

**DATED 2022**

Epping Forest District Council

and

London Borough of Enfield

and

London Borough of Newham

and

London Borough of Redbridge

and

London Borough of Waltham Forest

and

Mayor Commonalty and Citizens of the City of London

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**Epping Forest SAC SAMM Strategy**

**Partnership Agreement**

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This agreement is made the day of DATE between:

**Epping Forest District Council (as partner to the Agreement)**

Civic Offices  
323 High Street  
Epping, CM16 4BZ

**London Borough of Enfield (as partner to the Agreement)**

Civic Centre  
Silver Street  
London, EN1 3XA

**London Borough of Newham (as partner to the Agreement)**

328 Barking Road  
London, E6 2RP

**London Borough of Redbridge (as partner to the Agreement)**

255-259 High Road  
Ilford, IG1 1NN

**London Borough of Waltham Forest (as partner to the Agreement)**

Waltham Forest Town Hall  
Forest Road  
London, E17 4JF

**City of London Corporation (as Delivery Body only)**

Guildhall  
PO Box 270  
London, EC2P 2EJ

## RECITALS

- (A) The Parties to this Partnership Agreement are all Local Authorities who have joined together to continue certain activities as a partnership for the purposes set out in this Partnership Agreement (save for the Mayor Commonalty and Citizens of City of London (“the CoL”) which joins in this Governance Agreement in its capacity as Conservator of Epping Forest pursuant to the Epping Forest Act 1878 and as Delivery Body pursuant to this Partnership Agreement)
- (B) The Parties wish to co-operate over the implementation of the Epping Forest SAMM Strategy as described in more detail in Schedule 1 (“the Epping Forest SAMM Strategy”).
- (C) This Partnership Agreement sets out the relationship between the Parties, the governance arrangements, and the organisation of the work.

## IT IS HEREBY AGREED AS FOLLOWS:-

### 1. DEFINITIONS

1.1 In this Partnership Agreement, the following terms shall have the following meanings:

“Background IPR”	means all patents, designs, copyright (including copyright in software), database rights, and any other intellectual property rights excluding Foreground IPR, owned by any of the Parties, in the field and which are necessary for the exploitation of Foreground IPR in accordance with this Partnership Agreement.
“Business Day”	means any day other than a Saturday or Sunday or a public or bank holiday in the United Kingdom.
“City of London” or “CoL”	Refers to the City of London Corporation, who will act as the Delivery Body for this Strategic Access Management and Monitoring Programme.
“Commencement Date”	means the <b>XXX 2022</b> .
“Confidential Information”	means all information that is marked as Confidential and that is disclosed by one Party to the others for the purpose of conducting the Project, 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 Partnership Agreement.
“Delivery Body”	means the body appointed by the parties to run the day-to-day operation of the Project, in this case referred to as CoL throughout this document.
“Developer Contribution”	means a payment a developer is required to make to its Local Planning Authority (in compliance with Conservation of Habitats and Species Regulations 2017/1012) in respect of consent for each new dwelling which is likely to have a significant impact on a natural habitat, the amount of which is set out in Schedule 2 of this Agreement
“Epping Forest SAC SAMM Strategy”	means the strategy which aims to deliver the mitigation necessary to avoid adverse effects on integrity from the impacts of any net increase in dwellings which will result in an increase of recreational disturbance to Epping Forest Special Area of Conservation thus protecting the site from adverse effects on integrity in accordance with the Programme of Investment and the Project Deliverables and as set out at Schedule 1 and as may be amended by agreement through the mechanisms set out in the clauses of this Partnership Agreement.
“Epping Forest Special Area of Conservation” or “Epping Forest SAC”	Epping Forest is a statutory designated site, which is protected under the Habitats Regulations, and which this Strategy is designed to protect.
“Local Planning Authority” or “LPA”	means the local authority whose duty it is to carry out specific planning functions for a particular area.
“Nominated Representative”	means a member/s of staff/other representative appointed by a Partner to attend the Technical Oversight Group meetings.
“Qualifying Development”	means development which is likely to have a significant impact on the Epping Forest Special Area of Conservation and is required to contribute toward the delivery of SAMMs measures.
“Partner”	means a local authority member of the Partnership
“Party/Parties”	means a local authority (ies) which is a signatory to this agreement as a member of the Partnership and CoL as Delivery Body.
“Partnership”	means the Partners collectively
“Partnership Agreement”	Means this Agreement, that has been agreed and signed by the partnership local authorities and the CoL as the Delivery Body

“Personnel”	means any employee, director, agent, subcontractor or other person engaged by a Party.
“Programme”	means the joint initiative as set out in this Partnership Agreement for securing the Project Deliverables.
“Programme of Investment”	means the arrangements established by the Delivery Body and approved by the Technical Oversight Group for the holding, allocation and investment of SAMM Contributions paid to the Delivery Body in accordance with the principles set out in Schedule 3 as may be varied from time to time by agreement between the Parties or by decision of the Technical Oversight Group.
“Project Deliverables”	means the measures to be funded by the Partnership (by which the Epping Forest SAMM Strategy aims to deliver the mitigation necessary to avoid adverse effects on integrity from the impacts of any net increase in dwellings which will result in an increase of recreational disturbance to Epping Forest SAC thus protecting the site from adverse effects on integrity) as set out in Schedule 1 (The Epping Forest SAMM Strategy) and as may be varied in agreement between the Parties or by decision of the Technical Oversight Group.
“SAMM”	means Strategic Access Management and Monitoring. These are the measures that will be implemented within Epping Forest SAC to manage and monitor the impacts of visitors.
“SAMM Contribution”	means the Developer Contributions received by a Party payable to the Delivery Body in accordance with Schedule 2.
“Sub-group of the Cooperation for Sustainable Development Officer Group”	refers to the group of senior officers from each of the signatory Local Plan Authorities that any disputes will be escalated, if they cannot be resolved through mediation with Natural England.
“Technical Oversight Group”	means the chaired group meetings comprised of representatives of the Parties (and such technical experts as the Parties may appoint) whose Terms of Reference are detailed in Schedule 4, with Natural England attending as statutory adviser on the SAC and the Delivery Body attending as an observer, to provide technical advice and reports on Project Deliverables.
“Zone of Influence”	refers to the zone within which any new residential development will have an in-combination impact on recreational pressure

	on Epping Forest SAC. Currently, as at the signing of the Agreement in 2022, this stands at 6.2km based on data collected in the 2017 and 2019 visitor surveys.
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1.2 Headings contained in this Partnership 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. GOVERNANCE ARRANGEMENTS

2.1 The Parties agree that the CoL will be the Delivery Body and authorises it to sign agreements in relation to the implementation of the agreed and approved deliverables of the SAMM programme. To optimize the function of the Partnership, the Parties shall permit the Delivery Body to procure external services in accordance with the Public Contracts Regulations 2015 and the Delivery Body's internal Contract and Procurement Rules (as set out in the 'City of London Procurement Code Part One: Rules' attached at Appendix 1, any changes to these Rules will be communicated by the Delivery Body to the Technical Oversight Group). The Delivery Body will provide financial systems and processes to enable the efficient and transparent implementation of the Epping Forest SAC SAMM Strategy. The Delivery Body will provide the Technical Oversight Group with regular business plans and financial statements. This should include a year-end statement of account for the financial reporting period 1<sup>st</sup> April – 31st March and be provided by 30th September each year.

2.2 The CoL as the Delivery Body will submit a Programme of Investment, with input from and for approval by the Technical Oversight Group. The Programme of Investment shall be reviewed and amended in writing from time to time as the Parties consider appropriate and as may be agreed by the Technical Oversight Group. Further financial details can be found in Schedule 3.

2.3 The parties shall agree an allocation formula for the SAMMs Contributions across the partners to be collected from all relevant development for the benefit of the Partnership.

2.4 The Parties acknowledge their intention that Natural England as statutory adviser would be requested to continue to take on the responsibility of organising the Technical Oversight Group, and chairing meetings that take place unless alternative agreements are made or should Natural England review its involvement.

## 3. PURPOSE OF THE PARTNERSHIP

The purpose of the Partnership is:

- to specify the organisation of the work between the Parties in implementing the Programme and to set out the rights and obligations of the Parties;
- ensure the implementation of the Programme in accordance with the SAMM Delivery Flowchart at Schedule 5 and the Epping Forest SAMM Strategy at Schedule 1 to produce the Project Deliverables as described in Schedule 1; and
- establish and adhere to the governance structure set out in this Partnership Agreement to ensure the Project is delivered.

#### 4. COMMENCEMENT AND DURATION

4.1 This Partnership Agreement shall commence on the Commencement Date. A review of the Agreement shall be undertaken and completed within five years of the Commencement Date. Any changes to this Agreement, as a result of the review, may be agreed in writing between all the parties.

#### 5. OVERRIDING CONDITIONS

5.1 All Parties have a responsibility to contribute towards and properly perform their roles and responsibilities in accordance with this Partnership Agreement and the Epping Forest SAMM Strategy as detailed in Schedule 1.

5.2 It is the intention that the Partners shall be responsible and liable in equal shares for all legal, professional and financial advice procured under this Partnership Agreement, including by the Technical Oversight Group.

5.3 The Partners shall provide a forecast of annual income to the Delivery Body and Technical Oversight Group by 31<sup>st</sup> December each year based on the amount of qualifying development that was commenced in the preceding 1<sup>st</sup> April – 31<sup>st</sup> March reporting year, in order to inform the programme of work for the next financial year.

5.4 With regard to responsibility and liability for shared costs, the SAMM contributions are detailed in Schedule 2 of this Agreement. If Parties leave or join the Partnership, costs will be recalculated, with the amount/s to be determined at that time having regard to the principles applied to the apportionment of those shared costs as they relate to mitigating any adverse effects on the Epping Forest Special Area of Conservation.

#### 6. PROJECT MANAGEMENT

##### 6.1 Technical Oversight Group

The details of the Technical Oversight Group including purpose, membership, governance, functions and procedures are set out in the Technical Oversight Group Terms of Reference at Schedule 4 to this Partnership Agreement.

##### 6.2 Responsibilities of the Technical Oversight Group

###### 6.2.1 Project Oversight

The Technical Oversight Group shall be responsible for ensuring the delivery of the Project Deliverables by the Delivery Body and to this end will keep the proposals for implementation and progress towards meeting it, under review.

###### 6.2.2 Appointment of Delivery Body

6.2.2.1 The Partner Authorities hereby appoint the CoL as the Delivery Body for the Epping Forest SAMM Strategy. The Delivery Body will have responsibility for a Programme of Investment and the day-to-day management and implementation of the Project and of the agreed Project Deliverables (subject to the receipt of the SAMM Contributions and availability of SAMM Contributions for expenditure on the Project Deliverables in accordance with Schedule 2 and the Programme of Investment). The Delivery Body will hold and/or invest the SAMM Contributions paid to it in accordance with Schedule 3 and report to the Technical Oversight Group in accordance with Schedule 4 and Clause 2.1 above).



6.2.2.2 The cost of funding the works of the Delivery Body will be met by the SAMM Contributions. The Delivery Body will not be expected to fund the costs of managing the implementation and monitoring of the Project, or the Programme of Investment or the Project Deliverables from its own resources.

6.2.2.3 For the avoidance of doubt the breakdown of the proposed measures and costs of the Project is set out in Schedule 1. This includes the professional and administrative costs incurred by the Delivery Body in undertaking its responsibilities under this Agreement, including the responsibilities relating to financial systems, processing, accounting, business planning and reporting in Clause 2.1 of this Agreement and its responsibilities in respect of the Programme of Investment. The Partners shall transfer money to the Delivery Body in accordance with the Terms set out in Schedule 3.

### 6.2.3 Financial Management

6.2.3.1 The Parties shall be responsible for holding and administering the SAMM Contributions until such time as they are paid to the Delivery Body (as under the Terms of Schedule 3).

6.2.3.2 The SAMM Contributions must be available to spend on or invest for the purposes of the Project Deliverables (subject to and in accordance with Schedule 1) and will be sent every six months (on 28<sup>th</sup> February and 31<sup>st</sup> August) from each Party to the Delivery Body unless otherwise agreed between the Party and the Delivery Body. Each Party will be responsible for monitoring contributions received and forecasting their future SAMM Contribution income in accordance with Schedule 2 to this agreement.

6.2.3.3 The Technical Oversight Group may choose to take financial advice from third parties as required.

6.2.3.4 SAMM contributions will be index linked. The Programme of Investment and the Project Deliverables will be reviewed each year in terms of costings. For physical measures this shall be in line with the most up to date version of the Spon's External Works and Landscape Price Book (or other industry recognised standard in its absence). Staff costs as set out in the SAMM Strategy will be increased in line with any annual pay increase and changes to pension and national insurance contributions required by the Delivery Body. The increase in the SAMM Contribution will be agreed and set in March each year and brought into effect on the 1<sup>st</sup> of April each year. Where there is a shortfall / deficit in the SAMM Contribution as a result of the final costs being above the relevant contribution by a Party, it will be the responsibility of the Delivery Body to raise this matter with the Oversight Group, within a period of 12 months. Decisions, including any required revisions of projects, can then be made for the benefit and continuity of the overall mitigation project, and so that no particular Partner, nor the Delivery Body, becomes financially liable.

6.2.3.5 The Partners agree to levy a SAMM Contribution in accordance with Schedule 2 of this Partnership Agreement on all qualifying development.

6.2.3.6 The Partners agree that they will pay the SAMM Contribution to the Delivery Body in accordance with Schedules 2 and 3 upon being satisfied that qualifying development has commenced in accordance with the relevant Permission and legal obligations or any other local authority funding mechanism which equates to the financial value that would be generated using the tariff.

6.2.3.7 Where there is a shortfall / deficit in the SAMM Contribution as a result of the non-collection of a relevant contribution by a Party to this agreement it will be the responsibility of the individual Partner Authority to make good such shortfall and not the Delivery Body or

other Partner Authorities. Such liability will only arise where the individual partner authority in question is not making reasonable endeavours to pursue the non-payment from the party who has obligation to pay the Partner Authority.

6.2.3.8 In the event the SAMM Contribution is not spent or invested in accordance with the requirements of this Agreement by the Delivery Body and a refund is required then the Delivery Body will be liable to repay the monies to Partners in line with the percentage apportionment set out in Schedule 2.

6.2.3.9 The Technical Oversight Group, having had regard to regular advice from the Delivery Body in relation to the appropriate and realistic timing of Project Deliverables, will be responsible for determining an appropriate apportionment between the spending of and investment of the SAMM Contributions, in line with the Programme of Investment and Project Deliverables (as outlined in Schedule 1). In the case of disagreement, Natural England, as a neutral party, will be requested to mediate the deliberations and propose a resolution for decision by the group. If a decision cannot be reached, this will be escalated, in line with the process set out in Section 14.

#### 6.2.4 Publications and Press Releases

6.2.4.1 The Technical Oversight Group in discussion with the Delivery Body shall decide procedures for dissemination of publications and press releases, joint or otherwise, relating to the Project.

#### 6.3 Technical Oversight Group Meetings

6.3.1 The Technical Oversight Group shall meet on a quarterly basis in accordance with the Technical Oversight Group Terms of Reference at Schedule 4. The frequency of meetings may be reduced at any time in accordance with the Technical Oversight Group Terms of Reference. Meetings will operate under the conditions outlined in Schedule 4.

#### 6.4 Responsibilities of Individual Members of the Technical Oversight Group

6.4.1 In addition to the Technical Oversight Group's collective responsibility, individual members of the Technical Oversight Group will have specific responsibilities as determined by the Technical Oversight Group from time to time as set out in the Terms of Reference at Schedule 4.

### **7. PROJECT RESOURCES**

#### 7.1 Allocation

The total SAMM Contributions to be paid by the Partner to the Delivery Body will be set out in Schedule 2 and are to be adopted by the Partners as a material consideration in the determination of planning and development related applications.

#### 7.2 Invoicing/Claims

7.2.1 Any changes to the Delivery Body's Contract and Procurement Rules will be reviewed at the earliest opportunity by the Technical Oversight Group to determine if they remain appropriate for the Project Deliverables.

### **8. RESPONSIBILITIES OF THE PARTIES**

#### 8.1 Performance

8.1.1 Each Party undertakes to each other Party to perform and fulfil on time the tasks assigned to it by the Technical Oversight Group and all other of its obligations under this Partnership Agreement.

8.1.2 Each Partner hereby undertakes to supply promptly to the Delivery Body all such information or documents as the Delivery Body and the Technical Oversight Group need to fulfil obligations pursuant to this Partnership Agreement.

8.1.3 Each Partner undertakes to each other Partner and to the Delivery Body to:

- notify each of the other Parties as a Party becomes aware of any significant delay in performance; or a significant change in a Parties ability to meet its funding and other commitments under this Partnership Agreement.
- inform other Parties of relevant communications and planning decisions it receives from third parties in relation to the Project e.g. planning appeals and Local Plan examination Inspector correspondence.

8.1.4 Each Party shall use all best efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

8.1.5 Subject to clause 6.2.4 of this Partnership Agreement each Party agrees not to issue any press releases or other such publicity materials relating to the work of the Partnership without obtaining prior approval from the other Parties.

## 8.2 Warranties and Undertaking

8.2.1 Each Partner warrants that under its contractual relationships with each of its Personnel, any intellectual property rights arising out of or relating to work done by the Personnel for the Party will vest in such Party and that the Personnel will have no right, title or interest, whether legal or beneficial, in any such intellectual property rights. A Partner shall, if so required by the Technical Oversight Group, produce written evidence of this to the Technical Oversight Group signed by its Personnel.

8.2.2 Each Partner acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its Personnel to fulfil the tasks and work packages assigned to it under this Partnership Agreement and shall accordingly:

8.2.2.1 Procure and maintain its own insurance, with insurers of good repute, to cover its own liabilities and those on behalf of its Personnel;

8.2.2.2 Comply and assist the Partnership, the Technical Oversight Group and the Delivery Body in complying with all relevant statutes, laws, regulations and codes of practice relating to its tasks and work packages from time to time in force;

8.2.2.3 Comply with all recommendations and requirements of its insurers; and

8.2.2.4 Indemnify, keep indemnified and hold harmless the other Parties from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct, loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which they incur or suffer as a result of a breach of this Partnership Agreement or negligent acts or omissions or wilful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Partnership has to the funder or to any third party.

8.2.3 Each Party agrees and undertakes at its own expense to make the Nominated Representative available to attend the Technical Oversight Group.

8.2.4 Each Partner shall provide the Technical Oversight Group with statements of SAMM Contributions received every six months.

## 9. ADDITION OF PARTIES TO THE PARTNERSHIP

9.1 Other local authorities may be invited to join the Partnership following any reviews of the Zone of Influence of Epping Forest SAC (which would be determined by further visitor surveys run to the specifications, methodology and analysis approved by Natural England and agreed by the parties), only by the unanimous decision of the Parties and on the condition that the new local authority becomes a Partner to this Partnership Agreement.

## 10. REMOVAL OR WITHDRAWAL OF PARTIES FROM THE PARTNERSHIP

### 10.1 Removal of Parties

10.1.2 Without prejudice to any other rights or remedies open to the Partnership, the Parties may, after a two-thirds majority vote of all Parties in favour of termination, ratified and via a written notice served on the Party, terminate a Party's membership of the Partnership, if the Party:

10.1.2.1 Is in material breach of any of the terms of this Partnership Agreement and, where the breach is capable of remedy, the Party fails to remedy such breach within 30 days' service of a written notice specifying the breach and requiring it to be remedied; or

10.1.2.2 In the opinion of a majority of the Technical Oversight Group, is incompetent, commits any act of gross or persistent misconduct and/or neglects or wilfully omits to perform any of its duties or obligations under this Partnership Agreement; or

10.1.2.3 Fails or refuses after written warning from the Technical Oversight Group to carry out the duties or obligations reasonably and properly required of it under this Partnership Agreement; or

- ceases to operate its business or undertaking;
- Intentionally provides the Technical Oversight Group with any false or misleading information with regard to its ability to perform its duties or obligations under this Partnership Agreement; or
- has done anything which brings or might reasonably be expected to bring the Parties or the Project 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 Project.
- Any monies already collected from the party will be held by the Delivery Body, and a review of the SAMM contributions going forward will be undertaken by the Technical Oversight Group alongside the Delivery Body.

## 11. DATA MANAGEMENT

### 11.1 Data Collection

In the course of the Project, 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 Project will be notified to the Technical Oversight 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.

### 11.2 Data Protection

Each Partner agrees to sign a Data Controllers Agreement and a Data Processing Agreement prior to processing personal data for the purposes of the Project, in the event that any personal information needs to be shared or processed between Partners. The CoL as Delivery Body would not be involved in processing or retaining any personal data related to the SAMM Programme or its Project Deliverables.

### 11.3 Freedom of Information

11.3.1 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 CoL as Delivery Body shall also assist as required, to enable them to comply with their information disclosure obligations.

11.3.2 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 Partnership 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).

## **12. CONFIDENTIALITY**

12.1 Each Party hereby undertakes to the other Parties that it shall procure that its employees, agents and sub-contractors shall:

12.1.1 Keep confidential all information of a confidential nature (whether written or oral) concerning this Partnership 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 Partnership Agreement (the "Information");

12.1.2 Not without the prior written consent of the relevant other Party disclose the 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 Project who have a need to know the same for the performance of their duties;

12.1.3 Use the Information solely in connection with the implementation of the Project and not otherwise for its own benefit or the benefit of any third party.

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

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

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

12.1.4.3 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

12.1.4.4 Required to be disclosed by legal process, law or regulatory authority.

12.2 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.

### 13. TERMINATION

13.1 This Agreement may be terminated at any time by the unanimous written agreement of the Parties where there is a material change in circumstances, policy, legislation which renders the Partnership unworkable or where it is no longer required for the purpose for which it was established.

13.2 The termination of this Partnership Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued due prior to termination and in relation to the protection of the Special Area of Conservation as determined by the Habitat Regulations (as amended) or any successor legislation. The provisions in this Partnership Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. In the event of termination the SAMMs Contribution as shall have been paid to the Delivery Body shall remain with the Delivery Body for expenditure in accordance with this Agreement or otherwise for the protection of the Epping Forest Special Area of Conservation from increased recreational disturbance.

### 14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Partnership 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 Partnership Agreement will be subject to and within the jurisdiction of the English courts.

14.2 All Parties shall each be under a general obligation to use all reasonable endeavours to negotiate in good faith and to settle amicably any dispute of whatever nature arising in connection with this Partnership Agreement. If the Parties are unable to resolve a dispute(s) in an informal manner the dispute will be escalated by referring to a sub-group of the Cooperation for Sustainable Development Officer Group for resolution. This sub-group will consist of a nominated Senior Manager from each of the signatory LPAs, as listed below:

- Epping Forest District Council – Planning Service Director
- Enfield – Head of Planning
- Newham – Director of Planning and Development/Chief Planner
- Redbridge – Head of Planning and Building Control
- Waltham Forest – Director of Planning

14.3 Having followed the procedure set out in clause 14.2 and the dispute in question has not been resolved where the Parties agree that a dispute arising out or in connection with this Partnership Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

14.4 Any person to whom a reference is made under Clause 14.3 shall act as an expert and not as an arbitrator and their decision (which shall be given by them in writing and shall state the reasons for their decision) shall be final and binding on the Parties except in the case of manifest error or fraud.

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

14.6 The costs of the 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.

## 15. GENERAL PROVISIONS

### 15.1 Sole Agreement

Subject to Clause 5, this Partnership Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Partnership Agreement and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such subject matters. No Party to this Partnership Agreement has been induced to enter into this Partnership 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.

### 15.2 Schedules

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

### 15.3 Waiver

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.

### 15.4 Severability

If any clause or part of this Partnership 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 Partnership Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Partnership Agreement and this shall not affect any other provisions of this Partnership Agreement which shall remain in full force and effect.

### 15.5 Force Majeure

No Party will be deemed to be in breach of this Partnership Agreement, nor otherwise liable to the other for any failure or delay in performance of this Partnership 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.

### 15.6 Assignment

Save as permitted for under this Partnership Agreement, neither this Partnership Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any Party without obtaining the prior written consent of the other Parties. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Partnership Agreement and agrees to be bound to all the terms of this Partnership Agreement.

### 15.7 Variation

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

### 15.8 Notice

Any notice in connection with this Partnership 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).

The notice shall be deemed to have been duly served:

15.8.1 if delivered by hand, when left at the proper address for service;

15.8.2 if given or made by prepaid first-class post or Special Delivery post, 48 hours after being posted or in the case of Airmail 14 days 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).

### 15.9 Rights of Third Parties

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Partnership Agreement is not intended to, and does not, give to any person who is not a party to the Agreement any rights to enforce any provisions contained in this Partnership Agreement except for any person to whom the benefit of this Partnership Agreement is assigned in accordance with clause 15.6 (Assignment).

### 15.10 Counterparts

This Partnership Agreement may be executed in one or more counterparts and any Party may enter into this Partnership 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 Partnership 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 EPPING FOREST  
DISTRICT COUNCIL was hereunto affixed  
to this deed in the presence of:

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

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

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

THE COMMON SEAL of WALTHAM  
FOREST LONDON BOROUGH COUNCIL  
was hereunto affixed to this Deed in  
the presence of:

THE COMMON SEAL of  
MAYOR COMMONALTY AND  
CITIZENS OF THE CITY OF  
LONDON was hereunto affixed  
to this deed in the presence of:

## SCHEDULE 1 – Epping Forest SAMM Strategy

### 1. **Background**

- 1.1 Epping Forest is London's largest open space, covering 2,400 hectares. Epping Forest Special Area of Conservation (EF SAC) covers 1,600 hectares of Sites of Special Scientific Interest (SSSI) within Greater London and Essex.
- 1.2 The SAC is designated for three Annex I habitats (Northern Atlantic wet heaths, European dry heaths, and Atlantic acidophilous beech forests), as well as one Annex II species (Stag Beetle). The Forest comprises wood-pasture with habitats of high nature conservation value including ancient semi-natural woodland, old grassland plains, wet and dry heathland, and scattered wetland. The woodland represents one of the largest continuous semi-natural blocks in the country, characterised by groves of over-mature pollards. The plains contain a variety of unimproved acid grasslands uncommon elsewhere in Essex and the London Area. The Forest supports a nationally outstanding assemblage of invertebrates, major amphibian interest and an exceptional breeding bird community. The Forest lies on a ridge of London clay overlain in places by Claygate Beds, and in the highest areas by Bagshot Sand and Pebble Gravel. The varied geology gives rise to a mosaic of soil types from neutral soils to acidic loams and from impervious clays to well-drained gravels. To a large extent the soil patterns have dictated the pattern of vegetation. Historically Epping Forest was managed as wood-pasture through pollarding, which declined during the 19th century and eventually ceased in 1878 under the Epping Forest Act. Recently pollarding has been reinstated in some places.
- 1.3 The Forest is managed by a team of Forest Keepers, grounds and other staff led by a Superintendent. It is patrolled 365 days a year by Forest Keepers whose role is to assist the public to enjoy the Forest safely and protect the Forest from inappropriate damage or abuse. The Forest Keepers are also attested constables and enforce the Epping Forest byelaws. If necessary, this includes prosecuting byelaw infringement cases in the Magistrates Court.
- 1.4 SACs are protected in UK law by the Habitats Regulations (2017)<sup>1</sup>. Under the Habitats Regulations, development proposals must not give rise to adverse effects on the integrity of the SAC, either alone or in combination with other plans and projects, and if they are likely to, measures must be secured to remove this impact, otherwise the Competent Authority is obliged to refuse permission (subject to the exception tests set out in Regulation 64 (1)).

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<sup>1</sup> The Conservation of Habitats and Species Regulations, 2017

- 1.5 The legislation sets out that a Habitats Regulation Assessment (HRA) must be undertaken where a land use plan, either alone or in combination, is likely to have a significant effect on an internationally important site. This applies to Local Plans produced by local authorities, as well as Neighbourhood Plans produced by local communities. Such plans set out a broad quantum of housing growth. HRA work must therefore consider the overall impacts of such growth – in combination with neighbouring authorities – and where there are any likely significant effects, adverse effects must be ruled out (subject to the same exception tests mentioned in 1.4).

## **2 Concerns relating to recreational pressure**

- 2.1 Epping Forest provides an attractive, extensive area of open semi-natural habitat close to London. As such it is a popular destination for recreation and provides an important function as a greenspace. There are 47 car parks and four visitor centres and estimates of visitor use indicate around 4.2million visitors visit the forest each year.<sup>2</sup> Since Epping Forest was entrusted to the City of London, the provision of the space for public recreation and enjoyment has been a legal obligation and one of the key priorities for the Conservators. There is however a considerable challenge to balance the needs of the high (and growing) numbers of visitors with the natural aspect of the Forest and the nature conservation interest. There are a number of potential ways recreation could have an impact on the nature conservation of the site. These include:

- Eutrophication from dog fouling;
- Trampling/wear, leading to soil compaction, vegetation wear, erosion and damage to veteran tree roots;
- Increased fire risk (and potentially difficulties in access for emergency vehicles if gates etc. are blocked);
- Difficulties in establishing the best grazing management due to interactions between visitors and livestock;
- Direct damage to veteran trees, for example from climbing on them;
- Harvesting, for example fungi, deadwood;
- Disturbance to invertebrates and other wildlife;
- Spread of disease;
- Spread of alien plants;
- Staff time taken away from necessary management due to the need to deal with vandalism, breaches of byelaws etc.; and
- Direct damage and vandalism of infrastructure.

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<sup>2</sup> This figure is from the Management Plan Consultation in 2014.

### **3 Evidence of Visitor Pressure at Epping Forest**

- 3.1 Existing Visitor Survey information held by the Corporation of London relates to work undertaken between 2010 and 2014, when staff and volunteers worked together with specialist consultancy support to undertake a large amount of visitor survey work. The results are set out in annual reports and provide information on overall visitor numbers and the spatial distribution of access within Epping Forest but did not generate home postcodes from a robust sample of visitors.
- 3.2 Due to concerns over the impact of recreational pressure on Epping Forest SAC, Footprint Ecology were commissioned to carry out a Visitor Survey in 2017, and again in 2019. The 2017 Epping Forest Visitor Survey can be found [here](#), and the 2019 survey can be found [here](#), these set out the methodology used for the surveys, as well as the findings arising from it.
- 3.3 A 6.2km boundary extended around the SAC forms the Zone of Influence, this has been based on Visitor Surveys carried out in 2017 and 2019. The Zone of Influence was calculated based on the 75<sup>th</sup> percentile method, which calculates the distance from which 75% of visits originate from and is a recognised method for informing strategic solutions to manage recreational pressure nationwide.
- 3.4 The Zone of Influence involves multiple local authorities, of which seven each contribute over 2% of visits to the SAC. Housing delivery will lead to a significant rise in population within the boroughs and districts around Epping Forest SAC. Investigations of the visitor patterns of current residents around the SAC have shown that it is likely that this new population will also use the SAC for recreation. Both local evidence and that from other areas has demonstrated the damaging effects of human disturbance on the nature conservation interest of the site. Without appropriate and proportionate avoidance and mitigation measures, this will damage the features for which the SAC is designated and would be contrary to the Habitats Regulations. The boroughs which contribute over 2% of visits to the SAC (based on the 2019 visitor survey) and are signatories to this strategic agreement are as follows:
- Epping Forest District Council
  - London Borough of Waltham Forest
  - London Borough of Redbridge
  - London Borough of Enfield
  - London Borough of Newham
- 3.5 Due to the number of local authorities involved and the cumulative nature of the impacts (a result of many individual housing applications), a co-ordinated approach to the mitigation is necessary. A well-established Technical Oversight Group provides the vehicle for joint working between local authorities and other organisations responsible for protection of Epping Forest SAC. The

Technical Oversight Group includes Officer representation for each affected Local Authority together with City of London Conservators (as owners and managers of the site) and Natural England.

3.6 This has led to the development of this strategic approach encompassing:

1.1 A formal Governance Agreement between the Local Authorities within the Zone of Influence and the City of London as the Delivery Body for the mitigation programme

1.2 A programme of Strategic Access Management and Monitoring (SAMM) measures to mitigate the impact of new development

3.7 There is also a need for avoidance measures including Suitable Alternative Natural Greenspace, and a toolkit approach to infrastructure improvements that improve access and capacity of existing greenspaces. This approach is being dealt with by each local authority on an individual basis.

#### **4 SAMM Programme**

4.1 The City of London Corporation, as Conservators of Epping Forest, commissioned a report in 2020 to undertake a detailed assessment of the Epping Forest Special Area of Conservation. The purpose of the report was to better understand the effects of recreational pressure on the Epping Forest SAC and the measures needed to avoid harm arising from current and predicted future growth in visitors on the Forest. The report provided an in-depth assessment and identified a range of costed measures. The report has provided guidance not only to the Conservators in terms of their responsibilities as the custodians of the Forest on behalf of the landowner (the City of London Corporation) but also to inform the development of this Strategy. The strategy laid out here supersedes the [2018 interim approach](#) to mitigation measures.

4.2 The proposed measures have been reviewed by several local authorities (in their role as competent authorities) and by Natural England (as the government's advisor for the natural environment in England). This has ensured that the measures identified in this Strategy are those necessary to mitigate the effects of future development on the Epping Forest SAC. As such they do not seek to address existing issues or include measures that are the responsibility of the landowner. As such the measures in Table 1 below are those for which financial contributions should be secured from all relevant development. The measures are compliant with the Habitats Regulations and accord with paragraph 57 of the National Planning Policy Framework 2021 as being:

- a) necessary to make the development acceptable in planning terms.
- b) directly related to the development; and
- c) fairly and reasonably related in scale and kind to the development.

- 4.3 The measures provide a comprehensive approach to mitigating the effects of future development. There are three key strands as follows:
- **a site-wide approach** to physically manage additional ‘wear and tear’ on surfaced and unsurfaced tracks and paths, provision of enhancements to wayfinding and interpretation, and the on-going monitoring of ecological conditions and visitor usage;
  - **managing increased use of the three ‘visitor hubs.’** Their facilities act as ‘attractors’ and, as has been evidenced by the Visitor Surveys undertaken in 2017 and 2019, are used on a regular basis by residents. This places focused pressure on these parts of the Forest;
  - **on-going visitor engagement activities** to help raise awareness of the issues facing the Forest, to encourage ‘Forest-friendly’ behaviours (through on-site engagement with visitors and with local resident user groups) and to manage the use of ‘access pressure points’ by encouraging people to use different routes at times when some routes may temporarily be more vulnerable to over-use.
- 4.4 The Strategy also includes Project Manager support for the oversight of the Strategy’s implementation. This includes regular reporting back to the competent authorities to ensure that monies collected are being spent in accordance with the agreed strategy. The day-to-day management of this post will be undertaken by the Conservators and the funding of this post ensures that there is no cost-burden for the organisation recognising that this role is necessary to ensure the proper oversight of the implementation of the Strategy on behalf of the competent authorities.
- 4.5 Account has been taken of the need to ensure that these measures continue to be provided over the longer-term. This reflects the fact that new homes will result in additional visitors on an on-going basis. Consequently, the financial contributions being secured include an ‘in-perpetuity’ factor to ensure that the on-going management and maintenance of the measures is taken into account and is based on an 80 year period. This is considered to appropriately reflect the lifespan of the relevant developments.
- 4.6 The total cost of the proposed SAMM programme is £24,817,468. As detailed in Schedule 2, this sum is to be met through SAMM contributions from the five local authorities within 6.2km of the SAC who each contribute more than 2% of visitor numbers to the forest.

Table 1. Proposed Site wide measures and costings.

Proposal	Detail	Capital cost	Annual Maintenance	80 Year Cost	Further Comments
<b>Physical management of surfaced paths and tracks across other (non hub) SAC areas.</b>	Upgrades to surfaced paths and tracks to reflect expected visitor uplift	£30,000	£28,500	£2,310,000.00	Surfaced network amounts to over 38kms, repaired on a 10year cycle of up to 3800m2 per year to deal with increased need for path maintenance. These costs reflect a 20% proportion of the total cost reflective of the level of visitor uplift expected. Also includes £15,000 for upgrade in surfacing on one of the easy access paths within the forest.
<b>Physical management of unsurfaced paths and tracks across other (non hub) SAC areas.</b>	Management of paths that is required to deal with the expected visitor uplift	N/A	£6,000	£480,000.00	At least 93km of unsurfaced path network within the forest, as well as 41km of Public Rights of Way through the forest, with these paths either at or near capacity. Annual management of the wear and tear of these pathways is needed, including ditch reprofiling, culverting and vegetation cutting to ensure that they remain useable. As above, these costs represent 20% of the total projected annual cost, in line with the level of visitor uplift expected.
<b>Signage at transport nodes- Map and interpretation including installation</b>	Map and interpretation boards at Chingford, Loughton, Theydon Bois and Epping.	£10,000	N/A	£70,000.00	Need for greater waymarking at Transport Networks to engage with visitors to the forest. Signs have a 10 year lifespan, so need replacing seven times over 80 years.
<b>Interpretation roll out - forest wide</b>	Interpretation boards across the SAC areas	£35,200	N/A	£246,400.00	To improve engagement with visitors and greater awareness of Epping Forest SAC and its importance. Costings are given for 22 boards within the SAC. A1 orientation boards (£1,600 each), max 10-year-lifespan needing replacing seven times over 80 years.



<b>Visitor engagement campaigns</b>	Promotional materials to assist in engagement campaigns.	N/A	£10,000	£70,000.00	To encourage responsible behaviour of visitors to the forest. As communication methods are changing this will be reviewed by the Technical Oversight Group in terms of effectiveness.
<b>Cycle Map</b>	Cycle map to encourage visits.	£2,000		£16,000.00	Costings estimated on the basis that as with visitor engagement this will need to be revisited every 10 years.
<b>Mitigation Strategy Delivery Officer (Project Management and field monitoring experience)</b>	Overseeing the delivery of the SAMM project and also taking on providing briefing reports where appropriate to the oversight group		£57,000	£4,503,000	CoL Grade E – minimum grade for project managers and those managing teams of staff on technical issues. The salary is the 3 <sup>rd</sup> of six increments for this grade. Not the starting salary – as it is attempting to average the costs over in perpetuity, when it is expected that most officers would reach the top increment so be paid more than this salary but equally there would be turnover from new starters during the project. Breakdown of Total Cost: £36,070 salary, £4,020 Outer London Weighting, £12,919 on costs, £1,000 annual IT cost, £2,500 share of 2 x vehicle lease between team of 4, £300 annual mobile phone cost, £100 uniform provision, and replacement.
<b>Visitor surveys (incl for SAC, relevant SANGS and buffer lands) every 5 years</b>	Delivered by external consultants		N/A	£400,000.00	Needed to ensure that the governance agreement and mitigation strategy can be reviewed and updated accordingly.
<b>Forest Wide Ambassadors</b>	Provision of a ranger service across the SAC. Three rangers will be needed to ensure the full area can be covered, and to allow for a sufficient rota. Starting in year 2 having been recruited in year one by the MSDO.		£44,500	£3,515,500	CoL Grade C – This is the Forest Keepers grade and the basic grade for frontline technical officers and those engaging with the public and local communities. This role would involve both monitoring of recreational impact (which would require a knowledge of data collection) as well as a high level of community engagement skills. The salary is the 3 <sup>rd</sup> of the six

<b>Forest Wide Ambassadors</b>	Provision of a ranger service across the SAC. Three rangers will be needed to ensure the full area can be covered, and to allow for a sufficient rota. Starting in year 4 (2025-26).		£44,500	£3,426,500	increments for Grade C. It is not a starting salary, as it is attempting to average the costs over an in-perpetuity period – as with the MSDO it is expected that Ambassadors would reach the top increment but that there would also be turnover of staff.
<b>Forest Wide Ambassadors</b>	Provision of a ranger service across the SAC. Three rangers will be needed to ensure the full area can be covered, and to allow for a sufficient rota. Starting in year 6 (2027-28).		£44,500	£3,337,500	Breakdown of Total Costs (per Ambassador): £25,190 salary, £288 pending salary increase Dec 21, £4,020 Outer London Weighting, £10,867 on costs, £1,000 annual IT cost, £2,500 share of 2 x vehicle lease between team of 4, £300 annual mobile phone cost, £100 uniform provision, and replacement.
<b>Monitoring visitor impacts on soils and ecology of SAC</b>	Baseline survey by year 2 and then every 4 years (£15,000 per survey). Also FPPs of main erosion areas every two years (£2,000 per survey).		N/A	£397,000.00	Necessary to ensure that the mitigation strategy can be updated as appropriate to reflect changes in pressure, and therefore impacts on the SAC.
<b>High Beach Hub Costings</b>	See Tables 2 and 3			£998,386.50	
<b>Chingford Hub Costings</b>	See Tables 2 and 3			£2,567,974.05	
<b>Leyton Flats Costings</b>	See Tables 2 and 3			£2,479,208.50	
		<b>TOTAL COSTS</b>		<b>£24,817,469.05</b>	

Table 2. Proposed Projects at each of the three hubs

Location	ID no. in LUC tables	Proposal	Capital Cost	Annual Maintenance Costs	80 Years Costs
High Beach	2	Surface and edging improvements to the signposted accessible footpath loop and realignment to avoid safety hazards posed by ancient trees	£59,355	£2,874	£289,275.00
High Beach	3	Redirect footfall and install fences encircling vulnerable ancient trees to reduce soil erosion and compaction	£14,375	£2,500	£214,375.00
High Beach	4	Signposted, unsurfaced 5km loop from Wellington Hill Car Park created with signage to avoid ancient trees. Wood pasture restoration to be focussed around new routes	£54,600	£3,720	£352,200.00
High Beach	9	Introduce traffic incursion measures along Manor Road to prevent car parking within the RPAs of ancient trees	£32,500	£425	£66,500.00
High Beach	1	Surfaced footpaths connecting Wellington Hill linear car park to the existing visitor centre	£10,080	£504	£50,400.00
Chingford	2	Surfaced route from Bury Lane car park to QE Hunting Lodge to act as the primary route bringing visitors from the parking area to the Visitor Centre and related facilities	£84,582	£4,229	£422,902.00
Chingford	5	Clearer waymarking and surfaced (self-binding gravel) route connecting the Bury Road car park with Connaught Water	£81,720	£4,086	£408,600.00
Chingford	6	Construction of a sealed surface path forming a route from Connaught Water to the Visitor Centre. Restoration of damaged areas alongside the path	£75,170	£3,209	£331,890.00
Chingford	15	Improve opportunities for recreational walking around golf course and improve links to Pole Hill viewpoint	£54,700	£3,235	£313,500.00
Chingford	13	Circular route signposted to Warren Pond	£6,875	£250	£26,875.00
Chingford	16	Landscape improvements, including hard surfacing and termination of paths	£360,000	£7,200	£936,000.00
Chingford	17	Control of parking outside the car park at Connaught Water	£25,000	£0	£25,000.00
Leyton Flats	4	Signage installation	£1,250	£250	£21,250.00

<b>Leyton Flats</b>	5	Improvements to established entry and exit points to Leyton Flats (Blue triangle) and development of a furniture strategy to rationalise furniture provision across the site	£150,000	£7,500	£750,000.00
<b>Leyton Flats</b>	6	Significant entrance improvements associated with the Whipps Cross 'mini-holland' scheme and access to Cow Pond	£23,300	£2,330	£209,700.00
<b>Leyton Flats</b>	8	Circular, surfaced trail, with boardwalks where necessary around Hollow Ponds	£285,840	£14,292	£1,429,200.00
		High Beach Costs	£170,910	£10,023	£972,750.00
		Chingford Costs	£688,047	£22,209	£2,464,767.00
		Leyton Flats Costs	£460,390	£24,372	£2,410,150.00
		Overall Costs	£1,319,347	£56,604	<b>£5,847,667.00</b>

*Table 3. Proposed Hub costings including 15% design/consultancy fee*

<b>Area</b>	<b>Approx. Capital Cost</b>	<b>Design/consultancy fee (15%)</b>	<b>Total project implementation cost</b>	<b>Approximate Maintenance Cost</b>	<b>80-year total</b>
<b>High Beach Hub</b>	£170,910.00	£25,636.50	£196,546.50	£10,023	<b>£998,386.50</b>
<b>Chingford Hub</b>	£688,047.00	£103,207.05	£791,254.05	£22,209	<b>£2,567,974.05</b>
<b>Leyton Flats Hub</b>	£460,390	£69,058.50	£529,448.50	£24,372	<b>£2,479,208.50</b>
<b>Total</b>	£1,319,347.00	£197,902.05	£1,517,249.05	£56,604.00	<b>£6,045,569.05</b>

4.7 It is important to recognise that the above costs are taken from a base year of 2021. Consequently, as outlined in the governance agreement, it is proposed that the costs will be index linked and updated on the 1st April each year.

## 5 Apportionment of SAMM Contributions

5.1 The SAMM programme is costed across the parties to this agreement, considering 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 the programme is outlined in Schedule 2, and the final figures are presented below in Table 4.

*Table 4. Apportionment of SAMMs programme across the Local Authorities*

Authority	% of pressure caused by new development	Apportionment (80 yr.)
EFDC	15.66%	£3,886,415.65
WF	68.13%	£16,908,141.66
Redbridge	12.51%	£3,104,665.38
Newham	1.18%	£292,846.13
Enfield	2.52%	£625,400.22
SAMM Programme Total:		<b>£24,817,469.05</b>

5.2 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, or from Community Infrastructure Levy monies.

## SCHEDULE 2 – SAMM Contributions

### 1. Background

- 1.1 The SAMM programme must be costed across the Parties to this agreement, considering several factors to ensure that the contribution required by each Party is considered fair.
- 1.2 A method was developed considering existing visitor pressure and the quantum of development coming forward in each of the Local Authority areas.
- 1.3 This document outlines the method that was used as well as the calculations that were made.

### 2. SAMM Contribution Method

- 2.1 Population figures were calculated using the households within 6.36km of Epping Forest SAC (data provided by CoL) and the household size based on the '2018 based population and household projections published by the Office of National Statistics in 2020'<sup>3</sup>

Local Authority	Households within 6.36km of EFSAC (CoL data)	Occupancy Rate	Current Population within 6.36km (2018)
EFDC	46,003	2.4	110,407
WF	101,842	2.71	275,992
Redbridge	92,655	2.83	262,214
Newham	89,666	3.1	277,965
Enfield	88,202	2.59	228,443

- 2.2 The 2019 Footprint Ecology visitor survey was used to calculate the number of responses that came from each borough/district (595 responses in total gave postcode data, calculated number of responses from the percentages provided).

Local Authority	% of responses	Number of responses
Waltham Forest	35%	208
Newham	2%	12
Harlow	2%	12
Broxbourne	1%	6
EFDC	31%	184
Enfield	2%	12
Chelmsford	1%	6
Havering	1%	6
Redbridge	12%	71

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(<https://www.ons.gov.uk/peoplepopulationandcommunity/populationandmigration/populationprojections/datasets/householdprojectionsforengland>).

<b>Hackney</b>	2%	12
<b>Tower Hamlets</b>	1%	6
<b>All others</b>	6%	36
<b>Non-SAC responses</b>	4%	24

2.3 The number of visitors from each borough/district was divided by the current population to calculate the visitor pressure per head from the existing population (this gave a small decimal for each borough/district as rather than total number of visits to the forest it used the survey data).

<b>Local Authority</b>	<b>Visits to EFSAC (2019 visitor survey)</b>	<b>Visitor Pressure per head caused by current population (Survey points divided by current population)</b>
<b>EFDC</b>	184	0.001666557978102880000
<b>Waltham Forest</b>	208	0.000753645524711566000
<b>Redbridge</b>	71	0.000270771563570394000
<b>Newham</b>	12	0.000043170964935822800
<b>Enfield</b>	12	0.000052529473631036000

2.4 Calculated additional population within 6.2km by using the predicted housing figures provided by LPAs, as well as the household size figures (as above based on the '2018 based population and household projections published by the Office of National Statistics in 2020').

<b>Local Authority</b>	<b>Planned housing within 6.2km of EFSAC (in the local plan period after September 30<sup>th</sup> 2021)</b>	<b>Additional population within 6.2km</b>
<b>EFDC</b>	3,021	7,250
<b>Waltham Forest</b>	25,736	69,745
<b>Redbridge</b>	12,590	35,630
<b>Newham</b>	6,781	21,021
<b>Enfield</b>	14,291	37,014

2.5 The visitor pressure figure was multiplied by the additional population (assuming the proportion of visits by the additional population is the same as the existing population in each borough).

<b>Local Authority</b>	<b>Additional visitor pressure (assuming proportion of population visiting remains the same)</b>
<b>EFDC</b>	12.08
<b>Waltham Forest</b>	52.56

<b>Redbridge</b>	9.65
<b>Newham</b>	0.91
<b>Enfield</b>	1.94

2.6 Converted these figures into a percentage to get a split of where the new visitor pressure was likely to come from.

<b>Local Authority</b>	<b>% of additional visitor pressure</b>
<b>EFDC</b>	15.66
<b>Waltham Forest</b>	68.13
<b>Redbridge</b>	12.51
<b>Newham</b>	1.18
<b>Enfield</b>	2.52

2.7 These percentages were then used to split the total cost of the SAMM programme and calculate the apportionment of the total.

<b>Authority</b>	<b>% of pressure caused by new development</b>	<b>Apportionment (80 yr)</b>
<b>EFDC</b>	15.66%	£3,886,415.65
<b>WF</b>	68.13%	£16,908,141.66
<b>Redbridge</b>	12.51%	£3,104,665.38
<b>Newham</b>	1.18%	£292,846.13
<b>Enfield</b>	2.52%	£625,400.22
<b>SAMM Programme Total:</b>		<b>£24,817,469.05</b>



## SCHEDULE 3 – Financial Arrangements between the Partners and The Delivery Body

*(Process detailing how money will be transferred between the LPAs and the Delivery Body, as well as the required reporting process, and how the money will be held)*

### **1. Levying of SAMMS Contribution**

- 1.1 The SAMM Contributions will be levied and collected by the Partners in accordance with Clause 6.2.3.5 of this Agreement.

### **2. Payment of SAMMS Contributions to Delivery Body**

- 2.1 The SAMM Contributions shall be paid by the Partners to the Delivery Body in accordance with Clause 6.2.3.6 and 6.2.3.7 of this Agreement. SAMMS Contributions shall be paid by the Partners to the Delivery Body every six months (or otherwise agreed) by BACS transfer. The BACS details are:

Account Name: City of London Corporation

Bank: Lloyds Bank Plc, P.O. Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS

Sort Code: 30-00-02

Account Number: 00016123.

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

- 2.2 Prior to any BACS transfers being made to the Delivery Body the Partner making the transfer shall advise the Superintendent of Epping Forest of the transfer including the intended date of transfer and amount to be transferred by email to [Paul.Thomson@cityoflondon.gov.uk](mailto:Paul.Thomson@cityoflondon.gov.uk) (or to such successor Superintendent of Epping Forest, or other Chief Officer acting for CoL as The Conservators for Epping Forest, as may be appointed from time to time).

### **3. Holding and Investment of SAMMS Contributions by the Delivery Body**

- 3.1 The Delivery Body shall maintain an account for the purposes of holding, applying to Project Deliverables and for short-term investment of the SAMMS Contributions ("the Epping Forest SAMM Account" or "EFSA")
- 3.2 The Delivery Body will set up one cost centre for the EFSA
- 3.3 All SAMMS Contributions received by the Delivery Body shall be paid into and kept in the EFSA until such time as it is expended on Project Deliverables or otherwise invested for the purposes of longer term (>3 years) investment in accordance with the Programme of Investment
- 3.4 The Delivery Body shall account for the SAMMS Contribution held within the EFSA by means of an expenditure and income account and a ring-fenced reserve account.
- 3.5 Any balance in the income and expenditure account on 31 March each year will be transferred to the ring-fenced reserve account. Any income which will not be expected to be

applied to Project Deliverables within the following three years will be available to be invested in accordance with the Programme of Investment. Any bank interest and dividends received will be added to the ring-fenced reserve.

3.5 The Parties acknowledge that the Programme of Investment in respect of the portion of the SAMMS Contribution to be invested shall be in accordance with the Investment Principles set out in Part 7 of this Schedule

3.6 Interest from both the Current Expenditure Account and investments will fluctuate but would yield a positive return each year.

#### **4. Reporting**

4.1 The Delivery Body will propose a Programme of Investment, in accordance with the Investment Principles in Part 7 of this Schedule, to the Technical Oversight Group for approval, will keep it under review, and will report from time to time (as the Delivery Body considers appropriate) on any recommended amendments to the Programme of Investment to the Technical Oversight Group for its approval

4.2 The Delivery Body will provide business plans and financial statements to the Technical Oversight Group (and, if required, to Natural England) at least annually in accordance with Clause 2.1 of the main Agreement to which this Schedule is attached.

4.3 The financial statements to be provided by the Delivery Body shall comprise suitable income and expenditure accounts - that will include the following:

##### **Income**

- sources of income (i.e. from each Partner)
- date of income (i.e. from each Partner).
- value of contributions from each Partner
- cumulative contributions from each Partner

##### **Expenditure**

- destination of payment (i.e. to whom paid)
- period in which payment was made
- value of each payment
- cumulative value of the payments

##### **Balances**

- cumulative balances in the ringfenced reserve account
- value of investments (including of any Charity Pool Units held)

Copies of the report layouts are shown in Schedule 3A of the Agreement.

4.4 The Delivery Body will prepare the annual accounts for audit, as part of the Epping Forest Charitable Accounts audit process, and will arrange for the accounts to be audited by independent auditors.

## **5. Application of SAMM Contributions held by the Delivery Body**

5.1 Sums from the EFSA will be applied by the Delivery Body towards Project Deliverables in accordance with this Agreement unless otherwise invested in accordance with the Programme of Investment.

## **6. Investment Advice**

6.1 The Delivery Body will not offer any advice on investments, as it is not a registered financial adviser. The Delivery Body will not be liable for any reduction in value of the investments.

## **7. Investment Principles**

7.1 The long term aim will be to transfer sufficient funds investments to enable a permanent endowment to be established. The aim of the permanent endowment will be to generate sufficient income to enable the Project Deliverables to be provided in perpetuity

7.2 In order to achieve the aims in paragraph 7.1 it is anticipated that the following split will be proposed by the Delivery Body in the draft Programme of Investment (but this will be subject to evaluation at the time the Programme of Investment is submitted, will be kept under review, and is further subject to the approval of the Technical Oversight Group to the Programme of Investment)

- First Financial Year after the Commencement Date – up to 40% of all income, which will not be required for Project Deliverables within the following three financial years, to be invested, and the rest apportioned to the EFSA.
- Second Financial Year after the Commencement Date – up to 50% of all income, which will not be required for Project Deliverables within the following three financial years, to be invested and the rest apportioned to the EFSA.
- Third Financial Year after the Commencement Date – up to 70% of all income, which will not be required for Project Deliverables within the following three years, to be invested and the rest apportioned to the EFSA.

7.3 The short and medium term aim will be to ensure there are sufficient funds in the EFSA to secure all the Project Deliverables. However, if it appears that the amount of expenditure from the EFSA leaves insufficient funds for investment to meet the aims in paragraph 7.1 then the Delivery Body may propose amendments to the Project Deliverables and Programme of Investment for approval of the Parties either directly or through the Technical Oversight Group.

## SCHEDULE 4 - Epping Forest SAMM Strategy Technical Oversight Group

### TERMS OF REFERENCE

#### DATE

#### 1. Purpose of the Technical Oversight Group

1.1 The purpose of the Technical Oversight Group is to facilitate joint working by the partner local authorities responsible for the implementation of the Epping Forest Strategic Access Management and Monitoring (SAMM) Strategy.

1.2 The Technical Oversight Group will work together to:

- Publish, monitor and update the completed Strategic Access Management and Monitoring (SAMM) Strategy.
- Work with the Delivery Body and relevant advisory bodies to agree a Programme of Implementation and monitor its implementation, and
- Facilitate liaison and information sharing between the partners.

1.3 The Technical Oversight Group will liaise with other organisations which are undertaking related activities in order to exchange information and best practice and avoid duplication of work including Natural England and the Greater London Authority.

#### 2. Technical Oversight Group Membership

2.1 The Technical Oversight Group comprises the following local authorities (LA) as Partners in the Epping Forest SAMM Strategy Partnership Agreement:

- Epping Forest District Council
- London Borough of Enfield
- London Borough of Newham
- London Borough of Redbridge
- London Borough of Waltham Forest

2.2 A representative from each of the Partners will attend meetings of the Technical Oversight Group. Each LA will notify the Chair of any substitute in advance of Technical Oversight Group meetings and that will be eligible to cast that Partner's vote. Natural England will continue to chair these meetings until decided otherwise, at which point the role of the chair will be rotated between Local Authorities. The Chair will circulate an agenda 5 working days before the meeting. Each LA partner shall take it in turns to produce meeting minutes. Each LA partner will have one vote. A LA 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 and the Greater London Authority (GLA) will also attend the meetings to provide guidance and advice. Representatives of CoL as the Delivery Body will also attend the meetings to provide feedback on Project Deliverables and to ensure the SAMM programme remains in accordance with the full protection of the Epping Forest SAC and with Delivery Body's other legislative duties. Any representatives from Natural England, GLA, CoL and any consultancy will not be eligible to vote. The quorum for a meeting will be three (3) voting LA

partners, and Epping Forest District Council, London Borough of Waltham Forest and London Borough of Redbridge must be present.

2.4 At the discretion of the Technical Oversight Group Chair and CoL as Delivery Body, any staff and contractors employed to undertake the work of the Partnership may be invited to attend meetings of the Technical Oversight Group where appropriate. Any representatives who are not there as representation for a LA, will not be eligible to vote.

### 3. Governance

3.1 The Technical Oversight Group will be responsible for making decisions in relation to the implementation of the strategy.

### 4. Technical Oversight Group functions and procedures

4.1 The Technical Oversight Group shall have the following functions:

- To promote, monitor and recommend updates (as appropriate) to the SAMM Strategy as the technical strategy
- To work with the Delivery Body to agree a Programme of Implementation and to review and update this on an annual basis
- To provide a single point of contact for information and advice on the project
- To receive regular reports from the Delivery Body on the implementation and monitoring of the SAMMs Strategy and the effectiveness of the necessary mitigation measures and, where appropriate, to recommend amendments to it
- To facilitate liaison and information sharing between the partners
- To recommend the appointment of a Delivery Body. The Delivery Body will be responsible for the implementation of the SAMM measures, subject to availability of adequate funding from the Partners in accordance with Section 6.2.2 of the Agreement of which this Schedule forms a part.
- To approve studies and works relating to the delivery and implementation of the SAMM measures
- To receive from the Project Delivery Body annual accounts relating to the collection and administering of financial contributions received and 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 SAMM measures (e.g. Rangers; SAC Ambassadors or other staff)
- To report on the Technical Oversight Group's activities and seek approval of the future work programme and expenditure, as necessary to relevant councils and members.
- To approve and publish documents relating to the SAMMS
- To keep these terms of reference under review and make appropriate amendments as necessary.

4.2 The Technical Oversight Group will meet monthly until the strategy has been completed and approved, at which point the meetings will become quarterly. Natural England will continue to chair these meetings unless the Technical Oversight Group decides otherwise.

4.3 The Technical Oversight 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 SAMM measures but are not Technical Oversight Group members may be invited to join such groups.

## 5. Financial Management

5.1 The SAMM contributions will be sent every six months from each Partner to the Delivery Body unless otherwise agreed. Each LA will be responsible for monitoring contributions received and forecasting their future tariff income. Each Partner LA will be responsible for ensuring that only SAMM contributions that are available to spend are sent to the Delivery Body and for arranging any requests for refunds.

5.3 The LA Partners will nominate a single point of contact for the Delivery Body e.g. their S106 monitoring officer.

## 6. Communications

6.1 The Delivery Body will oversee the project communications once the project has commenced.

## 7. Technical Oversight Group Meetings

Meetings will operate under the following conditions:

- At each meeting, the Technical Oversight 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 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 at a minimum the three boroughs directly surrounding Epping Forest SAC (Epping Forest District Council, London Borough of Waltham Forest and London Borough of Redbridge) must be present when any decisions are made.
- Votes, with the exception of a vote to terminate a Partner's membership of the Partnership, will be by two-thirds majority of the Partners in accordance with the quorum discussed above on the basis of those attending and eligible to vote.

## SCHEDULE 5 – SAMM Delivery Flow Chart

The flowchart below sets out the steps for the governance and delivery of the Epping Forest SAMM Strategy. Some of the terms referred to in the flowchart are defined, below.

- **Financial Management:** The SAMM contributions will be sent from each LA to the Delivery Body. Each LA will be responsible for monitoring contributions received, and for forecasting future tariff income.
- **Delivery Body:** The City Corporation, as the owners of the site and as its Conservators, will be appointed as the Delivery Body to manage the implementation of the SAMM measures. The Delivery Body will be allocated money by the parties and will be responsible for the delivery of all on site SAMM measures, and the management of any staff and contractors employed as part of the measures. The Delivery Body will report back on SAMM spending to the Technical Oversight Group annually.
- **Technical Oversight Group:** The existing Technical Oversight Group is made up of a Nominated Representative from each party. The Technical Oversight Group will take responsibility as outlined in Schedule 4. The Technical Oversight Group will meet quarterly to discuss the SAMM measures and if any amendments are needed. The Technical Oversight Group will continue to include representative(s) from Natural England and GLA. Sub-groups may be formed at any time and could include local conservation groups.

