contributions will be index linked from a base year of 2022 in line with each Partner's indexation policy.
- 9.2 The Delivery Body will use reasonable endeavours to cooperate with any review and provide all information reasonably requested by the Partnership Steering Group.
- 9.3 On a six-monthly basis following the Commencement Date all Partners (through the Lead Competent Authority) shall submit the Monitoring Information to the Delivery Body.
- 9.4 Once a SAMM Contribution has been transferred by the Lead Competent Authority to the Delivery Body under Schedule 7 the SAMM Contribution will be treated as spent for the purposes of any applicable timeline for the use of SAMM Contributions as set out in any planning obligation relevant to the associated Qualifying Development.
- 9.5 The Contingency Sum will be held by the Lead Competent Authority to be used for unforeseen costs arising from delivery of the Project Deliverables (including if required for the purposes set out in clause 5.2). The use of the Contingency Sum must be approved by the Partnership Steering Group.
- 9.6 If the Delivery Body wishes to use the Contingency Sum for any purpose it must seek approval from the Partnership Steering Group, such approval not to be unreasonably withheld.
- 9.7 The Lead Competent Authority will keep the use of the Contingency Sum under review and report to the Partnership Steering Group on the level and use of the Contingency Sum.

## **10. MONITORING AND REVIEW**

- 10.1 The Partnership Steering Group will regularly monitor implementation of the Collaboration Agreement on an ongoing basis and as set out below:
- 10.1.1 The Partnership Steering Group will monitor delivery of the approved Programme of Investment and the annual financial statements provided by the Delivery Body to ensure the timely payment of SAMM Contributions and delivery of the Project Deliverables
- 10.1.2 The Partnership Steering Group will commission visitor interviews, ecological impact surveys and monitoring of veteran trees (as per the programme of works). The first visitor interviews will be undertaken within 12 (twelve) months of the date of this Collaboration Agreement, and then every five years after that date.
- 10.1.3 The Partnership Steering Group may commission additional monitoring to include ecological surveys and visitor surveys (the cost of which will be borne equally between the Partners) but shall not be paid for out of the SAMM Contributions.
- 10.1.4 Where monitoring identifies that changes may be needed to the geographic extent of the Zone of Influence the Partnership Steering Group shall share the relevant monitoring data with Natural England
- 10.2 The Partnership Steering Group may, on the basis of the relevant findings of ongoing monitoring of implementation of the Collaboration Agreement:
- 10.2.1 propose amendments to the Collaboration Agreement

10.2.2 propose that the partners adopt a new Collaboration Agreement

10.2.3 propose a review of the SAMM Contributions to be paid by each partner

and such proposals shall be provided to the Parties.

10.3 Until such time as a new Collaboration Agreement is agreed unanimously between the Parties in writing, the then current Collaboration Agreement shall continue in force until terminated in accordance with Clause 15.1.

10.4 If as a result of monitoring the Partnership Steering Group identifies that SAMM Contributions are not being spent by the Delivery Body in line with the agreed Project Deliverables the same shall be notified to the Delivery Body and the Dispute Resolution Clause under clause 16 may be followed where necessary.

10.4.1 In this case, SAMM Contributions will be held by the Lead Competent Authority, and no further money will be transferred to the Delivery Body; and

10.4.2 The Delivery Body shall not be required to further deliver the Project Deliverables save to the extent that it has already received SAMM Contributions in order for it to do so

until any issues have been resolved.

#### Delivery Body

10.5 The Delivery Body shall share data gathered through the monitoring to be undertaken as part of the Project Deliverables (funded as part of the SAMM Contributions) with the Partnership Steering Group. The methodology for these surveys will be agreed with by the Partnership Steering Group in advance of them being undertaken.

10.6 The Delivery Body agrees to grant the Parties and their respective Personnel access to the Chilterns Beechwoods SAC across the lifetime of the Collaboration Agreement, upon reasonable notice and at reasonable times to undertake surveying and monitoring for the purposes of this Collaboration Agreement and as required in order to fulfil their legal duties and agrees that it will facilitate such access.

### **11. RESPONSIBILITIES OF THE PARTIES**

11.1 The Parties undertake to notify the Partnership Steering Group of communications and planning decisions where these are relevant to delivery of the Collaboration Agreement, including:

11.1.1 local plan examinations, inspector's reports, and proposed modifications

11.1.2 planning appeal submissions, procedures and decisions

11.2 Each Party shall use all reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein for

which it is responsible and of which it is notified.

## **12. ADDITION AND REMOVAL/WITHDRAWAL OF PARTIES TO THE PARTNERSHIP**

12.1 In the event that:

12.1.1 A local authority is invited to join the Partnership in accordance with clause 12.3; or

12.1.2 A Party decides to withdraw from this Collaboration Agreement in accordance with clauses 12.4 or 12.5; or

12.1.3 A Party is excluded from this Collaboration Agreement in accordance with clause 12.6;

12.2 The Partnership Steering Group will assess anticipated levels of SAMM contributions going forward, and in consultation with the Delivery Body will implement any changes to this Collaboration Agreement needed to ensure continued implementation of the Project Deliverables and Programme of Investment. The Partnership Steering Group may consult Natural England on the implications of any changes to the Partnership for their standing advice.

12.3 Other local authorities may be invited to join the Partnership only by the unanimous decision of the Parties and on the condition that negative impacts on the Parties are minimised and that the new local authority becomes a Partner to this Collaboration Agreement.

12.4 A Partner or the Delivery Body may choose to withdraw from this Collaboration Agreement at any time on giving to the other Parties not less than 12 (twelve) months prior written notice, and upon the expiry of such notice the provisions of clause 12.7 shall apply.

12.5 A Partner may choose to withdraw from this Collaboration Agreement where a review of the Zone of Influence of Chilterns Beechwoods SAC (including as set out in Clause 10) shows that an existing local authority;

12.1.1 no longer falls within the Zone of Influence (if the extent of the zone changes over time due to the effectiveness of the mitigation), or

12.1.2 has an impact on the Chiltern Beechwoods SAC below any threshold set by Natural England in relation to the requirement for mitigation;

In this instance, the unanimous agreement of all Parties is not required, and from the date the revised Zone of Influence or evidence of impact is agreed by Natural England a Partner will be able to withdraw from this Collaboration Agreement on giving to the other Parties not less than 6 (six) months prior written notice. The Partner shall withdraw from this Collaboration Agreement at the end of this 6-month period.

### **Process for Removal of Parties**

12.6 Without prejudice to any other rights or remedies open to the Partnership, the Partnership Steering Group may, after a unanimous vote of all Partners eligible to vote in favour of termination, ratified and via a written notice served on the Party, exclude that Party from this Collaboration Agreement, where the Party:

- 12.6.1 Is in material breach of any of the terms of this Collaboration Agreement and, where the breach is capable of remedy, the Party fails to remedy such breach within 30 (thirty) days' service of a written notice by the Partnership Steering Group specifying the breach and requiring it to be remedied; or
- 12.6.2 In the opinion of a majority of the Partnership Steering Group, commits any act of gross or persistent misconduct and/or neglects or wilfully omits to perform any of its duties or obligations under this Collaboration Agreement; or
- 12.6.3 Fails or refuses, after written warning from the Partnership Steering Group, to carry out the duties or obligations reasonably and properly required of it under this Collaboration Agreement in a timely manner; or
- 12.6.4 Intentionally provides the Partnership Steering Group with any false or misleading information with regard to its duties or obligations under this Collaboration Agreement; or
- 12.6.5 has done anything that in the reasonable opinion of the majority of Partners brings, or might reasonably be expected to bring, the Parties, the Partnership Steering Group, or the Collaboration Agreement into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates or the general public including, but not limited to, committing an act of fraud or dishonesty, whether or not connected with the Collaboration Agreement.

For the purposes of this Clause 12.6 the Party responsible for an action breach or failure to act falling with Clauses 12.6.1 to 12.6.5. shall not be eligible to vote under clause 12.7.

- 12.7 In the event that a Party is excluded from this Collaboration Agreement in accordance with clause 12.6, or chooses to withdraw from this Collaboration Agreement in accordance with Clauses 12.4 or 12.5, the following provisions apply:
  - 12.7.1 Any monies already collected from the Party to be excluded from or withdrawing from this Collaboration Agreement will be held by the Lead Competent Authority or Delivery Body as appropriate, pending the outcome of the review of SAMM contributions under Clause 12.1.
  - 12.7.2 The leaving Party must ensure that all SAMM Contributions that have become due on or before the Party's leaving date are collected and paid to the Lead Competent Authority in accordance with Clause 7 and Schedule 7 of this Collaboration Agreement.
  - 12.7.3 An outgoing Party shall ensure or procure that all of its extant liabilities and or obligations have been satisfied.
  - 12.7.4 An outgoing Party must return to the remaining Parties all records, deeds, drafts, and other documents, whether in paper or electronic form, relating to the Collaboration Agreement which are in their possession or under their control. For the avoidance of doubt the outgoing Party may retain copies of such documents as are required for that Party's own records.
  - 12.7.5 The outgoing Party and the remaining Parties shall execute a memorandum of understanding to record the date that the outgoing Party is excluded from or withdraws from this Collaboration Agreement. On this date the outgoing Party shall be released

from their obligations under this Collaboration Agreement, subject to clause 12.7.6.

12.7.6 The exclusion of or the withdrawal of a Party from this Collaboration Agreement will not operate as a waiver of the rights of any remaining Party to seek redress for any breach of law or of this Collaboration Agreement by the outgoing Party, or of the remaining Parties' rights to seek repayment of any outstanding SAMM Contributions.

12.8 Any Partner who is in breach of any of the provisions of this Collaboration Agreement shall indemnify the other Partners, from and against all liabilities, costs, expenses and losses, (including but not limited to any direct, indirect or consequential loss, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable]costs and expenses) resulting from that breach, without prejudice to any other right or remedy the Partners may have howsoever arising. For the avoidance of doubt this indemnity shall not cover any liability for SAMM Contributions not yet received by the Partner in breach at the time of the breach.

12.9 If any of the points raised under Clause 12.6 apply to the Delivery Body, the requirement for a unanimous vote will also apply. In this case, SAMM Contributions will be held by the Lead Competent Authority, and no further money will be transferred to the Delivery Body, until the issue has been resolved.

12.10 With regard to responsibility and liability for shared costs, the SAMM Contributions are detailed in Schedule 6 of this Collaboration Agreement along with the costs of delivery of the Project Deliverables in Schedule 5. If Partners leave or join the Partnership, costs will be recalculated, with the amounts to be determined at that time, having had regard to the principles applied to the apportionment of those shared costs as they relate to implementation of the Collaboration Agreement.

PROVIDED THAT any such recalculation shall not impact upon the ability of the Delivery Body to deliver the Project Deliverables.

12.11 In the event that the Delivery Body is excluded from or withdraws from this Collaboration Agreement the following provisions shall also apply

12.11.1 The Delivery Body shall transfer any unspent or uncommitted SAMM Contributions held by the Delivery Body to the Lead Competent Authority;

12.11.2 The Partnership Steering Group will meet within 7 (seven) days of the date of the execution of the memorandum of understanding under Clause 12.7.5 and will decide whether to seek to appoint a successor to the Delivery Body, or to terminate the partnership under Clause 15, or such other action as the Partnership Steering Group agrees;

12.11.3 After a period of 6 (six) months, in the event that the Partnership Steering Group has not appointed a successor to the Delivery Body, this Collaboration Agreement will terminate.

### **13. DATA MANAGEMENT**

Data collection

- 13.1 In the course of implementing the Collaboration Agreement, each Party, as well as the Delivery Body, may be involved in the production and collection of data such as surveys or questionnaires. Data produced or collected by any Party, which that Party considers relevant to the Collaboration Agreement, will be notified to the Partnership Steering Group and made available to the other Parties on request. Each Party agrees to ensure that all data made available pursuant to this clause is anonymised where possible, and where this is not possible and personal data is processed, to ensure the personal data is accompanied by any necessary consents. It is acknowledged by the Parties that where personal data is shared pursuant to this clause, prior to gathering the data, the data subject must be expressly informed in writing that the data will be shared.

#### Data Protection

- 13.2 Each Partner agrees to sign a Data Controllers Agreement and a Data Processing Agreement prior to processing personal data for the purposes of the Collaboration Agreement, in the event that any personal information needs to be shared or processed between Partners.

#### Freedom of Information

- 13.3 The Partnership acknowledge that the Partners are all subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and they shall assist and cooperate with each other, and the Delivery Body shall also assist as reasonably required, to enable the Parties to comply with their information disclosure obligations.
- 13.4 A Partner in receipt of a request for information shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Collaboration Agreement or any other contract whether the confidential and /or any other information is exempt from disclosure in accordance with the (FOIA) or the (EIR).

#### Publications and Press Releases

- 13.5 The Partnership Steering Group, in discussion with the Delivery Body, shall decide procedures for dissemination of publications and press releases, joint or otherwise, relating to the Collaboration Agreement.
- 13.6 Each Party agrees not to issue any press or social media releases, or other such publicity materials relating to the work of the Partnership, without obtaining prior approval from the other Parties to ensure there is consistent messaging (such approval not to be unreasonably withheld or delayed).

### **14. CONFIDENTIALITY**

- 14.1 Each Party hereby undertakes to the other Parties that it shall procure that its employees, agents and sub-contractors shall:
- 14.1.1 Keep confidential all Confidential Information concerning this Collaboration Agreement and the business affairs of another Party that it shall have obtained or

received as a result of the discussions leading up to or entering into or performance of this Collaboration Agreement;

14.1.2 Not disclose the Confidential Information either in whole or in part to any other person save those of its employees, agents and sub- contractors involved in the implementation or evaluation of the Collaboration Agreement who have a need to know the same for the performance of their duties or if required by law;

14.1.3 Use the Confidential Information solely in connection with the implementation of the Collaboration Agreement and not otherwise for its own benefit or the benefit of any third party.

14.2 The provisions above shall not apply to the whole or any part of the Confidential Information to the extent that it can be shown by the receiving Party to be:

14.2.1 Known to the receiving Party prior to the date of this Collaboration Agreement and not obtained directly or indirectly from any other party; or

14.2.2 Obtained from a third party who lawfully possesses such Confidential Information which has not been obtained in breach of a duty of confidence owed to any party by any person; or

14.2.3 In the public domain in the form in which it is possessed by any other party other than as a result of a breach of a duty of confidence owed to such other party by any person; or

14.2.4 Required to be disclosed by legal process, law or regulatory authority or in accordance with clause 13.3.

14.3 Each Party hereby undertakes to the other Parties to make all relevant employees, agents and subcontractors aware of the confidentiality of the Information and provisions of this clause and without prejudice to the generality of the foregoing to ensure compliance by such employees, agents and sub-contractors with the provisions of this clause.

## **15. TERMINATION**

15.1. This Collaboration Agreement may be terminated at any time by the unanimous written agreement of the Parties.

15.2. The termination of this Collaboration Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued or due prior to termination

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

16.1 This Collaboration Agreement shall be governed by and construed in accordance

with English law and the Parties irrevocably agree that any dispute arising out of or in connection with this Collaboration Agreement will be subject to and within the jurisdiction of the English courts.

16.2 All Parties shall use reasonable endeavours to negotiate in good faith and to settle amicably any dispute of whatever nature arising in connection with this Collaboration Agreement.

16.3 In the case of disagreement, in the first instance if the Parties are unable to resolve a dispute(s) in an informal manner the dispute will be escalated by referring to the Senior Dispute Management Group for resolution. This group will consist of a nominated Senior Manager from each of the signatory LPAs, as listed below:

- Buckinghamshire Council – Service Director, Planning and Environment
- Central Bedfordshire Council – Assistant Director: Development and Infrastructure
- Dacorum Borough Council – Assistant Director for Planning
- St Albans City and District Council – Director: Strategy, Policy and Transformation

The Senior Dispute Management Group may invite the Delivery Body to participate in any dispute resolution procedure as it sees fit.

16.4 Subject to Clause 16.3, if the Senior Dispute Management Group is unable to resolve a dispute(s) within 10 (ten) Business Days it may, depending on the nature of the dispute, request an appropriate professional (e.g., surveyor, barrister) or, Natural England, to mediate. The decision of such body shall be final.

16.5 Unless otherwise agreed between the Partners within 2 (two) weeks of agreeing to enter into mediation the Partners shall cooperate in appointing an independent consultant as mediator. Unless otherwise agreed, the mediation will start not later than 28 (twenty-eight) Business Days after the date of the Partners agreeing to enter into mediation.

16.6 Any person to whom a reference is made under Clause 16.5 shall act as an independent expert and not as an arbitrator and their decision shall be given in writing and shall state the reasons for their decision.

16.7 Each Party shall provide the said expert with such information and documentation as they may reasonably require for the purposes of his decision.

16.8 The reasonable costs properly incurred of the said expert shall be borne by the Partners in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the Partners in equal proportions.

16.9 No Party may commence any court proceedings or arbitration in relation to any dispute arising out of this Collaboration Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other party(s) has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

## **17. GENERAL PROVISIONS**

### **Sole Agreement**

- 17.1. This Collaboration Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Collaboration Agreement and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such subject matters. No Party to this Collaboration Agreement has been induced to enter into this Collaboration Agreement by a statement or promise which it does not contain save that this clause shall not exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently by that Party.

### **Schedules**

- 17.2. The Schedules shall have the same force and effect as if expressly set in the body of this Collaboration Agreement and any reference to this Collaboration Agreement shall include the Schedules.

### **Waiver**

- 17.3. No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

### **Severability**

- 17.4. If any clause or part of this Collaboration Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Collaboration Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Collaboration Agreement and this shall not affect any other provisions of this Collaboration Agreement which shall remain in full force and effect.

### **Force Majeure**

- 17.5. No Party will be deemed to be in breach of this Collaboration Agreement, nor otherwise liable to the other for any failure or delay in performance of this Collaboration Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

### **Assignment**

- 17.6. Neither this Collaboration Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any Party.

### **Variation**

- 17.7. This Collaboration Agreement may be amended at any time by written agreement of all the Parties. No variation to this Collaboration Agreement shall be effective unless in writing signed by a duly authorised officer of each of the Parties.

## Notice

17.8. Any notice in connection with this Collaboration Agreement shall be in writing and may be delivered by hand, pre-paid first class post or special delivery post (but not by e-mail), addressed to the recipient at its registered office or its address or as the case may be (or such other address, or as may be notified in writing from time to time).

17.9. The notice shall be deemed to have been duly served:

17.9.1. If delivered by hand, when left at the address of a Party as set out on page 3 of this Collaboration Agreement;

17.9.2. If given or made by prepaid first-class post or special delivery post, 48 (forty-eight) hours after being posted (excluding days other than Business Days); provided that, where in the case of delivery by hand, such delivery occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

## Rights of Third Parties

17.10. It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Collaboration Agreement is not intended to, and does not, give to any person who is not a party to the Collaboration Agreement any rights to enforce any provisions contained in this Collaboration Agreement

## Counterparts

17.11. This Collaboration Agreement may be executed in one or more counterparts and any Party may enter into this Collaboration Agreement by executing a counterpart. Any single counterpart or set of counterparts executed in either case by all the Parties shall constitute one and the same agreement and a full original of this Collaboration Agreement for all purposes.

IN WITNESS whereof the Parties hereunto have affixed their Common Seal the day and year first before written

THE COMMON SEAL of )  
BUCKINGHAMSHIRE COUNCIL )  
was hereunto affixed to this )  
Deed in the presence of: )

Authorised Signatory

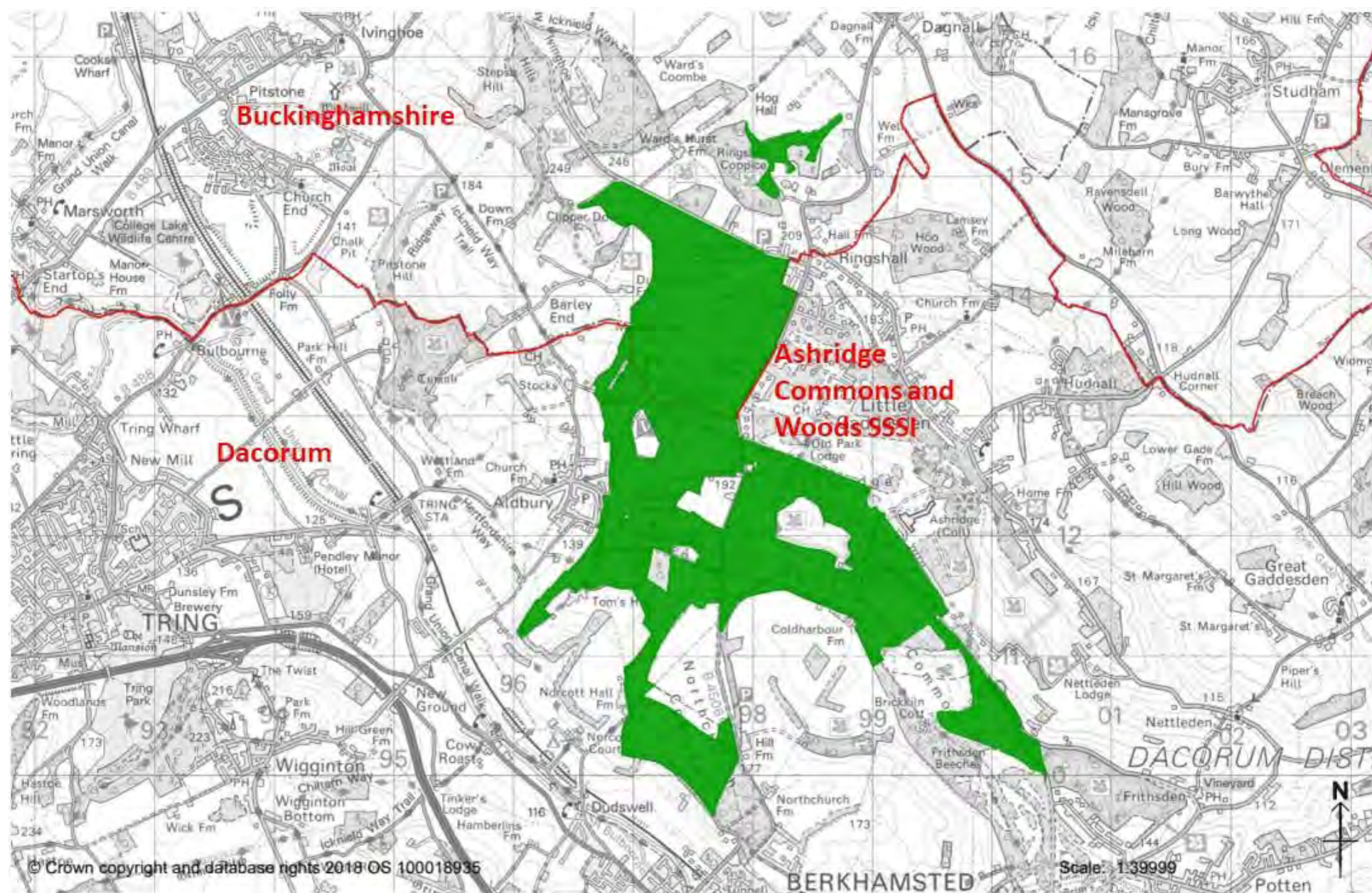
THE COMMON SEAL of CENTRAL )  
BEDFORDSHIRE COUNCIL was )  
hereunto affixed to this Deed in the )  
presence of: )

THE COMMON SEAL of DACORUM            )  
BOROUGH COUNCIL was                    )  
hereunto affixed to this Deed in the    )  
presence of:                                )

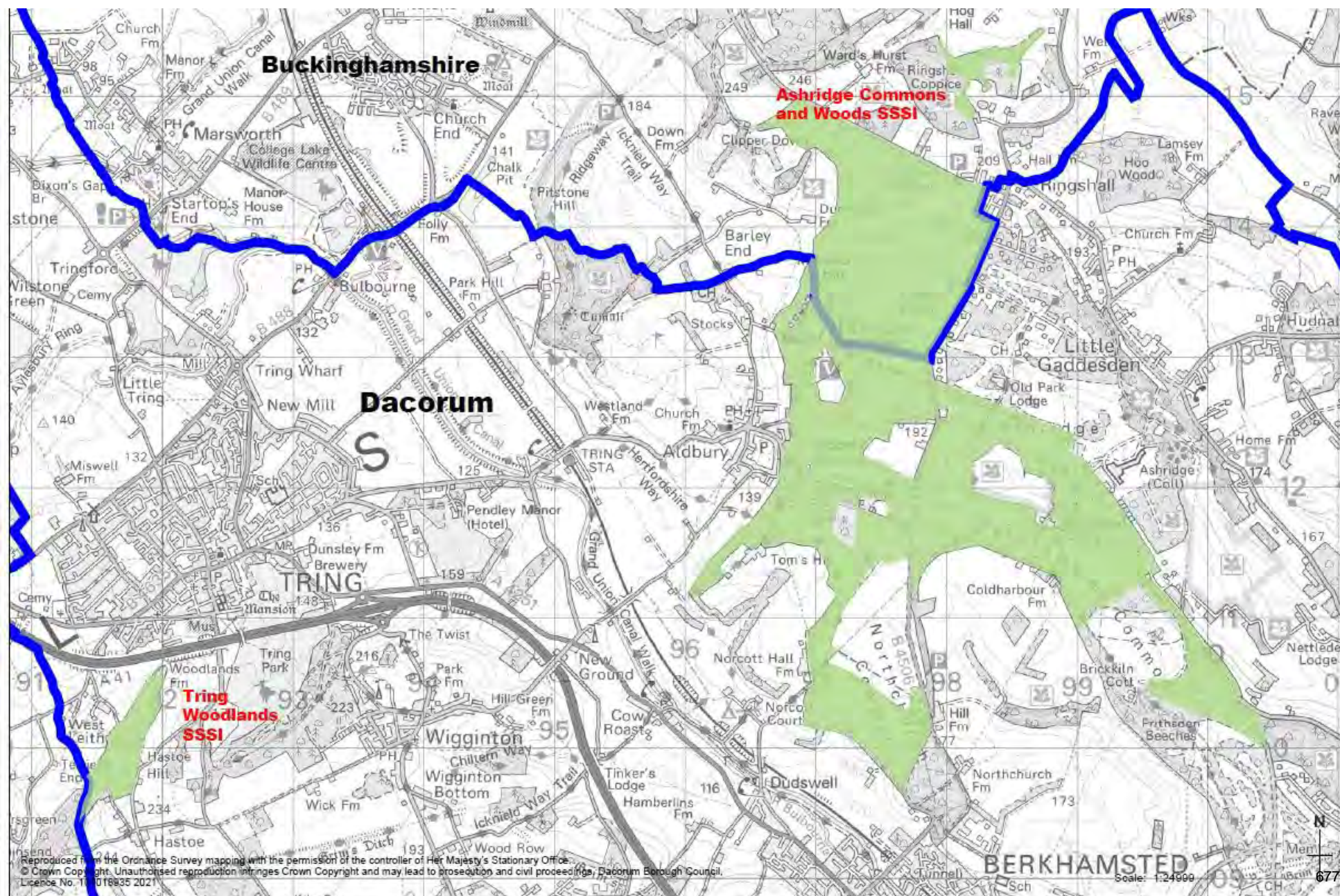
THE COMMON SEAL of ST ALBANS        )  
CITY AND DISTRICT COUNCIL was        )  
hereunto affixed to this Deed in the    )  
presence of:                                )

THE COMMON SEAL of                    )  
THE NATIONAL TRUST was                )  
hereunto affixed to this                )  
Deed in the presence of:                )

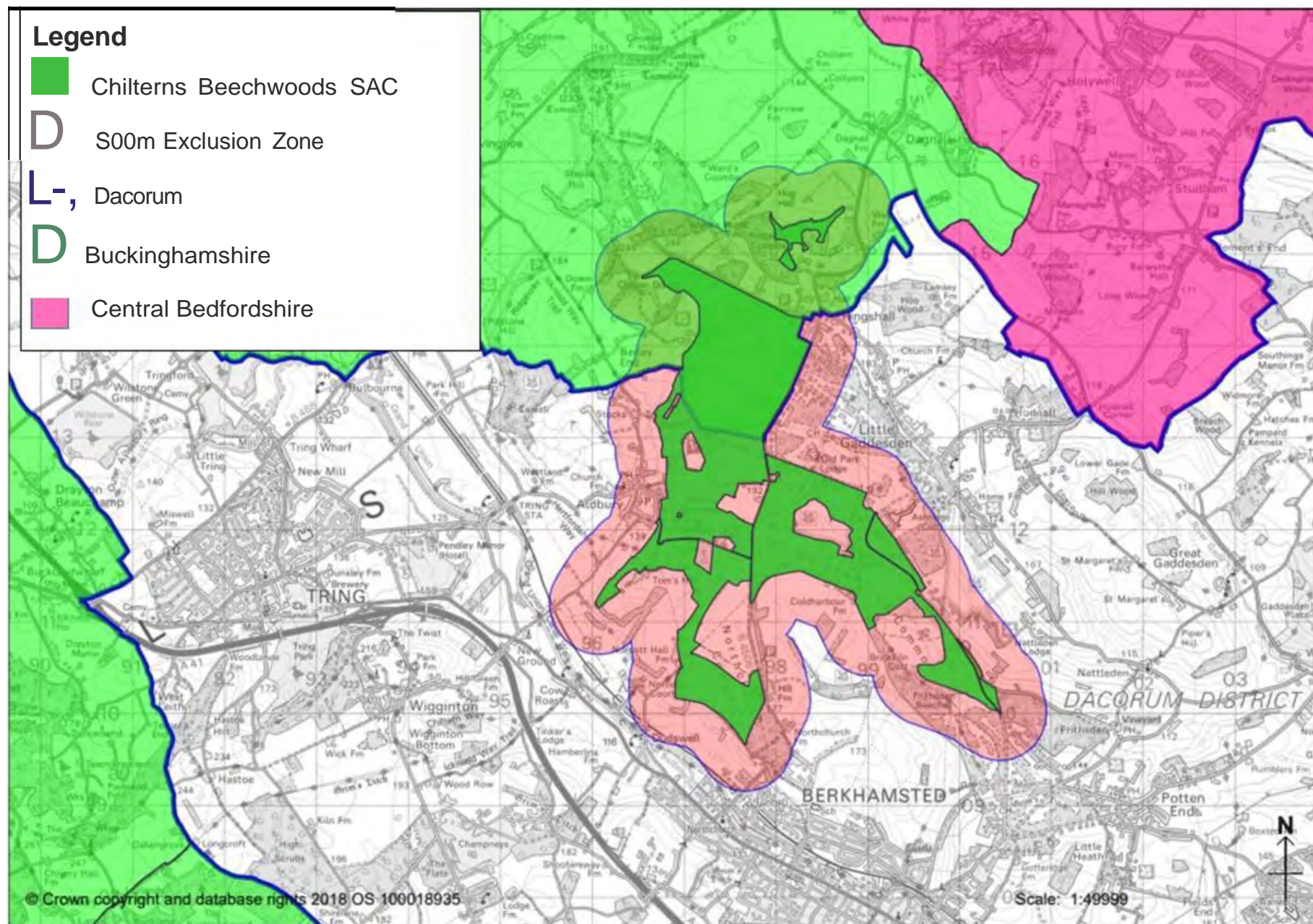
**SCHEDULE 1: Ashridge Commons and Woods SSSI**



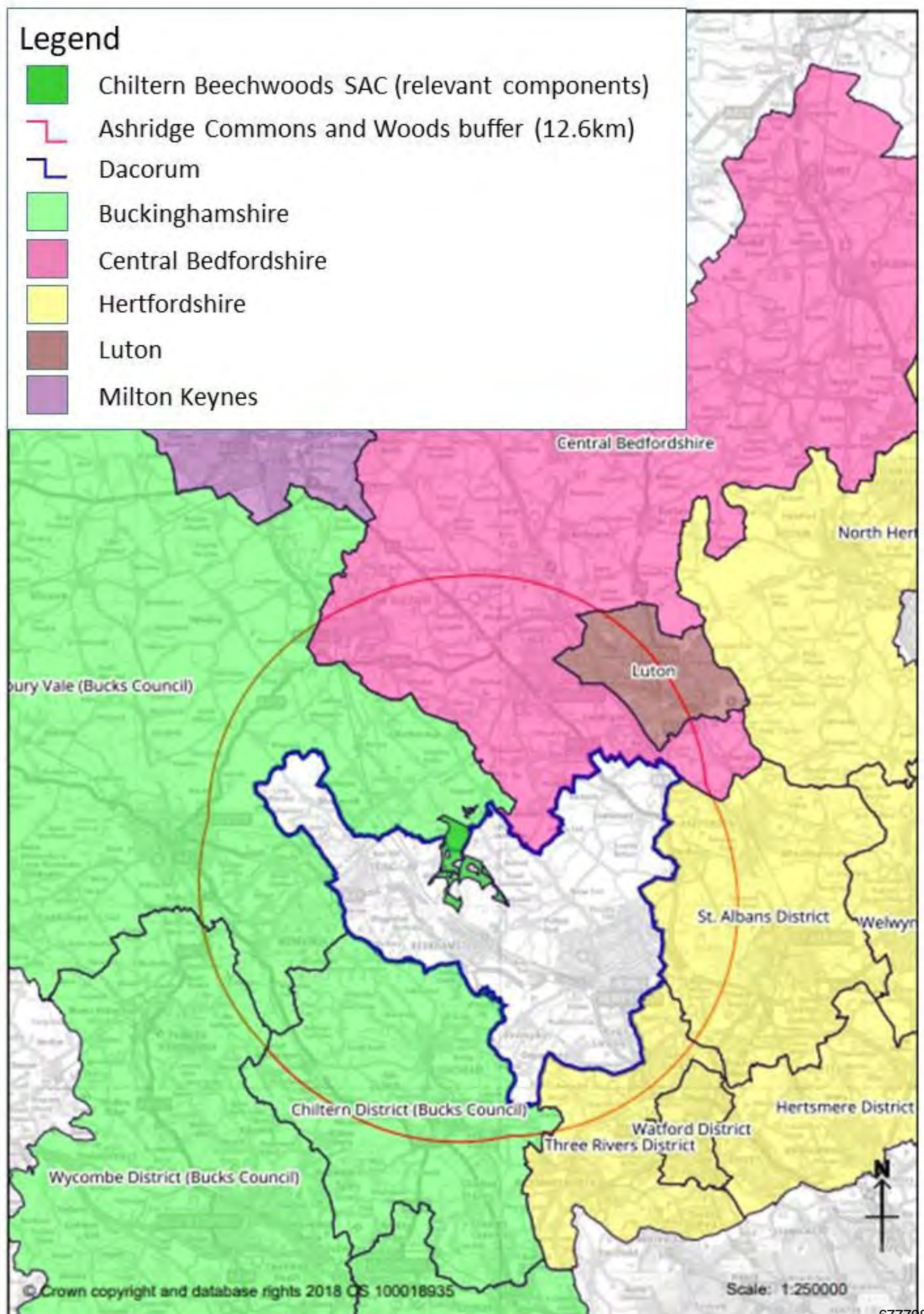
**SCHEDULE 2: Chilterns Beechwoods SAC and constituent SSSIs (Ashridge Commons and Woods SSSI and Tring Woodlands SSSI)**



## SCHEDULE 3



#### **SCHEDULE 4: Beechwoods SAC 12.6km Zone of Influence**



# SCHEDULE 5: Project Deliverables

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Veteran trees	Root protection barriers and protective mulching	<b>Interventions around particular trees to resolve &amp; prevent issues from trampling damage.</b> Informed by monitoring results.	£40,000	£2,500	80	£240,000	Medium
*Veteran trees	Selective tree felling along rides	Tree felling to create space for <b>path diversions around root protection zones</b> and to create space for visitors to move and for protection barriers/root protection measures	£8,000	£2,000	20	£48,000	Medium
*Veteran trees	[Next generation] veteran and notable tree root protection barriers and protective mulching	<b>Works on next generation of veterans</b> to ensure protection of root impact zones from trampling. To include root protection barriers and mulching.		£2,500	80	£200,000	#N/A

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Rides and path mitigation	Ride widening (Targeted as agreed with NE)	Targeted work at selected rides/sections of rides to make them <b>more resilient by widening them to enable increased light levels and more wind to reach and dry the ground.</b> One-off piece of work which will not need repeating, but scope for work to be spread across more than 1 year.	£20,000		1	£20,000	#N/A
*Rides and path mitigation	Establishment of thick rideside vegetation	<b>Annual phased management of vegetation, to promote the establishment of scrub species along ride edges by planting and/or temporary barriers to protect vegetation from trampling.</b> Also includes chestnut pale fencing and dead hedging.		£7,500	80	£600,000	#N/A

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Rides and path mitigation	Soil decompaction	Equipment purchase to enable NT Staff to carryout aeration process over time, supporting faster recovery of soil compaction and mitigating against further compaction as a result of visitor numbers to the estate going forwards.	20000	2,000	80	£180,000	Medium
*Rides and path mitigation	Track/path surfacing and maintenance.	Budget to support the sustainable management of visitors to the SAC. Initial funding to enable a pulse of repair work and surfacing, to improve resilience / protection of the SAC, including cost for additional repair and maintenance work to tracks, as appropriate within the landscape and where agreed with NE and other parties.	£880,000	£10,000	80	£1,680,000	#N/A
*Access management infrastructure	Temporary (seasonal) ride closures, and signs / hurdles etc	Temporary ride closures using hurdles and signs etc. Includes fencing either side of temporary gates. Undertaken as necessary, informed by spatial	£20,000	£2,000	80	£180,000	Medium

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
		plan and monitoring data. Where common land, options are limited but still potential for signs asking people not to use particular routes or paths.					
*Access management	Access interpretation, signage and waymarking, inc. electronic interpretation	New access interpretation materials informed by spatial plan with aim of informing, influencing and guiding visitors around the estate.	£150,000	£6,000	80	£630,000	Medium
*Access management infrastructure	Temporary signage	A frames or other temporary signs to provide further means of communication with visitors to inform and guide to or from parts of the estate that may be sensitive at points throughout the year.	£2,000	£200	80	£18,000	Medium
*Communications (Infrastructure and Parking)	Active visitor guidance to indicate which locations / car parks are available. Mitigating against parking abuse & unwanted vergeside parking	Live management of parking spaces – e.g. electronic signs or apps to give visitors live warning that parking was at capacity at particular locations	£25,000	£500	80	£65,000	#N/A

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Access management infrastructure	Provision of cycling infrastructure*	Provision of secure bike parking, dedicated signs for identified routes. Other minor infrastructure to direct cyclists and encourage more sustainable travel options (£15,000 estimated).	£15,000	£500	80	£55,000	Medium
*Access management infrastructure	Provision of dog waste bins (and litter bins)	8 additional dog waste bins and budget for emptying and replacement on 10 year basis	£4,800	£3,680	80	£299,200	Medium
*Staff (National Trust)	Delivery Officer x 1	Post to oversee implementation of measures, project manage elements, monitor budgets and reporting.		£50,200	80	£4,016,000	Short
*Staff (National Trust)	Ranger posts	2 Permanent Staff roles to provide engagement & 'in person' communication, awareness raising, face-face contact and work with delivery officer to implement projects on the ground		£81,500	80	£6,520,000	Medium

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Staff (Local Planning Authorities)	Shared SAC Officer	1 Permanent Staff role to support the timely collection and monitoring of SAMM contributions for the partner authorities. Role will liaise directly with the National Trust to ensure measures are being delivered alongside growth, will produce regular reports for the authorities and any other responsibilities as agreed with the partners.		£47,660	15	£714,900	Short
*Visitor infrastructure and parking	Protection of roadside verges and control of unauthorised parking	Range of options possible to restrict verge parking. Options include dragon's teeth, banks, verge-side posts, legal options (e.g. double red lines on all through roads, boundary to boundary of the Estate)	£50,000	£2,500	80	£250,000	Medium
*Monitoring	Visitor counts	Automated visitor and vehicle counts to provide standardised data on visitor levels and use	£10,000	£10,400	20	£218,000	Medium

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
*Monitoring	Visitor interviews	Face-face visitor interviews to gather data on home postcodes, behaviour and general awareness (e.g. interaction with rangers)		£15,000	16	£240,000	Medium
*Monitoring	Ecological impact surveys	Targeted ecological work to provide data on condition of rides, recreation impacts etc. Carefully designed to feed into adaptive management.		£3,750	80	£300,000	Medium
*Monitoring	Veteran trees, health, condition and checks	Specialist monitoring of veteran trees, to check for root exposure, compaction, and compaction-related decline, further halo thinning or other interventions required in response to changing recreational impacts on veteran trees in close proximity to key areas, paths and trails throughout the SAC. This survey is in addition to the existing approach which incorporates all veteran and notable trees across the		£1,000	80	£80,000	Medium

Type of measure	Measure	Description	Capital/ one-off Cost	Annual Cost	No. years (annual cost)	Total Cost	Phasing
		estate, creating management guidance for conservation care.					
*Spatial Plan	Production of prioritised spatial plan to guide monitoring and adaptive management	Work by Delivery Officer with consultant support to develop a strategy which will cover spatial elements of mitigation, plus communication and monitoring to ensure prioritised approach with phased elements and adaptive measures.	£20,000	£2,000	20	£60,000	Short
<b>Total [ex]including contingency</b>						<b>£16,614,100</b>	
<b>10% contingency</b>						<b>£1,661,410</b>	
<b>Total including contingency</b>						<b>£18,275,510</b>	

## **SCHEDULE 6: Apportionment of SAMM Contributions**

1. The calculation and apportionment of Strategic Access Management and Monitoring (SAMMS) to each of the Parties to this Collaboration Agreement takes into account several factors to ensure that the contribution required by each party reflects the visitor pressure caused by the local authority area and the quantum of development coming forward. The method used to calculate the apportionment of SAMMS, as set out in the Statement of Common Ground, is outlined below and in Table 1, and apportionment figures are presented below in Table 2. The impact from each council is calculated using the data collected by Footprint Ecology, using the data for the number of visits recorded at Ashridge Commons and Woods SSSI component<sup>1</sup>. The overall cost of SAMMs has been calculated as £18,275,510, as set out in the Statement of Common Ground.

### **Calculation of % of additional visitor pressure per Partner:**

**B** = Households within 12.6km of Chiltern Beechwoods SAC

**C** = Occupancy Rate

**E** = Visits to Chiltern Beechwoods SAC (2021 visitor survey)

**G** = Planned housing within 12.6km Zone of Influence

$$B \times C = D (\text{Estimated Population in Zone of Influence})$$

$$\left(\frac{E}{D}\right) = F (\text{Visitor Pressure per Head})$$

$$G \times C = H (\text{Additional Population in Zone of Influence})$$

$$F \times H = I (\text{Additional Visitor Pressure})$$

$$\frac{I(\text{Partner})}{I(\text{All Partners})} = J (\% \text{ of Additional Visitor Pressure per Partner})$$

**Table 1 – Calculation of share of additional visitor pressure**

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<sup>1</sup> Panter. C, Liley. D, Lake. S, Saunders. P & Caals. Z, March 2022, Visitor Survey, recreation impact assessment and mitigation requirements for the Chilterns Beechwoods SAC and the Dacorum Local Plan, **Table 20, Pg. 116**. Available at: [dacorum-recreation-evidence-base-200322.pdf](https://dacorum-recreation-evidence-base-200322.pdf)

A	B	C	D	E	F	G	H	I	J
Local Planning Authority (Administrative Area)	Households within 12.6km of CB SAC	Occupancy Rate	Estimated Population within 12.6km Zol (B * C)	Visits to CB SAC (2021 visitor survey)	Visitor Pressure per head caused by current population (E / D)	Planned housing within 12.6km Zol	Additional population within 12.6km Zol (G * C)	Additional visitor pressure (H * F)	% of additional visitor pressure (I Partner / I All Partners x 100
Dacorum	60,898	2.4	146,155	487	0.003332074397626630	10,308	24,739	82.43	51.55
Central Bedfordshire	55,107	2.4	132,257	88	0.000665372215266058	8,913	21,391	14.23	8.90
Aylesbury	20,586	2.5	51,465	102	0.001981929466627810	12,359	30,898	61.24	38.29
Chiltern	23,637	2.5	59,093	18	0.000304607183652748	213	533	0.16	0.10
St Albans	3,310	2.4	7,944	24	0.003021148036253780	256	614	1.86	1.16
							<b>76,917</b>	<b>159.92</b>	<b>100</b>

**Table 2 – Apportionment of SAMMs costs per dwelling**

Authority (Administrative Area)	% of additional visitor pressure	Apportionment of SAMMS	Planned housing within 12.6km of CB SAC	Charge per dwelling*
Dacorum BC	51.55	£9,420,290.06	10,308	£913.88
Central Bedfordshire	8.90	£1,626,536.24	8,913	£182.49
Buckinghamshire (North and Centre)	38.29	£6,998,024.68	12,359	£566.23
Buckinghamshire (East)	0.10	£18,536.33	213	£87.03
St Albans	1.16	£212,122.70	256	£828.60
	<b>100</b>	<b>£18,275,506.53</b>	<b>32,049</b>	

*\*NOTE: The per-dwelling figures are based on the total number of planned homes likely to come forward within the timescale of adopted or emerging Local Plans. The costs do not include administration, monitoring, legal and any other fees which will be determined separately by each local authority.*

- The route for securing the contributions will ultimately be for the individual local planning authorities to determine, including the specific approach as to which forms, types and sizes of new residential developments will contribute, but will normally be by way of a Section 106 legal obligation.

## **SCHEDULE 7: Delivery Body**

### **RESPONSIBILITIES**

1. The Delivery Body hereby agrees to: apply the SAMMS Contributions transferred to the Delivery Body by the Lead Competent Authority pursuant to this Schedule 7 to deliver the Programme of Investment as approved by the Partnership Steering Group in accordance with Paragraph 2; report to the Partnership Steering Group in accordance with the requirements set out in Paragraph 3; put in place financial systems and processes to enable the efficient and transparent implementation of the Project Deliverables and Programme of Investment while avoiding any double counting of SAMM Contributions. Programme of Investment The Delivery Body will submit an annual Programme of Investment to the Partnership Steering Group for approval by 31st March each year. The annual Programme of Investment will set out the Project Deliverables to be delivered by the Delivery Body during the relevant period and the SAMM Contributions required to be transferred to the Delivery Body by the Lead Competent Authority in order to deliver the specified Project Deliverables.
- 2.3. The Partnership Steering Group will review and decide whether to approve the Programme of Investment within 28 (twenty-eight) Business Days, such approval not to be unreasonably withheld.
- 2.4. The Partnership Steering Group shall not be required to approve the Programme of Investment in the following circumstances:
  - 2.4.1. Where funds held by the Lead Competent Authority at the point the Programme of Investment is submitted are insufficient to cover the costs of the projects in the submitted Programme of Investment
  - 2.4.2. Where the Programme of Investment includes projects not listed in the table of Project Deliverables
  - 2.4.3. Where there is evidence of double-counting of SAMM Contributions and other funding sources
  - 2.4.4. Where there is evidence of fraud
- 2.5. If the Programme of Investment is not approved by the Partnership Steering Group, the Partnership Steering Group shall provide reasons why in writing, and thereafter the Delivery Body may:
  - 2.5.1. submit a revised Programme of Investment; or
  - 2.5.2. refer the matter for dispute resolution in accordance with Clause 16.
- 2.6. Within 28 (twenty-eight) Business Days of approval of the Programme of Investment the Lead Competent Authority shall transfer the requested SAMM Contributions to the Delivery Body, as required by this Schedule.
- 2.7. Once approved by the Partnership Steering Group the Delivery Body will keep the Programme of Investment under review.
- 2.8. The Delivery Body may propose a new or revised Programme of Investment for approval by the Partnership Steering Group in accordance with paragraph 2.1 at any time

- 2.9. Any disagreement over the Programme of Investment shall be subject to the dispute resolution procedure set out at clause 16 of this Collaboration Agreement.
- 2.10. For the avoidance of doubt the Delivery Body shall not be required to deliver any element of the Project Deliverables unless and until it has received
- 2.10.1. Approval of a relevant Programme of Investment relating to the Project Deliverable; and
- 2.10.2. Sufficient and necessary funding in the form of SAMM Contributions as specified in the Programme of Investment.

### 3. Reporting

- 3.1. The Delivery Body will provide annual financial statements to the Partnership Steering Group for the Financial Year, to be provided at the latest by 30th September each year.
- 3.2. The financial statements to be provided by the Delivery Body in accordance with paragraph 3.1 of this Schedule 7 shall include the following:
- SAMM Contributions received during the Financial Year;
  - How SAMM Contributions have been spent during the Financial Year comprising information on:
    - destination of payment (i.e. to whom paid)
    - value of each payment
    - cumulative value of the payments
    - purpose of payment (i.e. towards which Project Deliverables)
  - Any unspent SAMM Contributions•
- 3.3. The Delivery Body will provide annual progress reports to the Partnership Steering Group on delivery of the Project Deliverables for the Financial Year, to be provided at the latest by 30th September each year
- 3.4. The progress reports to be provided by the Delivery Body shall include the following
- Progress update for each Project Deliverable identified in the Programme of Investment approved for the Financial Year;
  - Identification of any factor that has delayed delivery of any of the Project Deliverables identified in the Programme of Investment approved for the Financial Year.

### **FINANCIAL ARRANGEMENTS BETWEEN THE PARTNERS AND THE DELIVERY BODY**

4. Payment of SAMMS Contributions to the Lead Competent Authority and to the Delivery Body
- 4.3. SAMM Contributions shall be paid by the Partners to the Lead Competent Authority in accordance with Clause 7 by BACS transfer. The BACS details are:

Account Name: Dacorum Borough Council

Bank: [ ]

Sort Code: [ ]

Account Number: [ ]

Reference to be quoted on all transfers: SAMMS Agreement (period covered)

- 4.4. SAMM Contributions shall be paid by the Lead Competent Authority to the Delivery Body as specified in the Programme of Investment and in accordance with the terms of this Collaboration Agreement by BACS transfer. The BACS details are:

Account Name: [ ]

Bank: [ ]

Sort Code: [ ]

Account Number: [ ]

Reference to be quoted on all transfers: SAMMS Agreement (period covered)

5. Prior to any BACS transfers being made to the Delivery Body the Lead Competent Authority shall advise the Superintendent of Chilterns Beechwoods of the transfer including the intended date of transfer and amount to be transferred by email to [email address] (or to such successor Superintendent of Chilterns Beechwoods, or other Chief Officer acting for National Trust as The Conservators for Chilterns Beechwoods, as may be appointed from time to time).

## **SCHEDULE 8: Partnership Steering Group Terms of Reference**

### **TERMS OF REFERENCE**

#### **1. Purpose of the Partnership Steering Group**

- 1.1. The purpose of the Partnership Steering Group is to facilitate joint working by the Partners responsible for the implementation of the Collaboration Agreement.

#### **2. Partnership Steering Group Membership**

- 2.1. The Partnership Steering Group comprises the following local authorities (LA) as Partners in this Collaboration Agreement:

- Buckinghamshire Council
- Central Bedfordshire Council
- Dacorum Council
- St Albans City and District Council

- 2.2. A Nominated Representative from each of the Partners will attend meetings of the Partnership Steering Group. Each Partner will notify the Chair of any substitute in advance of Partnership Steering Group meetings and that substitute will be eligible to cast that Partner's vote. The role of the chair will be rotated between Partners. The Chair will circulate an agenda 5 (five) Business Days before the meeting. Each Partner shall take it in turns to produce meeting minutes. Each Partner will have one vote. A Partner may not vote on matters concerning a dispute with the Partnership where the Partner is the subject of the dispute. Where a Partner has more than one member/officer present at a meeting, they will only be entitled to one vote.

- 2.3. Representatives from Natural England may, by invitation, attend the meetings to provide guidance and advice. Representatives of National Trust as the Delivery Body may also, by invitation, attend the meetings to provide feedback on Project Deliverables and to ensure implementation of the Project Deliverables is consistent with the full protection of the Chilterns Beechwoods SAC and with the Delivery Body's other legislative duties. Any representatives from Natural England, the National Trust and any consultancy will not be eligible to vote.

- 2.4. At the discretion of the Partnership Steering Group Chair and National Trust as Delivery Body, any staff and contractors employed to undertake the work of the Partnership may be invited to attend meetings of the Partnership Steering Group where appropriate. Any representatives who are not there as a Nominated Representative for a Partner, will not be eligible to vote.

- 2.5. At the discretion of the Partnership Steering Group Chair the Delivery Body may request an extraordinary meeting of the Partnership Steering Group, such request not to be unreasonably refused.

### 3. Partnership Steering Group functions and procedures

3.1. The Partnership Steering Group will be responsible for making decisions in relation to the implementation of the Collaboration Agreement.

3.2. The Partnership Steering Group shall have the following functions:

- To promote, monitor and recommend updates (as appropriate) to the Collaboration Agreement
- To work with the Delivery Body to agree a Programme of Investment and to review and update this on an annual basis
- To provide a single point of contact for information and advice on the Collaboration Agreement and Project Deliverables
- To receive regular reports from the Delivery Body on the implementation and monitoring of the Project Deliverables and the effectiveness of the mitigation measures implemented and, where appropriate, to recommend amendments to it
- To facilitate liaison and information sharing between the Partners
- To approve studies and works relating to delivery of the Project Deliverables
- To receive from the Delivery Body annual accounts relating to the allocation and expenditure of funds
- To receive from the Delivery Body reports as appropriate relating to the management of staff employed to deliver the Project Deliverables (e.g. Rangers; SAC Ambassadors or other staff)
- To report on the Partnership Steering Group's activities and seek approval of the future work programme and expenditure, as necessary to relevant councils and members.
- To provide annual reports on the Partnership Steering Group's activities to the Partners, and seek approval for the work and expenditure of the of the Partnership Steering Group from Partners as necessary
- To approve and publish documents relating to the Collaboration Agreement
- To keep these terms of reference under review and make appropriate amendments as necessary.

3.3. The Partnership Steering Group will meet at least twice a year, at the end of the first and third quarter of each year, or as agreed by the Partnership Steering Group.

3.4. The Partnership Steering Group may establish small project or working groups, resourced as necessary, to progress particular aspects of its work. Representatives of organisations who have a recognised interest in the planning or management of the Collaboration Agreement or Project Deliverables but are not Partnership Steering Group members may be invited to join such groups.

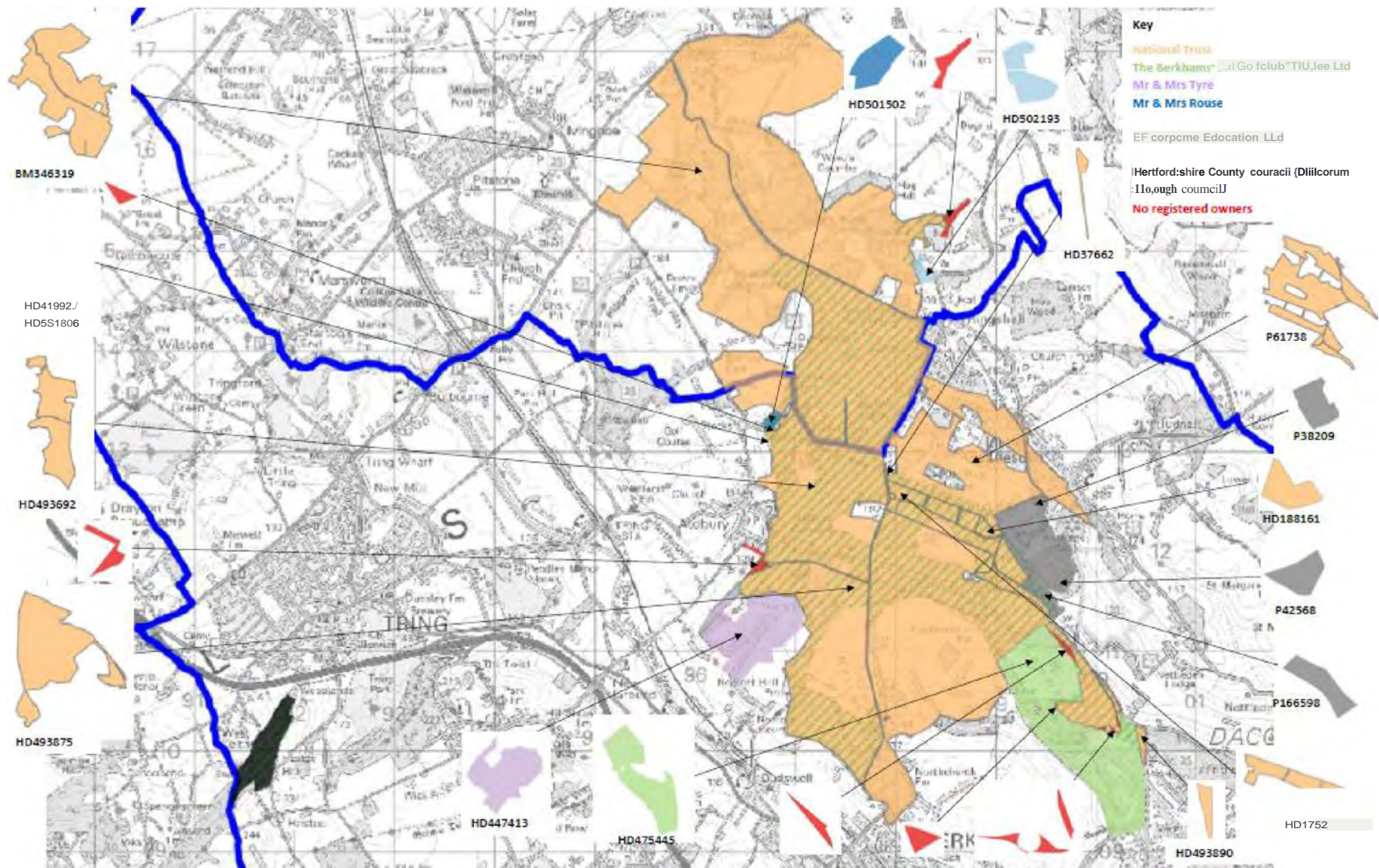
### 4. Partnership Steering Group Meetings

4.1. Meetings will operate under the following conditions:

- At each meeting, the Partnership Steering Group will agree the date for the next meeting otherwise the Chair or his/her nominee, shall call meetings, giving notice that is reasonable in the circumstances.
- The Chair shall circulate an agenda before the meeting. Each Partner shall take it in turns to produce meeting minutes, unless it is agreed otherwise.
- Each Partner (excluding any co-opted members) will have one vote. A Partner may not vote or be counted for quorum purposes on matters concerning a dispute with the Partnership where the Partner is the subject of the dispute. Where a Partner has more than one member/officer present at a meeting, they will only be entitled to one vote.
- The quorum for a meeting will be three (3) voting Partners, and the two Councils directly surrounding Chilterns Beechwoods SAC (Dacorum Borough Council and Buckinghamshire Council) must be present when any decisions are made.

Decisions, with the exception of a decision to terminate a Partner's membership of the Partnership or the dissolution of the Partnership, will be by two-thirds majority of the Partners attending and eligible to vote in accordance with the quorum discussed above.

## SCHEDULE 9: Ownership of the Chilterns Beechwoods SAC



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