

DARTMOOR NATIONAL PARK AUTHORITY

6 September 2019

LOCAL PLAN – FINAL CONSULTATION DRAFT (REGULATION 19)Report of the Head of Forward Planning and EconomyRecommendation: **That Members:**

- (i) **Agree to publish the draft Local Plan (Regulation 19) for consultation; and**
- (ii) **Note the appraisal reports (SA/SEA, HRA, EqIA) (Non-technical Summary at Appendix 1).**

1 Introduction

- 1.1 This report seeks Member approval to publish the final draft Local Plan (Regulation 19) for public consultation. Members noted an initial final draft at the meeting of the 26th July 2019 and have had the opportunity to make final comments prior to the completion of this version.
- 1.2 The Local Plan is the starting point for all planning decision made in the National Park. The review of the Local Plan started in 2016. The development plan is being reviewed in its entirety, leading to a single local plan covering strategic, local and site specific policies, as well as minerals and waste.
- 1.3 The Local Plan will, in time, replace the Core Strategy (2008) and Development Management and Delivery DPD (2013). It is written to be consistent with national policy (the National Planning Policy Framework) and reflects a range of other relevant legislation and guidance, in particular that specific to National Park designation. Most crucially, the Local Plan is a key way in which we pursue National Park purposes, and the duty. The Local Plan sits alongside the National Park Management Plan, which is a key document setting out how joint strategy and partnership working will shape Dartmoor in the future. It is local to Dartmoor, responding to its issues and protecting its uniqueness.
- 1.4 The overall strategy, and the policies contained within the Local Plan must strike a careful balance between:
- pursuing National Park purposes;
 - supporting the duty to foster social and economic wellbeing of communities;
 - delivering sustainable development and mitigating and adapting to climate change;
 - meeting the aims of government policy and guidance; and

- supporting and engaging local communities and all with an interest in Dartmoor, in how decisions are made and places change to meet their needs.

2 The Review Process

2.1 The review process has been supported by a Local Plan Member Steering Group. This Group initially considered a project plan and the programme for the Local Plan Review. It has met regularly and provided overview and scrutiny of the evidence and research prepared, and discussed potential options and alternatives around strategy and policy response. It has served as a sounding board prior to consideration of documents by the full Authority, including the Issues consultation, the Direction of Travel paper, this and the previous draft (Regulation 18) Local Plan for consultation.

Issues consultation (Autumn 2016)

2.2 The Issues paper gave stakeholders, including local communities, organisations, and Members, the opportunity to identify issues early in the process, and confirm the scope of the Local Plan. A report of that consultation is published online.

Evidence gathering

2.3 A local plan must be founded on robust and appropriate evidence. Government recognises evidence should be 'proportionate', though evidence is critical to the understanding of issues, locally, and the way in policy responds to this.

2.4 The range of evidence which supports this Local Plan is considered the most comprehensive DNPA has produced. Key areas of evidence include:

- A series of Topic Papers, produced largely in-house, and including Design, Settlement Strategy, Natural Environment, Historic Environment, Open Space, and Minerals and Waste. These are updated as the review moves forward.
- Detailed housing evidence provided by professional consultant support on housing numbers and projections, viability, and policy support.
- An Economy Topic Paper informed by professional consultant support through an Economic Development Needs Assessment, Employment Land Review and local economic analysis.
- Landscape Character Assessment and Landscape Sensitivity Assessment
- Strategic Flood Risk Assessment
- Infrastructure Delivery Plan
- Land Availability Assessment – including a call for sites alongside the Issues consultation, which provided a list of available sites from which to consider potential site allocations

- 2.5 Evidence has been published as it has been completed, made available online and publicised through the Newsletter and the evidence 'quick guide'. This enabled those interested to provide feedback.
- 2.6 In April 2019 we were a Pilot Authority for a piece of work by PAS (the Planning Advisory Service) on behalf of Government, which is developing guidance on local plan 'proportionate evidence base'. A former Principal Planning Inspector reviewed the Local Plan evidence base and reported the "current evidence base was largely good, and in many respects, very good, with numerous examples that could be recommended for inclusion in the PAS Evidence Base Note [national guidance], and just a few examples where additional data would be helpful in moving towards the Plan being found sound".

Community involvement

- 2.7 From the outset, Officers have sought to promote a Local Plan which is clear, concise and accessible, with a focus on good presentation, clear graphics and online availability. Feedback on this new approach to writing and presenting the Local Plan Review has been overwhelmingly positive. Evidence has been published online, and a series of 'Quick Guides' and Local Plan Newsletters have been well received. The final draft Local Plan continues this approach, reducing the development plan as a whole by around 100 pages, the number of policies from 72 to 59, and providing simple diagrammatic summaries of more complex policy areas, and an upfront 'user guide'.
- 2.8 The Statement of Community Involvement (SCI) sets out DNPA's approach to engagement with communities and other stakeholders on planning matters, and this approach has been followed throughout the Local Plan Review process.
- 2.9 Informal community consultation began with the Issues consultation in autumn 2016, which asked consultees to tell us what issues there are for future development on Dartmoor and how the Local Plan should address these. Then in summer 2017, we invited Parish and Town Councils to comment on draft Settlement Profiles. Finally in autumn 2017 we ran a sites consultation, which saw us meet with our larger communities in the 8 Local Centres across Dartmoor to talk about development site options.
- 2.10 The Regulation 18 consultation in winter 2018 marked the first formal consultation as part of the Local Plan Review process, and was also the first time the draft plan was published in its entirety. Residents, communities, visitors, businesses and other organisations shared their views on whether the draft plan appropriately responded to the issues. We met more than 260 people across nine events, generating 917 responses from 160 people and organisations. An overview of the responses is published online. All of the comments received have been considered, and many have influenced this final draft of the Local Plan. Key changes between the first and final draft are summarised in Section 4.

- 2.11 A strategy for the Regulation 19 consultation in autumn 2019 has been shared with Members at the Steering Group, and mirrors the approach taken at Regulation 18, with emphasis on public awareness raising events and focussed workshops. As with Regulation 18, documents will be available online and responses through our online form encouraged, something which Members have previously endorsed. However paper copies of the draft Local Plan will also be available at key locations across Dartmoor. The Communications team has also supported Forward Planning through the drafting of a Local Plan communications strategy. Importantly, at this formal 'pre-submission' stage respondents should clearly indicate in their comments whether they consider the Local Plan to be 'sound' or 'unsound', and if so how it should be changed.
- 2.12 A number of communities are pursuing a Neighbourhood Plan for their area, which once 'made' become a material planning consideration. Though an effective way for communities to influence planning decisions in their areas, many are recognising the significant time and resources which go into creating a Neighbourhood Plan. Officers have therefore sought to work with Neighbourhood Plan groups to understand the issues they are seeking to address, and include these where possible within the Local Plan.

Climate and Ecological Emergency

- 2.13 At its meeting on 26 July 2019 the Authority declared a climate and ecological emergency. The declaration describes a shared ambition to respond to climate change through collective action, including to "challenge every organisation, business, community and individual to play their part".
- 2.14 A key way in which the Authority can influence in this way, is through the policies in the Local Plan. As such the Local Plan includes policies which seek to minimise the contribution the National Park area makes to climate change. The scope to do so can be limited by our powers, and government policy. The policies within the Local Plan also take into account a range of competing priorities to deliver viable development which meets identified needs in a way which is consistent with National Park purposes. The Local Plan includes policies which:
- Focus development in the most sustainable locations, thereby reducing the need to travel.
 - Encourage and provide opportunities for renewable energy development, and low carbon technologies
 - Encourage a 'fabric first' approach to sustainable construction, and require improvement in building efficiency over and above the requirements in building regulations
 - Require electric vehicle charging points alongside residential and non-residential development, and in public car parks
 - Promote habitat creation and requiring biodiversity net gain on certain development, thereby helping ecological resilience to climate change
 - Provide opportunity for development which can demonstrate it is truly low impact and highly sustainable

- 2.15 The 2010 UK Government Circular and Vision for the English National Parks and the Broads says we should be “pivotal in the transformation to a low carbon society and sustainable living”. It is critical that we continue to identify opportunities to challenge and influence government policy to enable this to happen through our planning policies.

Duty to co-operate

- 2.16 The Duty to Cooperate is a legal test that requires co-operation between local planning authorities and other public bodies to maximise the effectiveness of strategic policies in local plans. The Local Plan has been prepared taking into account the Duty to Co-operate, with strategic cross-boundary issues considered jointly with neighbouring Local Planning Authorities. Member endorsed the Duty to Co-operate ‘Statement of Common Ground’ Appraisal and Assessment at the 26 July Authority meeting.

3 Sustainability Appraisal/Strategic Environmental Assessment (SA/SEA)

- 3.1 The Local Plan has been the subject of a number of appraisal/assessments. Whilst these may be viewed simply as technical or legal requirements, they are genuinely useful and important assessments in adding value to the plan-making process, ensuring specific issues are taken into account in the drafting of policy. The use of external consultants for this process also adds value through independent third party scrutiny by professionals in their field. The following areas of appraisal have been completed:
- 3.2 SA is an iterative and ongoing process that informs plan-making by assessing developing elements of the plan, evaluating and describing the ‘likely significant effects’ of implementing the plan, and suggesting possibilities for mitigating significant adverse effects and enhancing positive effects.
- 3.3 A non-technical summary, revised for the Final Draft, is appended to this report (see Appendix 1). Members are invited to note this report. It provides an outline of the SA process and findings, including how the SA has influenced the development of the Plan, and in accordance with the requirements of the NPPF, the European SEA Directive, and UK guidance on SA/SEA. The SA report incorporates Strategic Environment Assessment, Equalities Impact Assessment, Health Impact Assessment and the conclusions of the Habitats Regulations report.
- 3.4 Overall, the implementation of the policies and proposals presented in the draft Local Plan were found to have significant positive sustainability benefits. Alongside the positive effects, some minor negative effects were identified - as a result of the overall, cumulative effect of increased housing, employment and associated infrastructure development on the outskirts of the plan area. Potential negative effects have been mitigated through strong policies that protect the natural environment and promote sustainable communities, whilst managing the Special Qualities of the National Park (Section 1.17 of the Local Plan).

Habitats Regulations Assessment (HRA)

- 3.5 Habitats Regulations Assessment (HRA) is required to consider whether a plan or proposal will impact on the integrity of European habitat. The HRA screening identified that there were no Likely Significant Effects for air quality changes, disturbance, changes to water quality or levels, or habitat loss/fragmentation – alone or in-combination with other plans. However it identified uncertainty with regard to the potential for Effects associated with air quality, disturbance and habitat loss or fragmentation on the three Special Areas of Conservation (SACs) located within the DNPA boundary.
- 3.6 This was investigated further through Appropriate Assessment. This determined that due to the small size and location of the proposed new development, together with policy mitigation, significant adverse impacts on air quality and habitat loss or fragmentation can be avoided, alone or in-combination with other plans.
- 3.7 However, due to the extensive new development planned around the outskirts of the National Park through the Plymouth & South West Devon Joint Local Plan and the emerging Greater Exeter Strategic Plan (GESP), the HRA concluded that there is some uncertainty regarding in-combination effects on the integrity of SACs from recreational disturbance. This has been informed by the research undertaken by Exeter University into the recreational impacts arising from development outside the National Park. Further work will be required to better understand the scope of the issue and to develop a strategic mitigation approach. This has been incorporated into the draft Plan, and the Duty to Co-operate Statement, to ensure this area of work is progressed and any necessary mitigation measures brought forward to protect SAC sites.

Equality Impact Assessment (EqIA) Screening

- 3.8 The equalities screening assessment has found that the draft Local Plan is unlikely to have negative effects on protected characteristics or persons identified under the Equality Act 2010 and thus a full EqIA will not be required. Overall, effects were compatible and positive, or not applicable, with regard to protected persons no negative effects were identified.

4 Key Issues and Policy Areas

- 4.1 Members will now be familiar with the key strategic issues which the Local Plan is seeking to respond to, in particular:
- Fundamental legislative context around National Parks
 - A nationally and internationally important natural and historic environment
 - Sustainable development and how to minimise our impact on climate change
 - That we have an older, and ageing population
 - Average house prices are >12x average household income

- If housing delivery falls below the current rate, the population will fall
 - There is increasing pressure on the National Park from development outside its boundary
 - We need to maximise development opportunities and recognise the significance of our existing stock
 - There are significant viability pressures on development to provide for a wide range of planning gain
 - There are opportunities to move fast on emerging government policy, including net gains in biodiversity, and sustainable construction
- 4.2 There was extensive support for many elements of the Plan, including the focus upon affordable housing, the settlement strategy and opportunities in Rural Settlements, the Biodiversity Enhancement Policy, Electric Vehicle Charging, and our robust approach to landscape and the protection of Dartmoor's Special Qualities.
- 4.3 There are a number of changes which have been made following consultation on the First Draft (Regulation 18) described in Table 1, below. This is not an exhaustive list of points raised on the first draft. A Summary of the Consultation is available online, as is a tracked changes version of the Final Draft (Regulation 19) Local Plan, in order to ensure changes can be clearly identified.
- 4.4 Appendix 2 summarises the key issues or areas of policy change from the current adopted Plan. Again this is not an exhaustive list, but serves as a helpful overview of the key ways in which the Local Plan is responding to the above issues.
- 4.5 Further to the version of the Local Plan considered by Members in July the final version of the draft has been edited to include:
- *Final revisions to the sustainable construction policy*
 - *Clarification around the definition of a local person*
 - *Updates to the Glossary*

Subject	Issue raised during consultation	Outcome/change
Major Development	Confusion around the scope.	Amended policy, clearer supporting text
Sustainable construction	Opportunity now opened in government policy	Requirement for improved building efficiency
Flood risk	Policy could encompass broader water environment	Policy expanded and moved to Environment chapter
Biodiversity Net Gain	Emerging government policy and guidance	Biodiversity Enhancement policy developed into Net Gain policy
Affordable Housing	Concern as to what is 'genuinely affordable'	Local Housing Allowance cap, and % discount range introduced
House extensions	Some concern the policy was difficult to manage, and overly restrictive	Definition of 'original dwelling' moved to 1995
South Hams SAC	SPD not formally progressing	Sustenance Zone and Landscape Connectivity Zone expressed in Local Plan
Transport	Local Plan not positively approaching sustainable transport opportunities	New transport policy
Technical Housing (space) standards	Concern the policy is too onerous	Policy wording altered
Housing Needs on allocated sites	Views that needs assessments should not be required if a site is allocated	Not changed – policy supports meeting local affordable needs and ensuring sites are only brought forward where there is a genuine community need.
Recreational impacts from new development	Evidence identifies need to mitigate recreational impact of future housing development	Policy 'hook' inserted in access policy
Detailed applications for allocated sites	Concerns that it should be allowed to submit an outline application on an allocated site	Moved from policy to supporting text and changed to 'encourage'

Table 1 - Key Changes between first draft and second draft.

4.6 The changes made between the First and Final Draft, are considered to be a positive response to the consultation comments received and any new evidence or national policy change which has come to light during that time. The National Planning Policy Framework sets out that for a Plan to be sound, and therefore suitable for adoption it should be:

- Positively prepared – providing a strategy which, as a minimum, seeks to meet the area’s objectively assessed needs; and is informed by agreements with other authorities, so that unmet need from neighbouring areas is accommodated where it is practical to do so and is consistent with achieving sustainable development;
- Justified – an appropriate strategy, taking into account the reasonable alternatives, and based on proportionate evidence;
- Effective – deliverable over the plan period, and based on effective joint working on cross-boundary strategic matters that have been dealt with rather than deferred, as evidenced by the statement of common ground; and
- Consistent with national policy – enabling the delivery of sustainable development in accordance with the policies in this Framework.

4.7 The Final Draft (Regulation 19) Local Plan is considered to be sound.

5 Financial implications

5.1 The review of the Local Plan is a significant project for DNPA. It is budgeted for within the earmarked reserves. This is on the basis of the project plan which provides for a single draft (Regulation 18) and then final draft (Regulation 19) consultation leading to submission. The timescales for the examination and associated costs are estimated.

5.2 The project plan includes a risk assessment which considers costs. Significant alterations arising from consultation, procedural failures, national policy or legislative change could lead to variation from the expected programme. This could cause extension of timescales, resulting in additional officer resource requirements, and costs associated with the updating of evidence.

5.3 Whilst the risk cannot be fully mitigated, the project plan included early public engagement with the non-statutory Issues consultation, Member engagement through the Steering Group, workshop, and Direction of Travel paper, and careful programming through upcoming procedural stages.

5.4 The policies within the Local Plan have implications in respect of resourcing. Some policy areas such as Biodiversity Net Gain, Sustainable Construction, and Electric Vehicle Charging Points are new, and may require officer training, and take more time in considering and negotiating applications.

6 Next steps

- 6.1 The Planning and Compulsory Purchase Act (2004) and Local Plan Regulations (2012) set the principal framework for the preparation of a development plan document.
- 6.2 The Statement of Community Involvement (SCI) and Local Development Scheme (LDS) set the local programme for preparing the Local Plan and how we engage with stakeholders through that process.
- 6.3 Members are asked to agree to publish this Final Draft (Regulation 19) Local Plan for consultation. Comments received will be treated as formal representations on the Plan, they must be made in writing and when considered, comments may be given appropriate weight according to their relevance and any evidence or information supporting those views. Following this consultation we will consider the representations received.
- 6.4 Subject to officers' continued confidence in the soundness of the Local Plan, Members will then be asked to agree to submit the Local Plan to the Secretary of State. The Local Plan, together with the consultation comments received, and the supporting evidence base, will then be considered by an Inspector, who will hold an Examination In Public to consider the soundness of the Plan.
- 6.5 Only once the Local Plan is examined and found sound (subject normally, to recommended changes) by an Inspector, may it be adopted. It is currently expected that the Plan would be adopted in early 2021.

7 Status of the Draft Local Plan

- 7.1 The National Planning Policy Framework sets out that decision-takers may give weight to relevant policies in emerging plans according to their stage of preparation, the extent to which there are unresolved objections to relevant policies, and their degree of consistency with policies in the National Planning Policy Framework.
- 7.2 On this basis the final draft Local Plan (Regulation 19) would carry little weight at this stage. The adopted Core Strategy and Development Management DPD must remain the principal policies for the consideration of planning applications. Following the completion of the consultation (and more so after submission), some policies with clear alignment with national policy, and without noteworthy objection, may begin to carry some weight.

8 Conclusions

- 8.1 The Local Plan has been prepared taking into account government guidance and the necessary procedural framework set nationally. Authority Members have been involved throughout the process. A comprehensive suite of evidence supports an understanding of the issues to be addressed through planning policy, and informs the policy response. Informal consultation with the Dartmoor community, as well as internal specialists, and other authorities

and stakeholders has been completed in order to reinforce our understanding and inform our response.

- 8.2 Members are invited to agree to publish the final draft (Regulation 19 'pre-submission') Local Plan for a period of public consultation and to note the associated appraisals.

DANIEL JANOTA

Attachments: **Appendix 1 – Appraisal Reports**
 Appendix 2 – Summary of Key Issues or Areas of Policy Change from the Current Adopted Development Plan
 Appendix 3 - Draft Local Plan (available on-line)

20190906 DJ Local Plan Review



DARTMOOR NATIONAL PARK AUTHORITY LOCAL PLAN REVIEW 2020-2036

**SUSTAINABILITY APPRAISAL (SA)
(integrating Strategic Environmental
Assessment; Health Impact Assessment &
Equality Impact Assessment)**

NON-TECHNICAL SUMMARY

June 2019

enfusion 

DARTMOOR NATIONAL PARK AUTHORITY LOCAL PLAN REVIEW 2020-2036

SUSTAINABILITY APPRAISAL (SA) [Incorporating Strategic Environmental Assessment (SEA); Health Impact Assessment (HIA); Equality Impact Assessment (EqIA)]

SA Report NON-TECHNICAL SUMMARY (NTS) June 2019

<i>date:</i>	October 2018 Draft v01 June 2019 Draft & Final	
<i>prepared for:</i>	Dartmoor National Park Authority	
<i>prepared by:</i>	Owen Jeffreys Barbara Carroll	Enfusion
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SA NON-TECHNICAL SUMMARY (NTS)

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What reasonable alternatives have been considered & addressed?
What are the likely significant effects of the draft DLP?
How could negative effects be mitigated?
EqIA & HRA
Consultation
Monitoring Proposals
Next Steps

This is the NTS of the Sustainability Appraisal Report

1. This is the Non-Technical Summary of the Sustainability Appraisal Report documenting the processes of Sustainability Appraisal (SA) incorporating Strategic Environmental Assessment (SEA) within an integrated appraisal for the draft Dartmoor Local Plan (DLP). This summary is an integral part of the SA Report that accompanies the Regulation 19 Pre-Submission draft DLP for public consultation during September to October 2019. It provides an outline of the SA process and findings, including how the SA has influenced the development of the draft Plan, and in accordance with the requirements of the National Planning Policy Framework (NPPF), the European SEA Directive, and UK guidance on SA/SEA.

The Dartmoor Local Plan (DLP)

2. The Dartmoor National Park Authority is undertaking a review of the Dartmoor Local Plan. The previous Core Strategy was adopted in 2008, with the Development Management and Delivery DPD adopted in 2013. A Minerals Plan was also included within the previous Local Plan. The New Local Plan will replace these separate Plans with a single document, including waste and minerals policies.
3. Fundamental to the review of the Local Plan are the two statutory purposes of the National Park designation:
 - to conserve and enhance the natural beauty, wildlife and cultural heritage
 - to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public

Also, the duty of National Park Authorities in pursuing National Park purposes:

- to seek to foster the economic and social well-being of local communities (within the National Park) by working closely with the agencies and local authorities responsible for these matters
4. The DLP has been prepared in accordance with national planning requirements and informed by various technical studies, the Sustainability Appraisal, and consultation with the public, stakeholders and the regulators. The DLP sets out the key challenges for the National Park area with the Vision for new development until 2018-2036. The Plan further comprises the Strategic Policies, including the Spatial Strategy appropriate to planning and caring for the National Park and meeting with its purpose and duty.
 5. The draft DLP is structured into 7 chapters with policies as follows:
 - 1 Vision, Spatial Strategy & Planning Applications [Policies 1.1-1.9]
 - 2 Environment [Policies 2.1-2.9]
 - 3 Housing [Policies 3.1-3.13]
 - 4 Communities, Services and Infrastructure [Policies 4.1-4.9]
 - 5 Economy [Policies 5.1-5.9]
 - 6 Minerals, Waste and Energy [Policies 6.1- 6.6]
 - 7 Towns, Villages and Development Sites [Policies 7.1-7.2 & Site Proposals 7.3-7.12, 7.14-7.19, 7.21- 7.23 with Site Policies 7.13, 7.20 & 7.24]

Sustainability Appraisal: SA, SEA, HIA, EqIA and HRA

6. The purpose of Sustainability Appraisal is to promote sustainable development through the integration of environmental, social and economic considerations in the preparation of Local Plans. This requirement for SA is in accordance with planning legislation and paragraph 32 of the National Planning Policy Framework. Local Plans must also be subject to Regulations for Strategic Environmental Assessment (SEA) and Government advises that an integrated approach is taken so that the SA process incorporates the requirements for SEA – and to the same level of detail.
7. For the Sustainability Appraisal of the DLP, an integrated process has been undertaken that also addresses health and equality issues (to demonstrate compliance with the Equality Act, 2010), alongside the requirements of the Habitats Assessments Regulations. The summary findings of the health, equality, and habitats assessments have been integrated into the Sustainability Appraisal. The Dartmoor National Park Authority commissioned independent specialist consultants Enfusion to progress the appraisal work commencing in April 2017.
8. SA is an iterative and ongoing process that informs plan-making by assessing developing elements of the plan, evaluating and describing the likely significant effects of implementing the plan, and suggesting possibilities for mitigating significant adverse effects and enhancing positive effects. UK Guidance suggests a staged approach to SEA. Initially the scope of the SA is

determined by establishing the baseline conditions and context of the area by considering other relevant plans and objectives, and by identifying issues, problems and opportunities. From this the scope of the SA is prepared and includes an SA Framework of objectives for sustainable development relevant to the Dartmoor National Park area and which forms the basis against which the draft DLP is assessed.

Sustainability Characteristics of the Dartmoor National Park area and likely evolution without the Local Plan

9. The National Park is defined by the characteristics that contributed to its designation – special landscape, wildlife and historical features. The extensive upland moorland supports internationally important blanket bogs; deep-cut valleys steeped in woodland with rivers are a notable landscape feature, together with distinct granite tors. A large amount of the land is used for grazing of cattle, sheep and ponies. Dartmoor is considered to have a high level of tranquility and dark night skies. The built environment is largely limited to small settlements and individual dwellings with settlement characters varying between those on the High Moor and those on the periphery.
10. Within the National Park there are three European designated Special Areas of Conservation (SACs) as well as others outside the boundary but within Devon. There is a further rich variety of biodiversity that ranges in designation from nationally to locally important; however, the significance of this may extend far more than the known resource and is important to the wider network of green infrastructure of Devon and the South West. Visitors, recreational use, and farming practices can all have detrimental effects on key habitats and wildlife.
11. Dartmoor has a very rich variety of designated heritage assets, and the archaeological landscape of Dartmoor is extensive. Dartmoor has more Scheduled Monuments than any other National Park in England. Many of the historical features are integral parts of the landscape and may have local significance to communities and individuals, together with contributing to the character of places.
12. The granite on Dartmoor has been quarried for centuries and mining has also been a feature of Dartmoor landscape. The soils on Dartmoor are peat on the higher moors, and thin soils in the surrounding area. Most of the land is designated as Grade 5, least fertile, and horticulture, arable farming and dairy farming are constrained to small areas. However, the soil resources of Dartmoor are still important, for non-intensive grazing and biodiversity.
13. Dartmoor is a major water catchment in the south west, supplying much of the water to Devon and Plymouth and with a surplus of water anticipated until 2040. Most waterbodies in the National Park are good-moderate ecological status; quality is mostly affected by pollution from agricultural run-off. Areas of medium to high flood risk (Zones 2-3) are largely located in steep sided valleys.

14. The population of Dartmoor is considered to be stable with little change since 2001. The National Park has a higher old age dependency ratio than the national average, creating issues for adaptable housing, pressures on local health services, and public transport. Each settlement on Dartmoor has its unique features and identity, and therefore each settlement has its own set of issues that are important to that specific community. Common issues across communities include access to local services/facilities, employment in settlements and rural areas, public transport and traffic. The fewer employment opportunities has resulted in people out-commuting for employment, a lack of opportunity for young people and weaker economies for local settlements.
15. The area is characterised by the housing vacancy rate, which is higher than both the Devon and England average, and is attributed to the number of second homes and holiday lets within Dartmoor. The ratio between average house prices and average earnings in the National Park is high. Young people, seasonal staff and part time workers, and other key workers are priced out of Dartmoor as they cannot afford accommodation. Enabling people to continue to farm whilst providing the highest status of protection to the landscape remains a key issue for the review of the Local Plan.
16. A number of key health statistics in Devon are below or in line with the national averages; Dartmoor also has a lower than average Index of Multiple Deprivation score. Overall, 48% of Dartmoor National Park is designated as Access Land for the public, and therefore all residents and visitors have access to this land to use for recreational purposes.
17. Employment has been growing at around 2.8% per annum and the local economy is remaining resilient and benefitting from a diverse economic base. Many of the jobs in Dartmoor are in agriculture, forestry and fishing. There is net out commuting for work from Dartmoor for about 23% of workers and a key factor is to increase opportunities for home working. In 2015, over 2.3 million tourists visited the National Park, of which 2.05 million were day visitors and 263,000 were staying visitors (a 17% increase on 2009 indicating a growing trend).
18. Dartmoor is bordered to the north by the A30, to the south by the A38 and to the west by the A386. The A30 and A38 to the east provide access to the M5 at Exeter. The main A roads such as the A386 suffer from congestion; and the mode of transport for local people is private vehicles such as cars and vans. The public rights of way network is extensive with footpaths, bridleways and byways located across the National Park.
19. Transport is the highest source of energy consumption due to the rural nature of the area. Overall the climate of Dartmoor is changing, becoming warmer and wetter with a longer growing season – affecting biodiversity and farming. Whilst almost 50% of waste within Dartmoor was sent to reuse, recycling or compost (higher than the national average), rubbish can be an issue as a result of increased visitor numbers.

20. Without the Dartmoor Local Plan to guide and manage new development, pressures on important landscape, heritage and biodiversity assets may cause adverse effects that are difficult to mitigate; housing and employment will not be located in the most sustainable locations with accessibility to transport and community services.

Key Sustainability Issues, Problems and Opportunities

21. Key sustainability issues, problems and opportunities include the following:

Key Sustainability Issues

- New development has the potential for an unacceptable effect on the landscape or settlement character & their settings; high quality design is needed
- Farming practises and forestry activities should not result in landscape deterioration
- Light pollution from peripheral towns and cities, and development within the National Park, threatening the dark night skies, should be minimised
- Change of farmsteads to residential or holiday lets can harm the integration of farmsteads with the landscape
- Need to protect the internationally, nationally and locally designated biodiversity and geodiversity that covers much of the area
- Managing access so that designated sites, priority habitat and priority species are not negatively affected by recreational activities, whilst sustaining positive effects for the economy
- Encouraging sustainable farming and forestry practises
- Need to protect the range of extensive historical and archaeological features, both designated and undesignated
- Protecting historic farmsteads and farm buildings, and promoting the reuse of derelict or abandoned buildings without adverse effects on the character and cultural heritage
- New proposals for mining or quarrying operations should not negatively affect the special qualities
- Contributing to water quality improvement & more sustainable management of water; avoiding development in areas of flood risk
- An ageing population
- The decline of some rural settlements due to limited opportunities for appropriate full-time employment
- New development should be focussed in areas that are the most sustainable and have the capacity for change
- Net out-commuting for work, which may increase as peripheral towns and cities grow
- Relatively low wages and high house prices which may deter/prohibit young workers living in the National Park

- Almost half of businesses are small or micro, and there is a high level of self-employment
- Relatively high employment in agriculture, but this is forecast to fall
- 20-30% of employment is in tourism, with large-scale expenditure in the local economy by tourists, dominated by day visitors
- High dependence on private vehicle use with poor and infrequent public transport services – a common feature in rural Devon
- Risk of congesting road network in vicinity of new major developments on outskirts of National Park area
- Promote sustainable transport in the National Park
- Mitigating and adapting to the effects of Climate Change through appropriate design and siting of development
- Avoid inappropriate waste management facilities in the National Park

How has the DLP been assessed?

22. The proposed scope of the Sustainability Appraisal was set out in the SA Scoping Report, including details of how the draft plan would be assessed. An SA Framework was compiled, including SA Objectives that aim to resolve the issues identified for development planning in the DLP area. This SA Framework, together with the baseline information, comprised the basis for assessment, and is summarised in the following table:

No.	SA Objective
1	To conserve and enhance the landscape and settlement character of Dartmoor National Park
2	To conserve & enhance the character, safety & sustainability, of the built environment by raising the quality of design and construction
3	To protect, enhance and manage biodiversity & geodiversity for net gain
4	To ensure the protection, conservation, and enhancement of the historic environment & its setting
5	To protect and conserve soil, land and minerals
6	To promote efficient water use and improve water quality
7	To reduce the risk of flooding from all sources and manage flood risk more sustainably
8	To maintain and enhance community and settlement identities distinctive to Dartmoor
9	To support the provision & accessibility of services & facilities
10	To ensure that the housing needs of all National Park residents are met
11	To improve the health and wellbeing of communities and reduce inequalities
12	To promote & support the economy , especially key business sectors of tourism, agriculture, leisure/recreation & small businesses
13	To help reduce congestion , particularly on outskirts of the National Park, and reduce associated indirect impacts on air quality and greenhouse gas emissions

14	To encourage a change to sustainable transport modes and to reduce the need to travel
15	To reduce waste & promote reuse & recycling

23. Each developing element of the draft DLP, including potential site options and policies to manage proposed development, was subject to SA. Using the SA Framework of Objectives and decision-aiding questions, the baseline information, and professional opinion, the likely effects of the emerging draft DLP were assessed. The SA considered positive/negative, short/long term, and cumulative effects where possible, and according to categories of significance as set out in the following table:

Categories of Significance for SA		
Symbol	Meaning	Sustainability Effect
- -	Major Negative	Problematical & improbable because of known issues; mitigation likely to be difficult and/or expensive
-	Minor negative	Potential sustainability issues: mitigation and/or negotiation possible
+	Minor positive	No sustainability constraints and development acceptable
++	Major Positive	Development encouraged as would resolve existing sustainability problem
?	Uncertain	Uncertain or Unknown Effects
0	Neutral	Neutral effect

24. The SA made suggestions to the plan-making team for mitigating any significant negative effects identified, where possible, and any possibilities for enhancement, where relevant. Sustainability Appraisal is informed by the best available information and data. However, data gaps and uncertainties exist and it is not always possible to accurately predict effects at the plan level. For example, specific significance of effects on biodiversity, heritage assets, or changes to local level traffic flows may depend on more detailed studies and assessments that are more appropriately undertaken at the next stage of planning - at the site level. Climate change impacts are difficult to predict as the effects are most likely to be the result of changes at a cumulative and regional or national level, and therefore a precautionary approach that seeks to deliver best practice mitigation and adaptation is the most appropriate approach.

What reasonable alternatives have been considered and assessed?

25. The SA investigated four options for the Spatial Strategy, as follows:

Option 1: Current Two-Tier approach with 8 Local Centres; 34 Rural Settlements; everywhere else defined as Open Countryside – based on current services & facilities

Option 2: Two-Tier approach based more upon size, overall role, & capacity/sensitivity to growth, as well as an element of settlement services & facilities

Option 3: As Option 2 but splitting into Three Tiers – Local Centres, Rural Settlements, and Villages & Hamlets, plus the remaining Open Countryside

Option 4: A Spatial or Clustered approach recognising 10 clusters: East Dartmoor 1 & 2; South East Dartmoor; South West Dartmoor; Teign Valley; Bovey Valley; Upper Teign; North East Dartmoor; West Dartmoor; High Moor

26. Potential options for housing and employment land were investigated through plan-making and the SA tested those options that were considered to be reasonable alternatives – suitable and deliverable. The SA considered cumulative effects and the inter-relationships between sustainability topics and made comments with regard to any significant effects identified, where possible. The outline reasons for selection or rejection of site options and progression as proposals was set out in the SA Report. The findings of the SA informed this selection but they are not the sole source of information to inform decision-making as part of the plan preparation.

What are the likely significant effects of the draft DLP? How has the SA influenced the draft DLP?

27. Overall, the implementation of the policies and proposals presented in the draft DLP were found to have significant positive sustainability benefits, reflecting the iterative and ongoing inputs from the SA, the wider evidence base, and comments received through public and community consultations. The key positive effects are as follows:
- Major long term and cumulative positive effects through seeking to meet the special housing needs of the Dartmoor area - will also support economic objectives through supporting local people to live and work in the National Park; good quality housing will have direct cumulative positive effects on health and well-being
 - Ensuring that new development is located where supported by community services and facilities will promote positive effects
 - Support for the economy and employment – will also have further positive effects for health and wellbeing; also, for the character and vitality of settlements and the wider countryside
 - Landscape, character, biodiversity and historic/cultural assets and their settings are protected with at least neutral effects and no major significant negative effects predicted
28. Alongside the positive effects, some minor negative effects were also identified - as a result of the overall, cumulative effect of increased housing, employment and associated infrastructure development on the outskirts of the plan area through the Plymouth & SW Joint Core Strategy and the emerging Greater Exeter Strategic Plan. The key potential negative effects are summarised as follows:

- Cumulative negative effects on biodiversity through increased recreational disturbance – on internationally designated sites; also, on the wider biodiversity network and assets

How could negative effects be mitigated?

29. A key aspect of the SA process is to provide advice and recommendations to help mitigate identified negative effects - and to suggest possibilities to enhance positive effects. The policies and proposals presented in the draft DLP include findings arising from SA work undertaken. The findings of the SA helped the selection of potential site allocations by avoiding locations that might have significant negative effects, for example on internationally protected biodiversity, and also suggesting some site-specific recommendations that could provide mitigation measures.
30. Potential negative effects have been mitigated through strong policies that protect the natural environment and promote sustainable communities, whilst managing the Special Qualities of the National Park. The potential for increased recreational access and use may result in negative effects on the landscape, biodiversity and historic environment that provides the very attributes and attraction for visitors. The SA raised some concern over the potential cumulative effects of the extensive new development proposed by other plans around the outskirts of the National Park. The SA suggested that a Strategic Mitigation Plan could be considered with others that seeks to address such potential cumulative negative effects through a shared and equitable approach. The Dartmoor National Park Authority has confirmed that it will continue to liaise with relevant other local planning authorities and Natural England with regard to cumulative effects of recreational impacts arising from new development outside the Park, particularly for internationally designated sites.

EqIA & HRA

31. The equalities screening assessment has found that the draft DLP is unlikely to have negative effects on protected characteristics or persons identified under the Equality Act 2010 and thus a full EqIA will not be required. Overall, effects were compatible and positive, or not applicable, with regard to protected persons; no negative effects were identified.
31. The HRA screening identified that due to the small size and location of proposed new development in the DLP, and the limited potential environmental pathways for impacts to the European sites outside of the National Park, there were no Likely Significant Effects (LSEs) for air quality changes, disturbance, changes to water quality or levels, or habitat loss/fragmentation – alone or in-combination with other plans.
32. The screening assessment identified uncertainty with regard to the potential for LSEs associated with air quality, disturbance and habitat loss or fragmentation on the three SACs located within the DNPA boundary. This was

investigated further through appropriate assessment that determined that due to the small size and location of the proposed new development, together with policy mitigation, significant adverse impacts on air quality and habitat loss or fragmentation can be avoided, alone or in-combination with other plans. However, due to the extensive new development planned around the outskirts of the National Park through the Plymouth & SW JLP and the emerging GESP, the HRA concluded that there some uncertainty regarding in-combination effects on the integrity of SACs from recreational disturbance. The HRA recommended continuing liaison between the DNPA and neighbouring local planning authorities to develop further strategic mitigation measures.

Were there any difficulties encountered?

33. There were no significant technical difficulties encountered during the preparation of this SA. There are inherent difficulties in predicting the likely future baseline and assumptions were made using professional judgment. Some data gaps were identified – in particular for the significance of the wider biodiversity and historic resources.

Consultation

34. The proposed scope of the SA was consulted formally at the scoping stage in August 2017 with the statutory bodies (Historic England, Environment Agency, and Natural England) and through the DNPA's website for wider consultation with stakeholders and the public. Representations were received and minor amendments were made to the SA Scoping Report, including additional information for the baseline.
35. The Vision & Spatial Strategy Paper with the accompanying Initial SA Report (November 2017) were provided for consultation through the website in late 2017 for people to comment on if they wished. No specific comments on the SA, HRA or EqIA were received at this time. Consultation is a vital ongoing and iterative element of both the plan-making and the SA processes. The draft DLP and the accompanying SA Report (October 2018) were provided for consultation through the website in late 2018/early 2018. Comments received have been considered in the development of the Pre-Submission Draft Plan and the SA Report (June 2019).

Monitoring Proposals

36. Local planning authorities are required to produce Monitoring Reports (MRs) including indicators and targets against which the progress of the Plan can be assessed. There is also a requirement to monitor the predictions made in the SA and Government advises Councils to prepare a monitoring strategy that incorporates the needs of the two processes to make best use of shared information and resources. Monitoring proposals will be progressed, including

consultation, as the draft DLP progresses. The DNPA will prepare a monitoring strategy for the Local Plan that will include consideration of any specific requirements from the SA process.

Next Steps

37. The draft Dartmoor Local Plan to 2036 and this accompanying Sustainability Appraisal Report will be available for consultation during September to October 2019. Documents are available to download from the DNPA's website <https://www.dartmoor.gov.uk/living-and-working/planning/planning-policy/local-plan-review>. Any comments received on the SA will be submitted with the Regulation 19 Local Plan and supporting evidence to the Secretary of State. An independent examiner will be appointed in due course and hearing sessions will be undertaken at which the public and other interested stakeholders can attend.

Policy Area	Changes/Issues	Ref
Spatial Strategy	The Plan is moving to a 3 tier settlement hierarchy with the same 8 Local Centres, a new middle tier, where there will be more opportunity for small scale development than currently, and a lower tier which is similar to the current approach in smaller villages. The list is based upon the current (adopted) classified settlements, with the addition of Teign Village.	Policy 1.4
Major Development	A new and clearer Major Development policy is included, more clearly describing what Major Development in the National Park sense is, how a proposal is assessed to be Major Development, and the tests then applied.	Policy 1.5
Design	The design policy provides clearer and stronger language on design, in order to seek to achieve higher quality design and enable us to prevent poor quality development.	Policy 1.6
Sustainable development and climate change	Sustainable development and the policy response to climate change is woven through the Local Plan, and in particular reflected in the spatial strategy (1.4), sustainable construction (1.7), biodiversity and geodiversity (Section 2.3 and policy 2.2), water environment (2.9), sustainable transport (4.3), electric vehicle charging (4.5).	Multiple
Sustainable Construction	A <i>requirement</i> for sustainable construction is added, reflecting our ability to now require a level of energy efficiency above that of Building Regulations, helping to minimise our impact on climate change. The % requirement is not yet included in the draft Plan. Officers are seeking to maximise this figure through viability testing. The final % to be agreed by delegated authority.	Policy 1.7
Landscape	The policy for the protection of landscape character and quality remains robust, and the Landscape Character Assessment has been updated to ensure we continue to successfully defend important decisions.	Policy 2.1
Biodiversity Net Gain	A trailblazing policy responding to very recent government consultation. For small scale development a floorspace calculation and a number of enhancement options to keep a complex issue more simple. For larger proposals the Defra Net Gain Metric will be used to calculate a 10% net gain requirement.	Policy 2.3
Water Environment and Flood Risk	Following discussions with the Environment Agency a broader approach to the water environment is now included in a policy in the Environment chapter.	Policy 2.9
Size and Accessibility of new housing	The nationally described space standards are used to ensure homes are fit for purpose, but not excessive in size. A requirement for all homes to meet higher accessibility and adaptability standards reflects the need to respond to Dartmoor's ageing population needs.	Policy 3.2
Definition of 'Local'	In response to the projected loss of working age people, the new definition of 'Local' gives more weight to employment. It also extends the time for which people may have moved away from the National Park and still be considered 'Local' from 3 to 5 years.	Section 3.3
Definition of Affordable Housing	The definition of 'Affordable Housing' is amended to reflect the 2018 NPPF, but does make clear that in the National Park context we see affordable housing as, in principle, being retained in perpetuity. A relaxation on 80% staircasing restrictions for shared ownership housing is allowed in Local Centres and Rural Settlements, in order to support delivery.	Section 3.4 & Policy 3.1

Policy Area	Changes/Issues	Ref
Affordable Housing %	45% affordable housing on allocated sites and sites within settlements. A contribution-in-lieu is acceptable in certain circumstances. 100% affordable housing on exception sites, which may be reduced to 45% to provide necessary community infrastructure or employment space. Increased consideration of discount rates is now described, to ensure properties for discount sale are truly affordable.	Policy 3.3 – 3.5
Indicative Housing Number	The Plan sets an indicative number of 1,125 over the Plan period (65 per year) across the National Park. This is a small increase in response to strong demographic messages around the ageing population, falling household sizes, and the projected loss of working age people.	Policy 3.1
‘Local needs’ self and custom build housing	This is a new approach, separating ‘local’ needs housing from ‘affordable’ housing for the first time. The Plan will allow for small scale infill development of custom/self-build homes, where they are restricted to local occupancy only (not Affordable Housing). Custom/self-build can also come forward on other sites, with some allocated sites requiring an element of this type of housing.	Policy 3.6
Extensions and replacement dwellings	In order to prevent the housing stock becoming large and less affordable and to encourage churn in the housing market, cumulative extensions are not allowed. Policy limits total extensions to a 30% increase from the original house (or the house as it existed in 1995). This means homes which have already had a large extension(s) will not be able to extend further. The 30% limit also applies to replacement dwellings, making our approach on householder development consistent.	Policy 3.7 & Policy 3.8
Anti-severance for rural workers dwellings	In response to the sustained issue of farm holding break up, and subsequent applications for inappropriate new barns and dwelling, policy will now require that new rural workers dwellings are tied to the land through a legal agreement.	Policy 3.9
Size restriction for rural workers dwellings	Some proposals for rural workers’ dwellings significantly exceed typical house size, and impact on whole farm viability and make future conversion to affordable housing impossible. New rural workers dwellings are therefore restricted to 106m ² in line with government space standards	Policy 3.9
Barn conversions and residential annexes to support farming	Two new policies allow creation of new homes on a farm. Conversion of a historic building (often a barn) to local needs housing, to support diversification, OR a new annex to a farmhouse for rural worker accommodation. To prevent severance the accommodation will be tied to the farm holding	Policy 3.10 & Policy 5.8
Gypsy and Traveller, and Low Impact Development	The Plan retains the approach of a criteria based Gypsy and Traveller policy, but removes the complex scoring matrix. A policy for Low Impact Development is retained, and revised to relate it better to settlements, and make clear expectations on sustainability.	Policy 3.11 & Policy 3.12
Enabling Sustainable Transport	A new policy positively supports sustainable transport options, protects potential sustainable transport routes and requires applications to be informed by appropriate survey work	Policy 4.3
Electric Vehicle Charging Points	A new policy requires a proportion of electric vehicle charging points alongside off street parking on residential and commercial development, helping to support transition to a low carbon economy and minimise impact upon climate change	Policy 4.5
Access Network	Responding to the research carried out on the recreational impacts of new development outside the National Park, a new dimension to the access policy provides a ‘hook’ for cross boundary working towards mitigation (as described under Habitats Regulations Assessment, above)	Policy 4.9

Policy Area	Changes/Issues	Ref
Non residential Business and Tourism Development	The strategic policy for business and tourism development allows for greater opportunity for new businesses in the new middle settlement tier. In the lower tier and open countryside there are new opportunities for small-scale businesses to establish themselves in redundant buildings.	Policy 5.1
Shops and other active uses	In the shopping areas of Local Centres policy allows flexible change of use between shops, cafes, restaurants, and professional services. In all settlements the last shop, general store, or public house is protected.	Policy 5.3
Staff accommodation for serviced accommodation business	In response to consultation and the need to support local employers in the light of a falling working-age population, this policy enables serviced accommodation businesses, to provide accommodation for their staff.	Policy 5.5
New or extended minerals operations	An update to the previous 2004 Minerals Plan, this policy (and the Major Development Policy 1.5) will be critical in considering future minerals proposals.	Policy 6.1
Renewable Energy development	Consistent with the sustainable construction policy, the principle of reducing energy consumption first and then generating from renewable sources is reinforced, then small scale renewable energy development is encouraged where it does not harm the National Park's Special Qualities	Policy 6.6
Settlement Boundaries	Building on the success of Settlement Boundaries in Local Centres, the Local Plan includes boundaries for middle tier settlements to help policy interpretation.	Policy 7.1
Site allocations	The Plan allocates sites in Local Centres in order to provide communities with certainty, and ensure we are positively delivering the strategy. These typically require 45% affordable housing. Some other requirements may also be in place (such as highway work, or open space contributions). Sites should only come forward when there is an identified local need. Policy 7.1 describes 'site briefs' which we are preparing as an overview of the requirements for each allocated site.	Section 7

DARTMOOR NATIONAL PARK AUTHORITY

6 September 2019

**SOUTH HAMS SAC GREATER HORSESHOE BATS
HABITATS REGULATIONS ASSESSMENT GUIDANCE**Report of the Head of Forward Planning and Economy**Recommendation: That Members endorse the South Hams SAC Greater Horseshoe Bat Guidance****1 Background**

- 1.1 Special Areas of Conservation (SACs) are protected European sites designated under the Habitats Directive. These sites have been designated to strictly protect habitats and species listed as those being in most need of conservation at a European level and include Greater Horseshoe Bats following catastrophic declines during the last century.
- 1.2 South Hams SAC is thought to be home to the largest population of Greater Horseshoe Bat in the UK (just over 30%). Current figures suggest the South Hams SAC population stands at around 2,500 to 3,000. SACs form part of a network of designated sites across Europe and have the highest level of protection. Five Greater Horseshoe Bat roosts are designated as part of the SAC, it is considered a European stronghold, with the largest maternity colony in the UK, possibly in Europe, at Buckfastleigh.
- 1.3 The South Hams SAC has been designated (under the EC Habitats Directive and UK Habitats Regulations) by Natural England to help protect the bats and includes both maternity and hibernation roosts vital to the survival of the species.
- 1.4 The South Hams SAC differs from some other protected habitats, insofar as the designation covers only the roosts, whilst the success of the population is dependent on a much wider habitat. Overall, the integrity of the bat population is reliant upon an interlinked network of:
 - Roosts - structures used by bats for shelter and protection, including hibernation and raising young (maternity roosts)
 - Foraging habitat – areas where bats feed, including grazed pastures, the edges of broadleaved woodland, stream corridors and thick hedgerows, and
 - Commuting routes – the routes the bats use to move through the landscape, often using linear landscape features
- 1.5 Local Planning Authorities (LPAs) have a legal duty (under the Habitats Directive and Habitats Regulations) to ensure that there will be no adverse effect on the integrity of the South Hams SAC population of Greater Horseshoe Bats as a result of any plan or project. Any which will lead to an adverse effect on the integrity of the South Hams SAC will be refused, other than in exceptional circumstances.

2 The 2010 Natural England Guidance

- 2.1 LPAs must, before deciding to give consent to a development which is likely to have a significant effect on a European site, carry out an appropriate assessment of the development to establish that no harm will come to a European site or its qualifying species. The assessment process is referred to as Habitats Regulations Assessment (HRA).
- 2.2 In 2010 Natural England published planning guidance for developments falling within the South Hams SAC consultation zone encompassing 4km sustenance zones around designated SAC roosts, and a network of 500 m wide 'strategic flyways' linking designated roosts based on landscape features.
- 2.3 Whilst the 2010 guidance has provided a very helpful tool in guiding survey requirements for applications, it has become increasingly clear from survey data that outside of Sustenance Zones Greater horseshoe bats are widely dispersed across the landscape. This implies that large scale developments outside of sustenance zones and strategic flyways, could have a 'Likely Significant Effect' yet may not be subject to a detailed HRA, and thus may fall short of the requirements of the Regulations.

3 2019 South Hams SAC HRA Guidance

- 3.1 Since 2015 the South Hams SAC Steering Group has been working jointly in response to this. The Steering Group comprises Dartmoor National Park Authority, Devon County Council, Teignbridge District Council, Torbay Council, South Hams District Council and Natural England. The group has carried out a review of the guidance and detailed review of data upon which a revised guidance document has been based. It was initially proposed to publish the revised guidance as a joint Supplementary Planning Document (SPD).
- 3.2 In March 2018 DNPA Members approved a draft version of the South Hams SAC SPD for public consultation, as did each of the partner Local Planning Authorities. The SPD was then published for a period of public consultation, led by Devon County Council.
- 3.3 The main change from the 2010 guidance was the introduction of an area wide Landscape Connectivity Zone, described below.

4 Post consultation amendments

- 4.1 An amended version of the guidance has now been produced in light of consultation comments. The final guidance has responded to comments around its status, the preparation of additional technical advice notes, and carefully sets out the key change from the 2010 guidance, which is the Landscape Connectivity Zone.
- 4.2 All existing evidence (from research and records) indicates that the bats using this landscape are dispersed in low numbers, using a complex network of sheltered hedges, woodland edge, stream corridors etc. to move around the landscape. In order to maintain Favourable Conservation Status of the population it is therefore important that we keep sufficient connectivity across the whole of this landscape

(allowing landscape scale permeability), rather than just protecting a number of flyways.

- 4.3 Outside the 4km Sustenance Zone, the proposed Landscape Connectivity Zone has been redrawn using best available evidence and following the precautionary principle, to encompass a 10km radius from designated maternity roosts. The 10 km radial zone from the roost is based on an evidence review of the latest professional and best-practice advice, with the aim of maintaining habitat links through the area.
- 4.4 A further change arising from the shift away from flyways and to the landscape connectivity zone is how applications are screened for HRA. Currently, any application affecting a flyway requires HRA. Once the Guidance is in place, HRA will be limited to those applications picked up by the flow chart shown on Page 11 of Appendix 1. This approach better reflects how different types of uses have different impacts on greater horseshoe bats, thereby reducing the burden for applications where there is likely to be no impact and ensuring that other applications which may have an impact will have an HRA, regardless of whether or not they fall within a tightly defined flyway.

5 Advice Notes

- 5.1 The consultation document referenced a series of Advice Notes on topics such as lighting, survey and greater horseshoe bat ecology. However, the purpose of the document is to act as a simple stand-alone source to give planning officers, applicants and professionals clear and concise guidance on where and which developments may have a significant effect on the South Hams SAC Greater horseshoe bat population. The document is not intended to be technical guidance reliant on advice notes.
- 5.2 References to advice notes have therefore been removed from the document. Whilst it is the ambition of the Steering Group to produce informal help notes on an on-going basis, it is a matter for applicants to employ their own ecological experts to ensure that development is sufficiently and appropriately mitigated so that the LPA can establish beyond reasonable doubt that no harm will come to the South Hams SAC population of Greater horseshoe bats.

6 Status

- 6.1 The partner authorities originally consulted on a document envisaged to be a Supplementary Planning Document (SPD). However, following the receipt of consultation responses and a review of legal challenges taking place elsewhere in the country on the legality of SPDs, further consideration has been given to the scope and status of the document.
- 6.2 Case law has confirmed (in relation to the Planning & Compulsory Purchase Act 2004 Regulations and the Town and Country Planning (England) Regulations 2012) that it is not possible to provide SPD as the basis on which planning applications can be determined. Decisions can only be made on the parent policy to which the document relates (i.e. adopted local plan policy DMD14 and, in time, emerging Strategic Policy 2.2).

- 6.3 It has never been the intention for the guidance to introduce policy. Instead, the guidance will help inform which developments are likely to require a HRA at an early stage and provide advice on information applicants may need to submit with their planning application. The guidance will be used primarily at validation stage for planning applications received by the partner authorities to decide whether an HRA is required.
- 6.4 It will be given the equivalent weight to the outgoing South Hams SAC Greater Horseshoe Bat Consultation Zone Planning Guidance published by Natural England in 2010 (which was also not an SPD).

7 The Dartmoor Local Plan

- 7.1 As guidance, the document carries lesser weight in decision making compared with an SPD, or a Development Plan Document (i.e. a local plan). DNPA is at an opportune point in the preparation of the Local Plan, and has, within the final draft (Regulation 19) Local Plan included reference to a consultation zone for the South Hams SAC, which aligns with the outer Sustainance Zone set out in the guidance. This will add a further element of weight to the consideration of a wider area of potential impact around the designated SAC sites, and may 'pave the way' for other Authorities to follow suit, and potentially progress more formal guidance in the future.

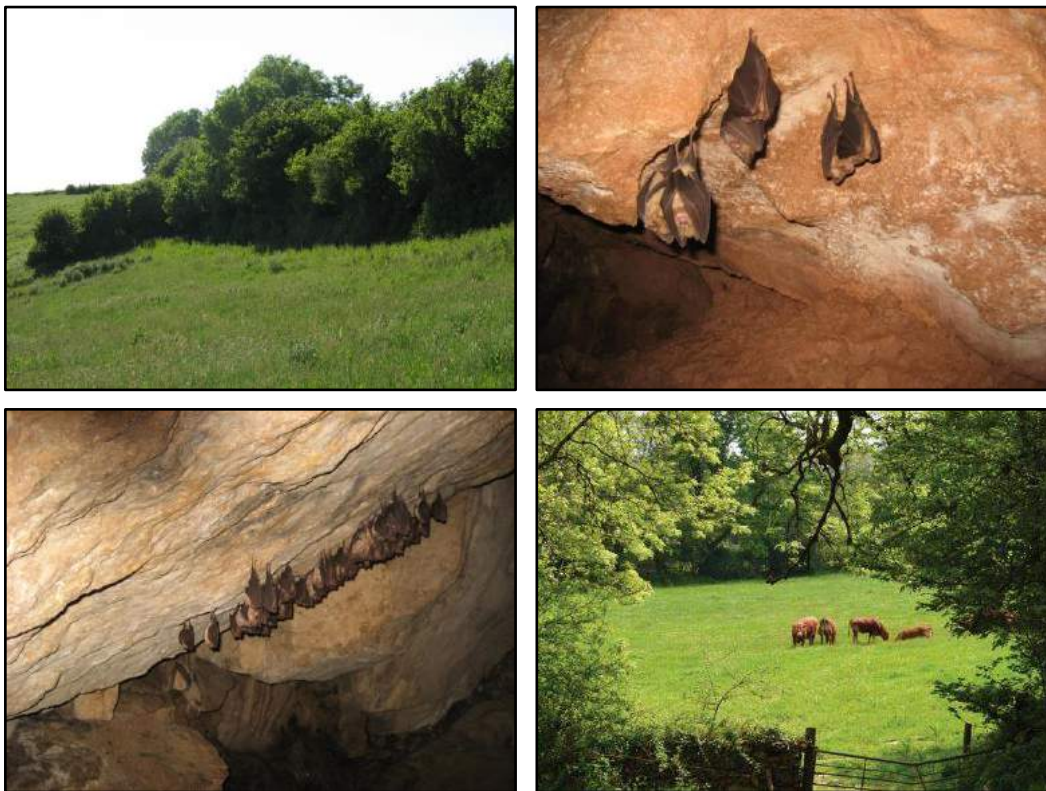
8 Conclusion

- 8.1 This Guidance is the product of a significant amount of joint work of several years. It seeks to provide clarity and appropriate protection for the South Hams SAC at a level deemed appropriate by officers following extensive review and consultation. Members are invited to join the other partner Authorities in endorsing the South Hams SAC Guidance.

DAN JANOTA

South Hams Special Area of Conservation (SAC)

Greater Horseshoe Bats



Habitats Regulations Assessment Guidance

June 2019



Photo credit: Dave F Wills

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1 Introduction

Every effort has been made to avoid technical terms and acronyms in this document. However, some terms and acronyms have had to be included due to the technical nature of this document and to reduce its length. Technical terms are highlighted in **orange text** when first used and defined, along with any acronyms, in the Glossary.

1.1 South Hams SAC and greater horseshoe bats

- 1.1.1 Greater horseshoe bats are one of Britain's rarest bats and are confined to South West England and South Wales [1]. Over 2500 greater horseshoe bats are found in South Devon (a significant proportion of the British population) and the Buckfastleigh **maternity roost** is thought to be the largest in Europe [2].
- 1.1.2 The **South Hams Special Area of Conservation (SAC)** has been designated, in part¹, to ensure the **favourable conservation status** of this population of greater horseshoe bats. SACs, sometimes referred to as **European Sites**, form part of a network of designated sites across Europe. They are designated under the EU **Habitats Directive** and UK **Habitats Regulations**.
- 1.1.3 This legislation requires **Local Planning Authorities (LPAs)**, and other **competent authorities**, to assess **plans or projects** which may have a likely significant effect on a European Site, alone or in-combination with other plans or projects. Such plans or projects can only proceed if the competent authority is convinced they will not have an **adverse effect on the integrity** of a European Site, other than in exceptional circumstances [3]. These requirements are known as **Habitats Regulations Assessment (HRA)** requirements [4] [5] [6].

1.2 What is the purpose of this document?

- 1.2.1 This document is aimed at those preparing and validating **planning applications** in the South Devon area which may impact on the South Hams SAC population of greater horseshoe bats. It provides advice on which applications may have a likely significant effect on the SAC greater horseshoe bat population. It also provides advice on the information that applicants may need to submit with a planning application in order for the LPA to undertake an HRA.
- 1.2.2 This guidance is relevant to five LPA areas: Dartmoor National Park Authority, Devon County Council, South Hams District Council, Teignbridge District Council and Torbay Council (referred to in this document as the LPAs) – see Figure 1. Contact details for the LPAs are given in Appendix 1.

¹ The South Hams SAC is also designated to protect habitats including sea cliffs, heathland, semi-natural grasslands, scrub, caves and woodland see <http://publications.naturalengland.org.uk/publication/6279422093033472>

- 1.2.3 By providing clarity on HRA requirements, the guidance aims to reduce costs and unnecessary delays to both applicants and LPAs.
- 1.2.4 This document updates and replaces the South Hams SAC Greater Horseshoe Bat Consultation Zone Planning Guidance published by Natural England in 2010 [7]. The update takes on board feedback from applicants, consultants and planners as well as new data and knowledge on greater horseshoe bats. For those familiar with the 2010 Guidance, an explanation of changes is provided in Appendix 2.
- 1.2.5 This approach taken here can also be used to identify other plans or projects that may be required to meet HRA requirements relating to the South Hams SAC greater horseshoe bat population.
- 1.2.6 Additional advice on technical issues such as lighting will be added to the Devon County Council website as required at:
<https://new.devon.gov.uk/environment/wildlife/wildlife-and-geology-planning-guidance>
- 1.2.7 This guidance relates specifically to HRA requirements relating to the South Hams SAC greater horseshoe bat population. However, it is important to remember that all bats, including greater horseshoe bats, along with their breeding sites and resting places, are fully protected through separate legislation. The presence of any protected species is a **material consideration** when an LPA is considering a proposal that, if carried out, would be likely to result in harm to the species or its habitat [5] [8]

1.3 What are the HRA requirements for Local Planning Authorities and Applicants?

Local Planning Authorities

- 1.3.1 Simplistically, HRA requirements for LPAs include screening followed, if necessary, by an **appropriate assessment**. For more information please see Defra guidance (please note that this is draft)
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/82706/habitats-simplify-guide-draft-20121211.pdf
 - **Stage 1 – HRA Screening:** An assessment of whether the proposal will, on its own or in-combination with other plans or projects, have a likely significant effect on the SAC's population of greater horseshoe bats before avoidance or reduction measures have been taken into account.

The flow chart in section 3 should be used to identify whether an application may have a likely significant effect on the South Hams SAC greater horseshoe bat population. Where it is clear that there is no likelihood of significant effect there is no need for further screening. However, where there may be a likely significant effect the LPA will need to use information provided by the applicant to undertake a **detailed HRA** screening. Where screening cannot rule out a likely significant effect then appropriate assessment must be carried out.

 - **Stage 2 - Appropriate Assessment:** An assessment of whether the proposal will adversely affect the integrity of the European Site taking into account avoidance and/or reduction measures. The Precautionary Principle applies, so

to be certain, the LPA should be convinced that no reasonable scientific doubt remains as to the absence of such effects.

The LPA must secure any required avoidance and *mitigation* measures e.g. through conditions attached to the planning permission, or a legal obligation agreed with the applicant.

Note that for the purposes of this document the term detailed HRA refers to both detailed *HRA screening* (where, using the Flow Chart in Section 3, likely significant effect cannot be immediately screened out) and, when required, appropriate assessment.

Applicants

- 1.3.2 It is the applicant's responsibility to provide the LPA with sufficient information to enable them to undertake HRA requirements.

Information provided in this document

- 1.3.3 To help LPAs and applicants meet these requirements, this document includes:

Section 2

Background information on the South Hams SAC Greater Horseshoe Bat Consultation Area.

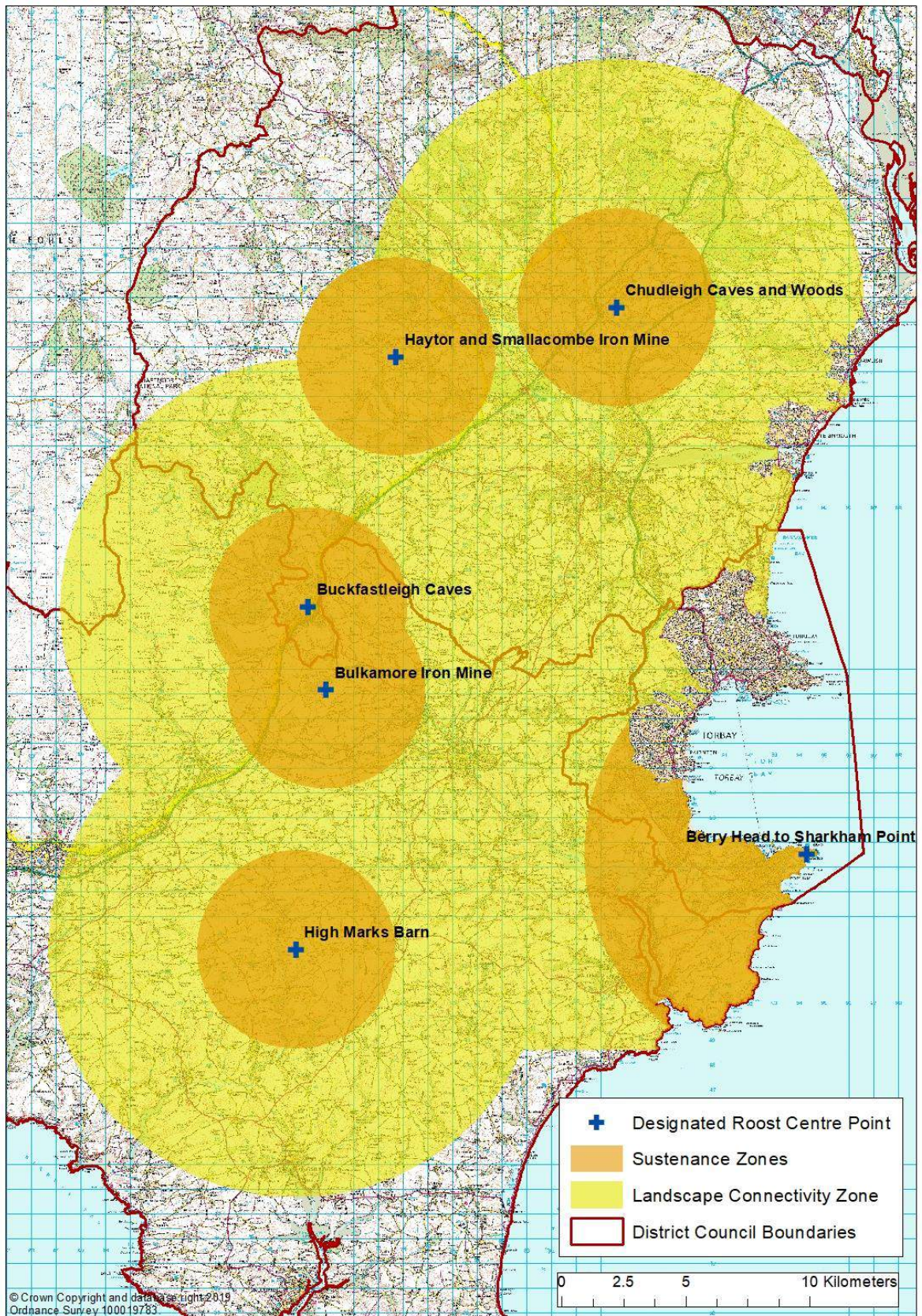
Section 3

A flow chart to help clarify when an application may have a likely significant effect on a European Site and therefore when detailed HRA is required.

Section 4

Guidance on the information required from the applicant.

Figure 1: South Hams SAC greater horseshoe bat Consultation Area
For a more detailed map see: <http://map.devon.gov.uk/DCCViewer>



2 The South Hams SAC Consultation Area

2.1 General greater horseshoe bat ecological requirements

2.1.1 Greater horseshoe bats use a network of Roosts, **Foraging Habitats** and **Commuting Routes**. Definitions of these features are given below. Greater horseshoe bats are very sensitive to light levels and avoid lit areas [9].

Roosts - structures used by bats for shelter and protection

2.1.2 A variety of structures are used throughout the year for hibernating, raising young bats (maternity roosts), feeding, mating and resting. Greater horseshoe bats can live in excess of 30 years and remain faithful to their roosts for generations. Large numbers of bats can be found in **hibernation roosts** (used by bats during the winter) and maternity roosts (used during the summer by mothers and their young, some males may also be present). Other roosts tend to be used throughout the year by individuals or small numbers of bats at a time [10,11].

Foraging Habitat – areas where bats feed

2.1.3 Greater horseshoe bats feed in different habitats during the year as availability of their prey changes. Examples of Foraging Habitats include cattle grazed pastures, meadows, the edges of broadleaved woodland, stream corridors, wetlands, tree lines, tall and thick hedges, scrub, orchards and parklands - any places where prey is found (moths, dung beetles, cockchafer beetles and dung flies, crane flies, parasitic wasps and caddis flies) [12,13]. Adult greater horseshoe bats using maternity roosts largely forage within 4km of the roost while juveniles hunt mainly within 1km of the roost and are highly dependent on grazed pasture [12,13].

Commuting Routes - the routes bats use to move through the landscape, often linear landscape features.

2.1.4 Greater horseshoe bats have a 'weak' **echolocation** call (which bats use to navigate). They therefore generally fly close to the ground (up to ~ 2m) and close to linear landscape features such as hedges, woodland edge and vegetated watercourses which they use for navigation. Bats may use different Commuting Routes at different times of the year [11].

2.2 The South Hams SAC Greater Horseshoe Bat Consultation Area

2.2.1 The South Hams SAC Greater Horseshoe Bat **Consultation Area** (referred to in this document as the Consultation Area) has been developed to help clarify where and when impacts, on Roosts, Foraging Habitat and Commuting Routes, may have a likely significant effect on the SAC greater horseshoe bat population. The Consultation Area is shown on Figure 1 and consists of the features discussed below.

Designated Roosts - the six maternity and/or hibernation roosts designated as **SSSIs** and believed to support an important proportion of the total greater horseshoe bat population across South Devon.

2.2.2 Five of the **Designated Roosts** are included within the South Hams SAC designation. The sixth roost at High Marks Barn SSSI is considered integral to the SAC population. It was not included in the original SAC designation but is part of the SAC Consultation Area. The six Designated Roosts are listed in Table 1 and shown on Figure 1.

2.2.3 Proposals impacting on these roosts may have a likely significant effect on the SAC greater horseshoe bat population – see the flow chart in Section 3.

Table 1: The Designated Roosts

Site Name	Roost description	Maternity	Hibernation
Berry Head to Sharkham Point SSSI and NNR	Caves on sea cliffs	✓	✓
Buckfastleigh Caves SSSI (supports the largest known maternity roost in the UK)	Cave complex and barns	✓	✓
Bulkamore Iron Mine SSSI	Large disused mine		✓
Chudleigh Caves and Woods SSSI	Cave complex	✓	✓
Haytor and Smallacombe Iron Mines SSSI	Disused mines		✓
High Marks Barn SSSI (supports the second largest maternity roost in England)	Large agricultural barn	✓	

Sustenance Zones - the area within 4km of the Designated Roosts which includes critical Foraging Habitat and Commuting Routes². See Figure 1.

2.2.4 The **Sustenance Zones** are based on research which shows that on average adult greater horseshoes using maternity roosts largely forage within 4km of the roost [12,13,14,15,16,17,18,19]. Due to the difficulties in monitoring hibernating bats, the distances which they travel from hibernation roosts to forage in the winter is currently unknown. It is possible that due to weather conditions, and the weaker physical condition of bats during the winter, they may forage closer to roosts within the hibernation Sustenance Zones. This needs to be considered when assessing impacts and carrying out HRA.

2.2.5 Proposals impacting on Foraging Habitat and Commuting Routes in Sustenance Zones may have a likely significant effect on the SAC greater horseshoe bat population – see the flow chart in Section 3.

2.2.6 Note that urban areas within Sustenance Zones may provide less suitable conditions for greater horseshoe bats.

² Due to its location next to the sea and urban development within Brixham Town the Berry Head Sustenance Zone is based on a sustenance area equivalent to a 4km radius circle. Note

Landscape Connectivity Zone - The area that includes a complex network of Commuting Routes used by the SAC population of greater horseshoe bats and providing connectivity between the Designated Roosts. See Figure 1 and Appendix 2 for further explanation.

- 2.2.7 Evidence from records held by Devon Biodiversity Records Centre and research conducted by the University of Sussex [20] indicate that greater horseshoe bats commuting through the **Landscape Connectivity Zone** are dispersed and found in relatively low numbers compared to within the Sustenance Zone. Only proposals which could severely restrict the movement of bats at a landscape scale (impacting on landscape scale permeability) may, therefore, have a likely significant effect on the SAC greater horseshoe bat population – see the flow chart in Section 3.
- 2.2.8 Pinch points - known, or potential, Commuting Routes which are restricted e.g. due to urban encroachment or proximity to the sea / estuaries.
- 2.2.9 Further restriction of **Pinch Points** could severely restrict the movement of bats and may therefore have a likely significant effect on the SAC greater horseshoe bat population – see the flow chart in Section 3.

Existing Mitigation Features – can include roosts, Commuting Routes and Foraging Habitat created, enhanced or protected to meet HRA greater horseshoe bat requirements for approved development.

- 2.2.10 Impacts on these features may have a likely significant effect on the SAC greater horseshoe bat population – see the flow chart in Section 3.

Designated Roosts, Sustenance Zones, the Landscape Connectivity Zone, Pinch Points and **Existing Mitigation Features** (greater horseshoe bats) are all shown on the Devon County Council (DCC) Environment Viewer at:
<http://map.devon.gov.uk/DCCViewer>.

Where new Pinch Points and Mitigation Features are identified they will be added to the Viewer. Foraging Habitats and Commuting Routes are not mapped on the Viewer. For records of greater horseshoe bats please contact Devon Biodiversity Records Centre (contact details in Appendix 1).

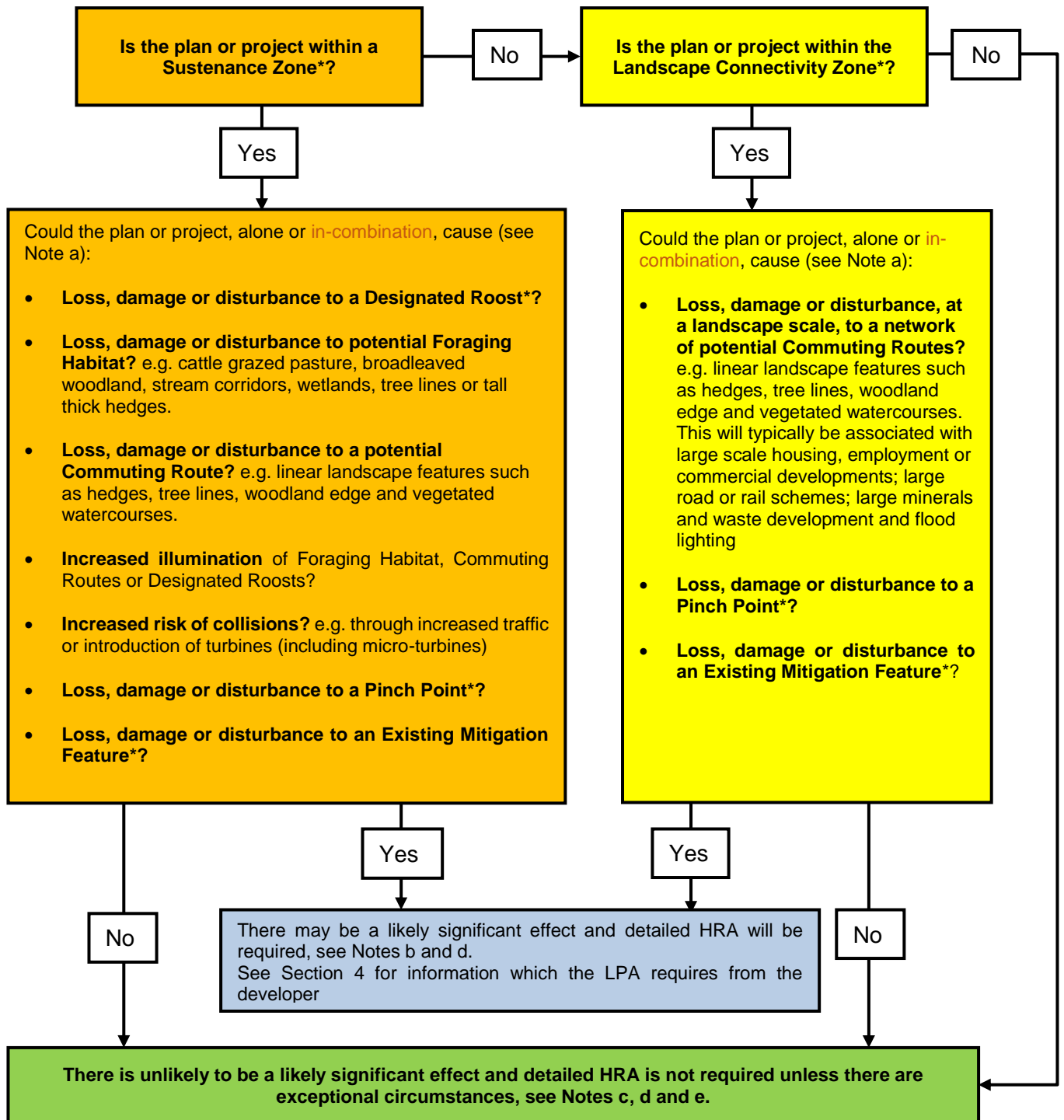
3 Flow chart

3.1 Clarifying when an application may have a likely significant effect on the South Hams SAC greater Horseshoe bat population

- 3.1.1 As early as possible in planning of a development (pre-application stage) the LPA and applicant should discuss the proposal and, using existing knowledge, follow the Flow Chart and associated Notes below to clarify whether there may be a likely significant effect on the SAC. Please remember that this Flow Chart only relates to the South Hams SAC greater horseshoe bat population.

that the boundaries of all the Sustenance Zones have changed slightly from those within the 2010 South Hams SAC guidance (see Appendix 2).

*Feature is mapped on the DCC environment viewer at <http://map.devon.gov.uk/DCCViewer>



3.1.2 Flow Chart Notes:

- a. If there is any degree of uncertainty regarding how to answer questions in the flow chart e.g. whether there is loss, damage or disturbance to a potential Foraging Habitat or Commuting Route, an ecologist should be consulted. Examples of how a proposal could adversely affect greater horseshoe bat habitats include:
 - Foraging Habitat
 - Building on pasture, wetland, or converting to improved grassland
 - Felling woodland
 - Altering drainage of wetland areas.
 - Indirect impacts that would lead to deterioration of the feature e.g. introducing public access to a Foraging Habitat
 - Increased illumination of Foraging Habitat through internal, external and vehicular lighting sources.
 - Commuting Routes
 - Removal of a hedgerow / tree line
 - Increased illumination of sections of hedgerow/tree lines, including from internal, external and vehicular lighting sources
 - Building in close vicinity to a hedgerow / tree line
 - Having an indirect impact e.g. a change in management to hedgerows bordering residential gardens.
- b. It may be possible for the LPA to screen out **likely significant effects** relatively quickly where it is considered that, due to factors such as location, site characteristics, size/type of the application or numbers of greater horseshoe bats found the proposal will not have a likely significant effect on the SAC greater horseshoe bat population.
- c. Detailed HRA may be required in circumstances not listed on the flow chart if, following survey, the LPA or Natural England consider that the development could have a likely significant effect on the SAC population of greater horseshoe bats. This could include the discovery of a roost which is likely to provide significant functional support to the SAC (e.g. a roost which meets SSSI criteria or a significant mating site) or the in-combination impacts of small projects in the Landscape Connectivity Zone.
- d. Where detailed HRA is not required the LPA should formally record that likely significant effects have been screened out.
- e. Note that the applicant and LPA must ensure that other wildlife impacts (including impacts on bats as **European Protected Species**) are identified and mitigated appropriately through the planning process. See the Devon County Council website and Natural England standing advice for more information - <https://new.devon.gov.uk/wildlife-and-geology-planning-guidance> and <https://www.gov.uk/guidance/bats-surveys-and-mitigation-for-development-projects>

4 Information required for detailed HRA

4.1 Overview

Please note that the following information only relates to the HRA in relation to the South Hams SAC greater horseshoe bat population. For the majority of applications, the information provided by the applicant for HRA will form part of a broader Ecological Impact Assessment.

Pre-application Stage

- 4.1.1 Where detailed HRA screening is required the applicant should commission a suitably qualified ecological consultant, with experience of greater horseshoe bat survey and mitigation, to provide the LPA with the following:
- Greater horseshoe bat survey results and analysis, where required (see Section 4.2 below)
 - Impact Assessment
 - Avoidance, mitigation measures and monitoring details (see 4.3 below)
- 4.1.2 LPAs cannot recommend consultants but can provide a list of ecological consultants known to them. See: <https://new.devon.gov.uk/environment/wildlife/wildlife-and-geology-planning-guidance>
- 4.1.3 The information provided should be up to date and follow current published guidance³. Departures from published guidance need to be fully justified in writing and agreed with the LPA.
- 4.1.4 It is advised, particularly for large or complex applications, that applicants seek pre-application advice on HRA requirements, survey and potential avoidance/mitigation measures from the LPA as well as from Natural England's Discretionary Advice Service. If detailed HRA is required and insufficient information is submitted the LPA may be unable to validate the application or may need to request further information or new mitigation measures which could affect design/layout. These scenarios may lead to delays and increased cost.
- 4.1.5 Applicants and LPAs should use Natural England's Conservation Objectives and related Supplementary Advice for the South Hams SAC when developing and assessing an application which may affect the SAC. See <http://publications.naturalengland.org.uk/publication/6279422093033472>

³ Including guidance from the Chartered Institute for Ecologists and Environmental Managers (CIEEM) <https://www.cieem.net/> and the [British Standard for Biodiversity](#) (BS 42020:2013).

- 4.1.6 Outline applications are subject to HRA requirements. It is acknowledged that not all design and layout details will be known. However, where detailed HRA is required appropriate survey must be undertaken and any required avoidance/mitigation measures and principles secured (such as locations of areas safeguarded from detrimental light spillage) in order to provide the LPA with the confidence required that there will be no likely significant effect or, (where appropriate assessment is required) no adverse effect on the SAC greater horseshoe bat population. These measures and principles must then be followed when developing details for the reserved matters application.

Submission of a Planning Application

- 4.1.7 The applicant submits the information required for HRA as part of the planning application. If insufficient information is supplied, the LPA may not be able to validate the application.

Use of HRA in Determining a Planning Application

- 4.1.8 The LPA uses the information provided to undertake an HRA and, when required, consults Natural England. Note: The LPA must consult Natural England on all Appropriate Assessments.
- 4.1.9 If insufficient information has been supplied the LPA may have to request further information. This can lead to a delay in determining the application.
- 4.1.10 The LPA will secure any mitigation measures required to ensure the project will not adversely affect the integrity of the SAC via conditions and/or legal obligations agreed with the developer.
- 4.1.11 If the LPA is unable to conclude that the application will have no adverse effect on the integrity of the South Hams SAC, the application will be refused (except for in exceptional circumstances) [3].

4.2 Survey Requirements

- 4.2.1 Current national guidance should be followed as well as any local guidance. At time of writing this is Bat Surveys for Professional Ecologist, Good Practice Guidelines (Bat Conservation Trust, 2016). Exact survey requirements will need to reflect the sensitivity of the site and the nature, location and scale of the proposals. Early dialogue with the LPA and Natural England is therefore encouraged.
- 4.2.2 There is currently no national guidance available to inform winter bat activity surveys in the Sustenance Zones around hibernation roosts. Some foraging will occur during hibernation but at reduced rates to other times of year. The ecological consultant should discuss and agree any winter survey requirements with the LPA and Natural England.
- 4.2.3 Survey that is more than 2/3 years old will generally be considered out of date as per the *British Standard for Biodiversity* BS 42020, however see para 4.2.5.

- 4.2.4 Surveys and assessment of the results should be informed by any relevant greater horseshoe bat data from Devon Biodiversity Records Centre (see contact details in Appendix 1) and from projects within the vicinity of the proposal where data are available. New bat data should be shared with the Devon Biodiversity Records Centre in accordance with good practice guidelines.
- 4.2.5 In some circumstances it may be possible for the LPA and Natural England to agree to mitigation requirements without the need for a survey / full survey. Note that HRA will still be required. Circumstances may include:
- A minor development proposal where there is certainty (as evidenced by a competent ecological consultant) that impacts on greater horseshoe habitat can be avoided or are negligible.
 - A situation in which survey (or further survey) would not contribute further to the identification of impacts and avoidance/mitigation requirements.
 - A situation in which the LPA and Natural England agree that there is sufficient existing survey information for the site (see British Standard for Biodiversity BS2020 for more information).

4.3 Avoidance, Mitigation and Monitoring Principles

- 4.3.1 The development should be designed (using the 'mitigation hierarchy'⁴ as the standard approach) to avoid impacts through:
- Avoiding loss, damage or disturbance to greater horseshoe bat roosts, Foraging Habitats and Commuting Routes and maintaining connectivity to offsite habitats.
 - Where appropriate, creating sufficiently wide and dark buffers along or around habitats to protect them from impacts.
 - Designing any lighting schemes to prevent impacts on known or potential greater horseshoe bat habitat.
 - Designing the scheme to avoid future impacts e.g. impacts from the future introduction of householder lighting, safety lighting or householder hedge management.
- 4.3.2 Where it is not possible to avoid all impacts the applicant should put forward measures to reduce impacts (mitigation) and ensure no adverse effect on the integrity of the SAC. Required measures may include:
- Creating or enhancing new dark corridors through the development site to maintain a connected network of Commuting Routes for bats.

⁴ See Guidelines for Ecological Impact Assessment in the UK and Ireland (September 2018) Chartered Institute for Ecologists and Environmental managers (CIEEM) <https://www.cieem.net/> and the British Standard for Biodiversity (BS 42020:2013)

- Creating or enhancing new Foraging Habitat in suitable locations within the same Sustenance Zone.
- Maintaining Commuting Routes across road and transport routes by creating safe greater horseshoe bat crossings following best practice. This could include, for example, culverts, underpasses and green bridges.
- Imposing controls or restrictions on relevant operations, e.g. cutting turbine speeds.
- Creating or enhancing a roost.
- Contributing to any South Hams SAC strategic greater horseshoe bat fund which combines funding to deliver permanent high-quality greater horseshoe bat habitat and roosts in priority locations to increase population resilience. The LPAs will provide further advice where this is relevant.

4.3.3 There must be sufficient certainty that mitigation measures will be effective in ensuring no adverse effect on the integrity of the SAC and that they can be delivered. For example:

- Measures must be in place and functioning before impacts occur.
- All financial and legal details relating to the delivery of mitigation requirements must be clear.
- Measures should be secured and implemented to reflect the duration of the impacts. Where impacts are permanent and irreversible measures will need to be secured *in-perpetuity*.

4.3.4 All mitigation should follow current best practice.

4.3.5 Mitigation measures must be considered in the context of the wider area e.g. Commuting Routes through a development site must connect to routes outside the site.

4.3.6 Monitoring (which ensures that mitigation has been carried out as agreed and is effective) and appropriate follow up measures must be agreed with the LPA and implemented by the developer. Any required remedial measures must be completed to a timetable agreed with the LPA.

4.3.7 All avoidance, mitigation and monitoring information (relating to purpose, timing, delivery, long-term management etc) must be provided to the LPA in appropriate detail, at the agreed stage in the planning process, and in an agreed format. Generally, information required for the LPA to assess the planning application should be included in an Ecological Impact Assessment or, when required, an Environmental Statement. Further detailed information may be required through conditions imposed on any planning permission and in documents such as a Construction Environmental Management Plan (CEMP), and Landscape and Ecological Management Plan (LEMP).

Note: Whilst not required for HRA both the developer and LPA should seek enhancements for greater horseshoe bats in line with any national and local net gain policy and guidance.

5 Reviewing the South Hams SAC HRA Guidance

This guidance will be reviewed and updated as required. This may be as a result of national policy or legislative changes, the discovery of a greater horseshoe bat roost which meets the criteria for SSSI designation, or evidence of greater horseshoe bats from the SAC population using areas outside the Landscape Connectivity Zone where evidence indicates there is a functional link to the South Hams SAC.

The DCC Environment Viewer will be updated to show new Pinch Points or Mitigation Features.

Glossary

Adverse effect on integrity	Where the competent authority is unable to confirm that the plan or project, without taking into account measures to avoid or reduce harmful effects (mitigation), will not have a likely significant effect on the SAC then the LPA will ask for further information in order to undertake an appropriate assessment and ensure that the plan or project will not have an adverse effect on the integrity of the site. The integrity of a European site can be defined as, ‘the coherence of its ecological structure and function, across its whole area, which enables it to sustain the habitat, complex of habitats and/or the levels of populations of the species for which it was classified.’ [5] In practical terms this means the habitats necessary to maintain a healthy and viable population of greater horseshoe bats.
Appropriate Assessment	Stage 2 of HRA requirements required where a likely significant effect, alone or in-combination, can’t be ruled out. An assessment of whether the proposal will adversely affect the integrity of the European Site taking into account avoidance and/or reduction measures. The Precautionary Principle applies, so to be certain, the LPA should be convinced that no reasonable scientific doubt remains as to the absence of such effects.
British Standard for Biodiversity	BS42020 – The first British Standard on biodiversity management. Consistent with the European Biodiversity Strategy and UN Aichi targets. The British Standard offers a coherent methodology for biodiversity management.
Commuting Routes	Linear features used as flight lines by greater horseshoe bats e.g. hedgerows, tree lines, woodland edge and vegetated watercourses.
Competent Authority	For the purpose of the Habitats Regulations, a Competent Authority includes any Minister of the Crown, government department, statutory undertaker, public body of any description or person holding a public office. For planning applications, the Competent Authority would typically be the relevant Local Planning Authority.
Consultation Area	The combined area of the Sustenance Zone and Landscape Connectivity Zone (Figure 1). Based on current evidence the LPAs consider that applications outside the consultation zone will not have a likely significant effect on the South Hams SAC population of greater horseshoe bats.
Designated Roosts	The six greater horseshoe bat maternity and/or hibernation roosts designated as SSSI. These are thought to support an important proportion of the total greater horseshoe bat population across South Devon. Five of the roosts are within the South Hams Special Area of Conservation. See Figure 1.
Detailed HRA	Where it is clear from the Flow Chart in Section 3 that the application may have a likely significant effect on the South Hams SAC, alone or in-combination with other plans or projects, the LPA will need sufficient information from the applicant to produce a detailed HRA screening,

	and then, when necessary, an appropriate assessment. These two stages are referred to in this guidance as 'detailed HRA'.
Echolocation	The sonar-like system used by bats to detect and locate objects by emitting usually high-pitched sounds that reflect off the object and return to the animal's sensory receptors, either their ears or in the case of horseshoe bats, their nose 'leaves'.
European sites (sites protected under European legislation)	Sites within the European Union (EU) network of classified Special Protection Areas (SPAs) and Special Areas of Conservation (SACs) designated under Article 4 of the EU Habitats Directive (EEC/92/43). Also referred to as Natura 2000 sites.
European Protected Species	Species of plants and animals (other than birds) protected by law through the European Union and listed in Annexes II and IV of the European Habitats Directive.
Existing Mitigation Features (greater horseshoe bats)	Roosts, Commuting or Foraging Habitat created, enhanced or protected to meet Habitats Regulations requirements for approved projects relating to the South Hams SAC greater horseshoe bat population.
Favourable Conservation Status	Article 1 of the Habitats Directive defines conservation status for habitats as "the sum of the influences acting on a natural habitat and its typical species that may affect its long-term natural distribution, structure and functions as well as the long-term survival of its typical species. Furthermore, the Directive states that the conservation status may be considered 'favourable' when: (a) its natural range and areas it covers within that range are stable or increasing; and (b) the specific structure and functions which are necessary for its long-term maintenance exist and are likely to continue to exist for the foreseeable future; and (c) there is and will probably continue to be, a sufficiently large habitat to maintain its populations on a long-term basis'
Foraging Habitat	Feeding areas for greater horseshoe bats, primarily cattle grazed pasture, semi-natural woodland, unimproved pastures, meadows, hedges and watercourses.
Habitats Directive	South Hams SAC has been designated under the European Council Directive 92/43/EEC on the Conservation of Natural Habitats and of Wild Fauna and Flora ("the Habitats Directive") as part of a European network of strictly protected sites important conservation sites that will make a significant contribution to conserving habitats and species listed in Annex I and Annex II of the Directive. These habitat types and species are those considered to be most in need of conservation at a European level (excluding birds).
Habitats Regulations	Various obligations of the Habitats Directive are transposed into domestic legislation by the Conservation of Habitats and Species Regulations 2017 (SI No. 2017/1012) ("The Habitats Regulations"). The Habitats Directives continues to have a direct effect in the UK and prevail in the event of a conflict between their provision and those of the Habitats Regulations. Decisions of the Court of the European Court of Justice are directly binding on UK competent authorities.

Habitats Regulations Assessment (HRA)	The assessment, required by the Habitats Directive and Habitats Regulations, carried out by the competent authority to assess the effects of projects or proposals on European protected sites. Stage 1 includes screening for likely significant effects. Stage 2 (Appropriate Assessment) assesses whether it is possible to avoid an adverse effect on site integrity.
HRA Screening	An assessment of whether the proposal will, on its own or in-combination with other plans or projects, have a likely significant effect on the SAC's population of greater horseshoe bats before avoidance or reduction measures have been taken into account. The flow chart in section 3 should be used to identify whether an application may have a likely significant effect on the South Hams SAC greater horseshoe bat population. Where it is clear that there is no likelihood of significant effect there is no need for detailed screening. However, where there may be a likely significant effect the LPA will need to use information provided by the applicant to undertake a detailed HRA screening. Where screening cannot rule out a likely significant effect then appropriate assessment must be carried out.
Hibernation roost	Roosts where bats hibernate during the winter (greater horseshoe bats in South Devon largely use caves and disused mines but occasionally also use buildings with stable, cool temperatures and high humidity e.g. unheated cellars and ice houses).
In-combination effects	Effects that occur from a plan or project, in combination with other plans or projects to protect sites from cumulative effects of more than one project when the effects of project acting on the site alone would not be likely to be significant. Projects generally include [6]: Projects started but not finished Projects with consent but not started Applications lodged and not determined Refusals subject to appeal Known projects not needing consent Proposals in adopted plans Firm proposals in final draft plans
In-perpetuity	For the purposes of HRA, mitigation must cover the duration of impacts. Where impacts are permanent and irreversible mitigation should be delivered 'in-perpetuity'. Legal counsel may need to be sought in some cases when a defined time frame is required under The Perpetuities and Accumulations Act 2009.
Landscape Connectivity Zone	The area that includes a complex network of Commuting Routes used by the SAC population of greater horseshoe bats and providing connectivity between the Designated Roosts.
Likely significant effects	Effects, considered in HRA screening, which would undermine the SAC's Conservation Objectives. If, on the basis of information provided, a likely significant effect cannot be ruled out then Stage 2 of the HRA (an appropriate assessment) must be undertaken by the competent authority.

LPA – Local Planning Authority	The Local Planning Authority is the Authority responsible for planning and development management functions.
Material consideration	A material consideration is a matter that should be taken into account in deciding a planning application or in an appeal against a planning decision.
Maternity roost	The place where, during summer, female greater horseshoe female bats gather to have and raise their pups.
Mitigation	Measures to avoid and reduce significant adverse effects on the integrity of the South Hams SAC population of greater horseshoe bats.
Permitted development	Permitted development rights are a national grant of planning permission which allows certain building works and changes of use to be carried out without having to make a planning application. Permitted development rights are subject to conditions and limitations to control impact and to protect local amenity. Rules relating to permitted development are set out in the General Permitted Development Order.
Pinch Point	Known or potential greater horseshoe bat commuting routes which are significantly restricted e.g. due to urban encroachment. or proximity to the sea / estuaries. Further restriction to a Pinch Point could significantly impact on the movement of greater horseshoes and potentially have a likely significant effect on the SAC.
Plans or projects	Plans or projects in the context of HRA are defined as [6] A plan is: Any new document (or modification, modification alteration or revocation) whatever form or title it may have Which goes beyond mere aspiration and sets out an intended course of action OR A detailed proposal for doing, planning, regulating or achieving something OR An intention/decision about what is going to be done BUT Excluding statements of general aspiration or political will or general intentions A project is capable of being: Anything that requires any form of new or renewed or periodically renewable authorisation or any variation, modification or revocation of an authorisation
Planning applications	As well as planning applications this term includes prior approval notices and non-material amendments.
SAC - South Hams Special Area of Conservation	South Hams Special Area of Conservation. Designated for its internationally important greater horseshoe bat population and habitats including dry heaths, semi-natural dry grasslands, scrub, woodland, cliffs and caves.

SSSI - Site of Special Scientific Interest	An area or site that is designated by Natural England under the Wildlife and Countryside Act 1981 for its nationally important biodiversity.
Sustenance Zone	The area within 4kms of Designated Roosts which includes critical Foraging and Commuting Habitat for greater horseshoe bats.

Appendix 1 – Contact Details

Dartmoor National Park Authority
Parke
Bovey Tracey
Newton Abbot
Devon
TQ13 9JQ
planning@dartmoor.gov.uk
01626 832093

Devon County Council

AB2 Lucombe House
County Hall
Exeter
EX2 4QD
planning@devon.gov.uk
01392 381222

South Hams District Council
Follaton House
Plymouth Road
Totnes
Devon
TQ9 5Natural England
DM@swdevon.gov.uk
01803 861234

Teignbridge District Council
Forde House
Brunel Road
Newton Abbot
Devon
TQ12 4XX
Planning@teignbridge.gov.uk
01626 215735

Torbay Council
Tor Hill House
Union Street
Torquay
TQ2 5QW
planning@torbay.gov.uk
[01803 208804](tel:01803 208804)

Natural England
consultations@naturalengland.org.uk
Discretionary Advice Service Form:
<https://www.gov.uk/government/publications/charged-environmental-advice-service-request-form>
0300 060 3900

Devon Biodiversity Records Centre - <http://www.dbrc.org.uk/>
DBRC@dbrc.org.uk
01392 274128

Appendix 2 – Overview of updates to the 2010 Guidance

This guidance updates and replaces the South Hams SAC Greater Horseshoe Bat Consultation Zone Planning Guidance published by Natural England in 2010.

Evolving the Strategic Flyways into a Landscape Connectivity Zone

Strategic Flyways

Strategic Flyways were mapped for the 2010 guidance using a combination of greater horseshoe bat data available at that time (including radiotracking data) and knowledge of greater horseshoe bat ecology. The Strategic Flyways were drawn to connect known roosts (particularly the Designated SAC roosts) and were based on contiguous landscape features which were thought most likely to be used by greater horseshoe bats (especially river corridors and sheltered valleys). For clarity it should be noted that, except for those used by radiotracking studies, there was no evidence for the majority of Strategic Flyways, as to whether or not they were used by greater horseshoe bats. The flyways were made 500 metres wide to offer several pathways and provide alternative routes to accommodate variance in weather.

The introduction of Strategic Flyways through the 2010 guidance was critically important in raising awareness of the importance of commuting routes (through the South Devon landscape) in supporting the SAC's population of greater horseshoe bats, and the potential for applications to have a likely significant effect on the SAC population of greater horseshoe bats away from the Designated Roosts and Sustenance Zones.

Data update

Since 2010 the number of records of greater horseshoe bats held by Devon Biodiversity Records Centre (DBRC) has increased, in part due to the Devon Bat Survey which began as part of the Devon Greater Horseshoe Bat Project in 2016. During 2015/16 in order to ensure that the evidence base for this Guidance was as complete as possible, the LPAs collated further records from planning applications and from local experts (through one-to-one meetings and a 2017 workshop with ecological consultants, bat workers and Devon Bat Group members). These records were added to the DBRC data set. The methodology for this work is available from Devon County Council and the majority of the bat data (other than in situations in which the source of the data does not want it shared) is available through DBRC's standard data services.

It is important to be aware that the updated evidence base is composed of ad hoc records and does not provide a complete picture of greater horseshoe bat distribution and activity. Blank spaces do not equate to no bats. However, the evidence base does illustrate that there are records of greater horseshoe bats and small roosts (away from the Designated roosts) across much of the South Devon landscape.

In addition to the evidence base collated by the LPAs, a University of Sussex research study collected data during 2016 from static recorders placed at increasing distances from three SAC maternity roosts (Buckfastleigh, Chudleigh and High Marks Barn). These data support the findings of the evidence review that SAC greater horseshoe bats are widely dispersed across the landscape at increasing distance from the designated roosts, using a complex and widely distributed network of commuting routes [20].

Implications

All existing evidence (from research and records) indicates that away from Designated Roosts and Sustainance Zones greater horseshoe bats are dispersed across the landscape in low numbers. They use a complex network of sheltered hedges, woodland edge, stream corridors etc to move around the landscape between the Designated Roosts and also between other smaller roosts as required through the year (mating roosts, day roosts, hibernation roosts, transitional roosts etc). Schofield (1996) highlights the importance of maintaining access to smaller roosts in order to help ensure future population resilience. He states that regular use of satellite roosts over a number of years could promote the establishment of new maternity roosts as more individuals use them [21].

In order to maintain long term Favourable Conservation Status of the population it is therefore important that we maintain sufficient connectivity across the whole of this landscape (allowing landscape scale permeability), rather than just protecting a number of Flyways.

In order to achieve this broader landscape connectivity, the Strategic Flyways have been replaced with a Landscape Connectivity Zone (LCZ). This change was agreed at a Steering Group meeting which included Professor Fiona Matthews (greater horseshoe bat expert) and Steve Markham (bat consultant and one of the authors of the 2010 guidance).

The LCZ has been drawn up, using best available evidence and following the precautionary principle, to include the landscape most likely to be regularly used by the majority of the bats forming the SAC greater horseshoe bat population, noting that there will always be some movement of bats into and out of this zone and that very little is known on how bats use the landscape throughout the year.

The LCZ includes:

The landscape between the Designated Roosts - included to maintain landscape permeability between these key roosts.

The landscape up to 10kms from Designated Maternity Roosts. 10kms is based on:

Advice from Billington and Rawlinson (2006) to CCW to identify key radial zones which extend 10kms from roosts [22]. They state, 'only a small part of this area is likely to be used for foraging, but flight routes may lead further connecting to other roost sites. The aim should be to maintain habitat links through the area..... Before any major developments are allowed within 10km of any greater horseshoe roost detailed studies should be made to consider potential impacts'

Jones et al (1995) recorded many individuals flying distances of 10km from maternity roosts to hibernate [23].

This landscape includes all of the smaller roosts (largely day and night roosts) identified through radiotracking to be used by bats from the Designated Maternity Roosts [16,17,18,19]

As bats occur at a low density in this zone it is considered that impacts on individual commuting routes would be unlikely to have a significant effect on the population as a whole. However, impacts on a network of commuting routes within this area could result in a significant number of bats having to find new, longer routes across the countryside (potentially reducing their ability to survive due to using up energy pre and post hibernation) or being prevented from accessing roosts altogether. These impacts could have a likely significant effect on the South Hams SAC population as a whole.

Given that greater horseshoe bats in the Landscape Connectivity Zone are found in low numbers it is considered that there is sufficient evidence to reasonably assume that impacts on roosts and habitat beyond this boundary will impact on so few bats that there will not be a likely significant effect on the SAC's greater horseshoe bat population (unless there is evidence to the contrary).

The LPAs are committed to working with DBRC and others to keep records of greater horseshoe bats as up to date as is reasonably possible and to work with partners to ensure that surveys of any potentially significant roosts are undertaken. The LCZ boundary will be updated to reflect any new findings where appropriate.

Amended boundaries to the Sustenance Zones

Note that all the boundaries of the 2010 Sustenance Zones have been amended. The boundaries are now 4km from the centre of the roosts rather than 4km from the edge of the mapped SSSI. Due to its location next to the sea and urban development within Brixham Town the Berry Head Sustenance Zone remains (as for the 2010 Guidance) based on a sustenance area equivalent to a 4km radius circle.

Survey

In 2016 the Bat Conservation Trust (BCT) published new survey guidelines. The LPAs and Natural England have agreed that these guidelines should replace the survey specification in the 2010 South Hams SAC guidance.

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DARTMOOR NATIONAL PARK AUTHORITY

6 September 2019

DEFRA NATIONAL PARK GRANT FUNDING AGREEMENTReport of the Chief Executive (National Park Officer)

Recommendation: That Members authorise the Chief Executive (National Park Officer) in consultation with the Chair of the Authority to sign the new National Park Grant Funding Agreement on behalf of the Authority

1 Background

- 1.1 National Park Authorities (NPAs) in England were established under the Environment Act 1995 (part III) as independent authorities to administer National Parks, within the framework of local authority legislation. The purposes of NPAs mirror those of National Parks, namely:
- To conserve and enhance the natural beauty, wildlife and cultural heritage of the National Parks; and
 - To promote opportunities for the understanding and enjoyment of the special qualities [of the Parks] by the public.
- 1.2 NPAs are also under a legal duty ‘to seek to foster the economic and social well-being of local communities within the National Park’, in pursuing the two purposes.
- 1.3 Section 72 of the Environment Act 1995 empowers the Secretary of State to make grants to a NPA (in consultation with Natural England) and with the consent of HM Treasury. National Park Grant (NPG) is the Authority’s most significant income source – in 2018/19 NPG accounted for 78% of all income.
- 1.4 Section 65 of the Environment Act 1995 empowers a NPA to do anything which in its opinion is calculated to facilitate or is conducive or incidental either to the accomplishment of National park purposes, or to the execution of functions conferred on it by other legislation.
- 1.5 In April 2008 Defra (Department for Environment, Food and Rural Affairs) issued a ‘National Park Authorities in England Grant Memorandum’ (see Appendix 1). This document set out the accounting framework for NPG. It includes how NPAs:
- Should submit corporate plans and budgets;
 - Must apply for NPG;
 - When to make grant claims;
 - Must report back to Defra.
- 1.6 Dartmoor NPA has been operating under this framework since that date (i.e. April 2008).
- 1.7 Earlier this year Defra announced its intention to undertake a review of the Financial Grant Memorandum to up-date it in light of current Cabinet Office guidance and, we

understand, a recommendation from the National Audit Office that Defra should update NPA grant arrangements and demonstrate stronger mechanisms for review and oversight.

- 1.8 Defra has consulted with all English NPAs on a revised 'Grant Funding Agreement'. Much of the early work (with Defra) was led by the Section 151 Officer at the Yorkshire Dales NPA to ensure a coordinated input from the NPAs. An initial draft document was sent to all NPAs in June; since then Defra has facilitated and coordinated all-park conference calls and individual opportunity to comment and provide input. The final (draft) version of the new *Grant Funding Agreement* can be found at Appendix 2. It is Defra's intention for all NPAs to agree the new agreement before the *Spending Review* and the *Glover Review's* conclusion.

2 Grant Funding Agreement (to carry out statutory obligations relating to National Parks and the Broads)

- 2.1 A copy of the new draft Grant Funding Agreement (GFA) is attached at Appendix 2. Members' attention is drawn to the following general points. The GFA is:

- In the form of a legal agreement / contract (the previous one was not formally signed);
- Is more detailed and prescriptive;
- It is required to be re-signed each time a new Grant Funding Letter is issued (which could be for just 1 year or could be for multiple years e.g. 4 year settlement).

- 2.2 The main areas of discussion (and contention) have been around:

- Clauses 4.5 to 4.7 annual estimates, quarterly claims and reporting; where the original wording caused a lack of clarity and which has added some new reporting requirements;
- The timing of reporting year end balances and an indication that Defra will be seeking absolute assurance that all of NPG has been spent (clause 4.15);
- Section 5 – eligible and ineligible expenditure, especially clauses 5.3.1 to 5.3.3;
- Section 7 – concern about additional requirements; Defra has confirmed each NPA can provide its own internal reports;
- Clause 8.5 – a new requirement for our contractors / suppliers, which will have to be written into Procurement and grant giving Terms and Conditions;
- Clause 21.1 the requirement to inform Defra (on a quarterly basis) of write-offs and special payments made, if over £2,000;
- Section 23 – which is new and is discussed below;
- Section 24 Clawback, Default etc. – a substantial area of detail; and clause 24.3.3 focuses on NPAs failing to meet outcomes set out in National Park Management Plans. This is new and seems to enhance the role of National Park Management Plans.

- 2.3 Clause 23 - 'Changes to the Authority's (Defra's) Requirements' - is a new section. It provides Defra (the 'Authority') with the power to change activities supported by the Grant and 'requires' the Grant Recipient to accommodate any reasonable changes to the Authority's (i.e. Defra's) needs and requirements. Officers have raised concerns about this Section to Defra officials. Our understanding is that it is Defra's intention that this clause is a way of preserving their right to 'get across any priority changes'

and / or 'obtaining our help in crisis situations' within each grant funding period (1 or multiple year). There is, however, a risk that that these clauses could be used to undermine the independence of the Authority. Clauses 23.1 and 23.2 do make reference to 'reasonableness'. Clause 23.1 refers to having regard to legally binding agreements already in place, acknowledging that existing commitments and contracts could not be terminated. Clause 23.2 provides for potential debate about what is 'reasonable' which, if not resolved, would have to be determined by the dispute resolution clause (25).

- 2.4 If Members consider that Clause 23 might be a constraint or even a risk; it would be prudent to recognise this and include on the Strategic Risk Register.
- 2.5 Even under the existing Financial Grant Memorandum Defra has abandoned existing financial commitments – imposing an in-year cut to confirmed NPG with every little official warning Defra has already evidenced its preparedness to abandon financial commitments; through the 'Financial Crisis' cuts it made to existing settlements. So, whilst the *Grant Funding Agreement* (as did the Financial Grant Memorandum) sets out the operating and funding relationship, it is no guarantee of continued financial support.

3 Financial Implications

- 3.1 The Financial Grant Agreement relates to the governance and accounting framework for NPG not the actual amount – it offers no financial security.
- 3.2 The statutory arrangements under which Defra fund NPAs are quite loose i.e. they're not much more than S72(i) of the 1995 Environment Act stating that 'The Secretary of State may make grants to a National Park Authority for such purposes, of such amounts and on such terms and conditions as he thinks fit.'
- 3.3 Defra's expectation is that all English NPAs will sign up to the new GFA. Not signing it might not be relevant for the 2019/20 financial year as we are half way through it and in the final year of the four year settlement, but could be an issue in future years.

4 Conclusion

- 4.1 The draft National Park Grant Funding Agreement at Appendix 2 has been widely consulted on within the (English) National Park family. It is based on a prescribed Cabinet Office template but has been amended wherever possible to be both pragmatic and reflect the working relationship between Defra and National Park Authorities.
- 4.2 The Grant Funding Agreement may appear to be more prescriptive, perhaps even restrictive in some areas, however our understanding is that this is not Defra's intention. The stated driver behind the draft agreement is to ensure compliance with Cabinet Office guidance and appropriate levels of oversight for Defra and accountability in the allocation and use of public money.

KEVIN BISHOP AND DONNA HEALY

Appendix 1: Draft Defra National Park Grant Funding Agreement
Appendix 2: 2008 National Park Financial Grant Agreement

20190906 KB/DH/Defra NPG Funding Agreement

NATIONAL PARK AUTHORITIES IN ENGLAND GRANT MEMORANDUM

(Date of implementation – 1 April 2008)

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Grant Memorandum

Preamble

1. The National Park Authorities in England operate under the terms of the Environment Act 1995 (the 1995 Act) within a framework of local authority legislation. They are authorities established with the purposes laid down in Section 65 of the 1995 Act of conserving and enhancing the natural beauty, wildlife and cultural heritage of National Parks and of promoting opportunities for the understanding and enjoyment of the Parks by the public. Section 67 of the 1995 Act provides for the Authorities to be the local planning authorities under the Town and Country Planning Act 1990.

2. A National Park Authority (NPA) is empowered under Section 65 of the 1995 Act to do anything which in its opinion is calculated to facilitate or is conducive or incidental either to the accomplishment of the purposes summarised above, or to the execution of functions conferred on it by other legislation. However the powers conferred by the Section do not allow an NPA to circumvent any legal restriction otherwise applied to it, or to raise money, by borrowing or otherwise, in a manner which is not specifically authorised.

Accounting Framework

3. The statutory accounting framework for National Park Authorities is established by the Accounts and Audit Regulations 2003 (SI 2003 No. 553), sections 41 and 42 of the Local Government and Housing Act 1989 and Part II of the Audit Commission Act 1998, for the audit of accounts. NPAs will present their accounts in line with other local authorities; this will include complying with the CIPFA Best Value Accounting Code of Practice (BVACOP) on Local Authority Accounting in Great Britain and the Statement of Recommended Accounting Practice (SORP) 'Code of Practice in Local Government Accounting in the UK'. NPAs must also produce a Statement on Internal Control as part of their Statutory Accounts

Source of Funds

4. NPA expenditure can be met from three sources: grant from the Secretary of State for Environment, Food and Rural Affairs (the Secretary of State) and related levies from local authorities, other income (including grants from a range of funding sources, or income from the supply of goods and services) and borrowing to fund capital investment in accordance with the Prudential Code.

5. Section 72 of the 1995 Act empowers the Secretary of State to make grants to a NPA, in consultation with Natural England and with the consent of the Treasury. Under the Act, grant is paid to support expenditure on National Park functions approved by the Secretary of State and is known as National Park Grant (NPG). Provision is made in Class III of the Supply Estimates for this grant, which is payable in accordance with, and subject to, the terms and conditions set out in this Memorandum.

6. Up to and including 2003/04, 75% of the National Park Grant was paid direct to the NPAs from Defra. The remaining 25% was transferred to the Office of the Deputy Prime Minister (now Department for Communities and Local Government) and allocated to the participating local authorities, from whom the NPAs raised the equivalent levies. From 2004/05 100% direct funding of the NPAs by Defra was introduced although the levying power remains (see below), no levies will be made without the agreement of Defra. This arrangement has now become permanent and Treasury has confirmed that the NPAs shall also continue to remain VAT exempt.

Levies on Local Authorities

7. Section 71 of the 1995 Act empowers a NPA to levy on the Councils by whom the local authority members of the NPA fall to be appointed. Levies are issued under the terms of regulations made under Section 74 of the Local Government Finance Act 1988. However, under the provisions of the Environment Act 1995, the participating local authorities may agree, by 1st December of the year preceding the financial year in question, an alternative apportionment of levies to that laid down in the regulations.

8. Section 71(4) of the 1995 Act provides that amounts to be received by way of NPG and forecast income, as well as other amounts likely to be available for the year, should be taken into account in assessing the amount of the levy. Section 71(3) provides that NPAs may levy for:

- a. revenue expenditure for the year in question;
- b. appropriate contingency provision;
- c. working balances on revenue accounts; and
- d. any revenue deficit carried forward.

9. A maximum amount of levy may be laid down in the regulations made under section 74 of the 1995 Act. The effect will be normally to restrict the amount of the levy to one-third of the amount of the

NPG to be received. Local authorities may nevertheless at any time enter into a voluntary agreement with a NPA to provide funding in excess of the maximum amount laid down in the regulations.

Capital Expenditure

10. Approved capital expenditure is eligible for grant on the same percentage basis as revenue expenditure. With the introduction of the Prudential System, NPAs are also free to use their forecast revenue income to take out loans to finance additional capital investment. NPAs (like all principal local authorities) must demonstrate that such borrowing is affordable and prudent by keeping the level of new borrowing within their authorised borrowing limits that they must set each year in accordance with the CIPFA Prudential Code for Capital Finance in Local Authorities.

Responsibility for Administration of Financial Affairs

11. The Department for Environment, Food and Rural Affairs' (Defra) Permanent Secretary is appointed as its principal Accounting Officer and is responsible for ensuring that the financial and other management controls applied by Defra are sufficient to safeguard public funds. In particular, the principal Accounting Officer must ensure that the conditions attached to the grant, as agreed in this memorandum, conform to the terms of the Vote provision approved by Parliament and must monitor compliance with those conditions by the Authority.

12. The National Park Officer (NPO) (see paragraph 14 of schedule 7 of the 1995 Act) is responsible for the manner in which the carrying out of the Authority's different functions is co-ordinated. The NPO may also hold the office of head of the Authority's paid service, the office of monitoring officer, or both of these offices, with the responsibilities laid down in sections 4 and 5 of the Local Government and Housing Act 1989. The Section 151 Officer has a particular responsibility, under the terms of this memorandum, for ensuring that NPG is applied only for the purposes approved by Parliament and for observing the conditions laid down by Defra for its administration.

13. In accordance with section 151 of the Local Government Act 1972 (applied by paragraph 13(6) of schedule 7 of the 1995 Act) each NPA is required to appoint an officer to be responsible for the proper administration of its financial affairs (the Section 151 Officer). The NPO may not be appointed as the officer responsible for the administration of an authority's financial affairs.

The Public Spending Review (SR) process

14. The public expenditure regime established in 1998 following the Comprehensive Spending Review provides the framework for delivering the Government's policy priorities and a focus for a dynamic relationship between resources and outputs. The Department has fixed 3 year budgets, rolled forward periodically.

15. To assist the determination of grant for the spending review period, each NPA is required to submit to the Department details of its forecast income and proposed expenditure for the next financial year by October. Figures may also be provided for the following two years (if available), with actual and forecast outturn for the three previous years - a four to six year profile. This information is provided as part of the corporate planning process described below.

Corporate Planning

16. Every NPA is required by Section 66(1) of the 1995 Act to prepare, publish and review, at no longer than five year intervals, a National Park Management Plan (NPMP). It is the overarching strategic document for the Park to which all other park plans and strategies should relate in setting the vision, objectives and frame for all policy and activity pursued by the NPA.

17. Every National Park Authority is required to publish a business plan. The financial statement within the business plan will include the audited outturn for the previous-but-one year (ending on 31 March); provisional outturn for the financial year just completed; budget for the current year (based on the grant allocation); detailed bid for the next year; and, if available, outline for the following one or two years, if there are planning figures for those years in the SR settlement. For each of the SR years the NPA must give expenditure and income projections on the baseline provision notified in the NPG settlement.

18. Full details should be provided in the financial statement of the nature, source and amount of all expected income including grants additional to the NPG and receipts from any disposal of assets. Where projections of external funding are uncertain this should be stated in notes to accompany the relevant tables. Any proposals for exceptional capital expenditure should also be separately identified within the financial statement and a justification provided. Projections of income and expenditure should be shown at outturn prices.

Budget Estimates

19. Following the public expenditure statement, each NPA will be notified of the level of its approved expenditure and its grant provision for the new financial year and may also be given baseline figures for the subsequent one or two years. Where allowance has been included in the forward allocation for capital expenditure, this will be separately identified. Each NPA should produce for Defra by 14 March an estimate of its income and expenditure by functional head for the new financial year (see Annex 2).

20. NPAs should include in the information provided for the Main Estimates (in accordance with paragraph 21) full details of the nature, source and amount of all expected income including grants additional to the NPG and receipts from any disposal of assets. NPAs are encouraged to seek matched funding for their NPG financed projects but must report these in the estimates of income and expenditure in order to avoid any risk of double funding.

Payment of Grant

21. The amount of NPG paid annually will not be more than the amount voted by Parliament in the Main Supply Estimates. Payment will be made in accordance with need. In early March each NPA should submit to the Department a quarterly profile of required grant draw down for the forthcoming financial year based on the NPA's forecast of its financing requirements (Annex 3). In preparing the forecast the NPA should seek to ensure that an accumulation of grant in aid in excess of immediate requirements is avoided, subject to making appropriate allowance for the uncertainty attaching to forecasts of expenditure and non-grant income.

22. Once it has been agreed with the Department, grant may be drawn down by each NPA quarterly in advance. Applications for grant should be signed by the NPO or other properly nominated officer, who should certify that the conditions applying to the use of grant have been duly observed and that further grant is now required in support of the NPA's functions. Claims should normally not exceed or be less than 25% \pm 5% of the total allocation for a financial year and equal the expenditure of a particular quarter unless prior alternative arrangements have been sought from Defra subject to an adequate explanation, or where the projected profile for the forthcoming year had already indicated a variance greater than these limits. Estimated quarter claims for a whole financial year should be given to Defra before 14 March of the preceding financial year, if actual figures of expenditure have been obtained for a quarter, then a financial adjustment should be applied to and reported on a proceeding claim as soon as possible.

23. Any grant not drawn down in one financial year will lapse.

Actual and Forecast Outturn Reports

24. It is a requirement of the Department under Section 72(1) of the 1995 Act that by no later than 31 July in each financial year each NPA should provide the Department with a copy of its outturn statement for the revenue account for the previous year. This must show actual outturn figures for the previous financial year broken down under the main functional heads. The statement of the revenue account should also provide details of the NPA's accumulated cash balances, identifying separately any unspent balances of NPG, carried forward at the end of the previous financial year. Explanations should be provided where there are significant variances between the outturn figures and the agreed budget and cash flow projections. The NPA should also provide such information as it deems appropriate in relation to end-year balances.

25. By no later than the end of October in each financial year each NPA should provide the Department with a forecast of outturn of income and expenditure for the current financial year broken down under the main heads in Annex 4. Details should also be provided of the NPA's projected accumulated cash balances at the end of the financial year, identifying separately any unspent balances of NPG. Explanations should be provided where there are significant variances between the outturn figures and the agreed budget and cash flow projections.

Cash Balances

26. Section 71(3) of the 1995 Act indicates that NPAs should secure adequate working balances, and make provision as may be appropriate for meeting contingencies. At year end, the NPA will analyse unspent balances to determine the appropriate accounting treatment in each case. Accordingly, provisions should be created to reflect amounts which should be charged against expenditure in the year; with remaining balances falling into the category of earmarked reserves (where there is a clear commitment or intention to use balances for a specific purpose), or general reserves. The Section 151 officer will be expected to give an opinion to the NPA and Defra regarding the adequacy of year end balances, and may be asked to provide details and supporting information with regard to major commitments.

27. The Department will consider the level of end-year cash balances in assessing grant for subsequent years. In doing so it will take account of a NPA's need to maintain appropriate working balances and contingency provision and of factors which may necessitate the deferral of expenditure around the year end in order to safeguard value for money. NPAs may wish to comment on these factors when submitting their accounts.

Annual Report

28. Under the provisions contained in Section 230 of the Local Government Act 1972 (applied by paragraph 17(2) of schedule 7 of the 1995 Act), the Secretary of State requires each NPA to submit to him as soon as possible after the end of the financial year an annual report on the exercise and performance of its functions.

Annual Accounts, Audit and Internal Procedures

29. Schedule 7 of the 1995 Act establishes the Audit Commission as responsible for the external audit arrangements for the National Park Authorities. The Audit Commission Act 1998 lays down the responsibility of the Audit Commission to appoint auditors to undertake the external audit of NPAs. The Commission is required under the ACA 1998 and the Local Government Act 1999 to prepare and keep under review a Code of Audit Practice prescribing the way auditors must carry out their functions regarding the audit of accounts. Each NPA shall send its audited accounts and the auditor's annual governance report to the Department not later than 30 September following the end of the financial year. The Secretary of State shall lay before Parliament copies of each statement of account.

30. The National Park Authority Performance Assessment system (NPAPA) was introduced in 2005. It was based on the Comprehensive Performance Assessment regime in operation for local authorities, but puts greater emphasis on self-analysis, peer review, and allows a more tailored approach to delivering improvements in each National Park Authority. The Department will agree the development of NPAPA, and frequency of future assessments, with the NPAs.

31. In accordance with paragraph 24 above each NPA shall also prepare annually accounts for the main functional heads. These should be signed by the Section 151 Officer and submitted to the auditor appointed by the Audit Commission not later than 30 June following the end of the financial year.

32. Under the Accounts and Audit Regulations (SI 2003 No. 533) each NPA is required to maintain an adequate and effective internal audit of the Authority. Internal audit should be carried out in accordance with the standards and guidance issued by CIPFA.

33. The Section 151 Officer is responsible for ensuring that the internal financial procedures and controls of a NPA are sufficient to provide for the proper administration of its financial affairs, including appropriate safeguards against fraud and theft.

34. Each NPA shall determine its insurance requirements as part of a strategy for managing identified risks, which should be reviewed at regular intervals.

Disposals

35. The disposal of surplus stock, equipment or other assets (excluding land) shall be at market value. The presumption is that land will normally be disposed of at market value, but may be disposed of for less than the best consideration that can reasonably be obtained, where the circumstances set out in the appropriate statute are met (Local Government Act 1972 and ODPM Circular 06/2003); these provisions include the condition that the undervalue does not exceed £2m.

36. The amount received on disposal shall be shown as income in the financial statement in the budget estimates. Each NPA shall maintain an accurate and up-to-date register of the assets in its ownership. Defra's approval should be sought before the net proceeds from any disposal of assets which exceed £2 million are used for any purpose.

Staffing

37. Under section 112 of the Local Government Act 1972 (applied by paragraph 13(6) of schedule 7 of the 1995 Act), an NPA may employ officers on such reasonable terms and conditions as it thinks fit. Defra expects NPAs to determine staff terms and conditions with due regard for economy, efficiency and value for money in the delivery of NPA functions. It also expects NPAs to take account of any general policy on public sector pay, as may be announced by the Government.

Review of this Memorandum

38. Reviews of this Grant Memorandum may be initiated at the discretion of Defra or the National Park Officers Group (England).

Annexes:

- 1: The Expenditure Review Timetable
- 2: Preliminary Budget Estimate
- 3: Quarterly Profile of Expenditure
- 4: Forecast Outturn
- 5: Revenue Outturn Statement

Glossary of Acronyms and Terms

CIPFA – Chartered Institute of Public Finance and Accounting

Defra – Department for Environment, Food and Rural Affairs

DCLG – Department for Communities and Local Government

EC – European Commission

ERDF – European Regional Development Fund

EU – European Union

Annual Audit Letter – the external auditor's report on the results of audit work on the NPA's annual accounts for the previous year and on the results of work supporting the auditor's conclusion on arrangements to secure economy, efficiency and effectiveness in the use of resources

Monitoring Officer – officer in a local authority legally required to act when an authority seems likely to act beyond its powers, or in a way considered to be maladministration

NPA – National Park Authority

NPG – National Park Grant

Section 151 Officer – the officer in a local authority responsible for its financial affairs

SI – Statutory Instrument

SR – Spending Review

ANNEX 1 - THE EXPENDITURE REVIEW TIMETABLE

Winter	NPAs advised of Approved Budget and NPG for coming financial year.
Following settlement	Annual finance meeting. Discuss Defra's expectations for the next financial year as agreed in advance with Natural England (NE).
By mid March	NPAs to provide Defra with: <ul style="list-style-type: none">• Estimates of income and expenditure by functional head, for the coming budget year;• Quarterly profile of grant requirement for the coming budget year; and• Quarter 1 claims due. Sustainable Development Fund claims should also be submitted for the coming year.
Mid June	Quarter 2 claims due.
Summer	Defra/ NE bid meetings with the National Parks and Broads Authority.
By 31 July	NPAs to provide Revenue Statement showing actual outturn figures by functional head for previous year, with details of end-year balances.
Autumn	NE provides advice to Defra on bids and recommends a total and distribution.
Mid September	Q3 claims due.
By 30 September	NPAs to send audited accounts and auditor's Annual Audit Letter for previous financial year to Defra.
October	Submission to Minister recommending grant allocations for the next financial year.
By end-October	NPAs to provide: <ul style="list-style-type: none">• An analysis of estimated expenditure and receipts for the next financial year; this information will normally be included within the 'three years' figures, and• Forecasts of outturn and expenditure for current year.
Mid December	Q4 claims due.

ANNEX 2 - PRELIMINARY BUDGET ESTIMATE

PRO-FORMA 1

PRELIMINARY BUDGET ESTIMATE

National Park Authority _____

Budget Year 20__ / ____

Main Functional Heads	Future Year Preliminary Budget
Conservation of the Natural Environment	
Conservation of Cultural Heritage	
Recreation Management and Transport	
Promoting Understanding	
Rangers, Estates and Volunteers	
Development Control	
Forward Planning and Communities	
Specialist Ringfenced Accounts	
Service Management and Support Services	
Corporate and Democratic Core	
Non Distributed Costs	
Total expenditure	
NPG provision	
LA contribution	
Other income	
Total income	
Balance (change in reserves)	
Cash balance at year end	

Note: The expenditure figures above are not to include depreciation.

ANNEX 3 - QUARTERLY PROFILE OF EXPENDITURE

PRO-FORMA 2

NATIONAL PARKS GRANT – QUARTERLY PROFILE OF EXPENDITURE FOR 20____/____

To be submitted to Defra by 14 MARCH 20_____

_____ National Park Authority

Forecast Total	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Gross Expenditure – by functional headings				

Conservation of the Natural Environment

Conservation of Cultural Heritage

Recreation Management and Transport

Promoting Understanding

Rangers, Estates and Volunteers

Development Control

Forward Planning and Communities

Specialist Ringfenced Accounts

Service Management and Support Services

Corporate and Democratic Core

Non Distributed Costs

Income (**excluding** NPG and levies) – by
functional headings

Conservation of the Natural Environment

Conservation of Cultural Heritage

Recreation Management and Transport

Promoting Understanding

Rangers, Estates and Volunteers

Development Control

Forward Planning and Communities

Specialist Ringfenced Accounts

Service Management and Support Services

Corporate and Democratic Core

Non Distributed Costs

Total (approved net expenditure)

Estimated NPG claim

Estimated Cash Balance @ 31 March of preceding financial year adjusted for debtors/creditors.

Deduct in Q1; Add in Q4

Working Balance¹

Total Estimated NPG Claim

Total Estimated NPG Claim (as a % of total NPG)

Current/Capital Split of NPG within net budget:

Current

Capital Expenditure

[Capitalisation threshold = £]

Signed (National Park Officer or Nominated Officer)

On behalf of the National Park Authority

Date

Note 1 – indicate here if a working balance will be claimed; include explanatory footnote

Note 2 – the expenditure figures above are not to include capital charges and depreciation.

ANNEX 4 - FORECAST OUTTURN

PRO-FORMA 3

FORECAST OUTTURN

National Park Authority _____

Outturn Year _____

MAIN FUNCTIONAL HEADS	Actual Previous Year	Budget Current Year	Forecast Outturn
Conservation of the Natural Environment			
Conservation of Cultural Heritage			
Recreation Management and Transport			
Promoting Understanding			
Rangers, Estates and Volunteers			
Development Control			
Forward Planning and Communities			
Specialist Ringfenced Accounts			
Service Maintenance and Support Services			
Corporate and Democratic Core			
Non Distributed Costs			
Total expenditure			
NPG provision			
LA contribution			
Other income			
Total income			
Balance (change in reserves)			
Cash balance at year end			

Notes on major differences between Budget and Outturn should be explained.

Note 1 – the expenditure figures above are not to include depreciation.

ANNEX 5 – REVENUE OUTTURN STATEMENT

NATIONAL PARK AUTHORITY GRANT (NPG) OUTTURN REPORT OF EXPENDITURE ON NATIONAL PARK AUTHORITY FUNCTIONS AND INCOME FOR THE FINANCIAL YEAR ENDED 31 MARCH 20XX

National Park Authority

1. TABLE OF EXPENDITURE AND INCOME

	Column 1	Column 2
	Year 20 Budget	Year 20 Outturn
<u>Main Heads</u>		
Conservation of the Natural Environment		
Conservation of Cultural Heritage		
Recreation Management and Transport		
Promoting Understanding		
Rangers, Estates and Volunteers		
Development Control		
Forward Planning and Communities		
Specialist Ringfenced Accounts		
Service Management and Support Services		
Corporate and Democratic Core		
Non Distributed Costs		
Total Expenditure		
NPG Provision		
LA contribution		
Other income		
Contribution (to)/from reserves		
Total Income		

2. OTHER INFORMATION

Net corporate management and admin costs

Cash balance at year end:

Actual

Adjusted for debtors/creditors

Current/capital split of NPG within net budget:

Current

Capital

[Capitalisation threshold = £ 5000]

I certify that:

- the entries in this form are fairly stated;
- the expenditure shown in column 2 was fully and solely expended for the purpose of fulfilling the Authority's responsibilities for National Parks and excludes recoverable VAT;
- the receipt of Defra Grant shown in column 2 has been claimed and expended in accordance with the conditions of the financial grant memorandum issued to the Authority by the Department for Environment, Food and Rural Affairs.

Signed (NPA Nominated Officer)

THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

and

DARTMOOR NATIONAL PARK AUTHORITY

**GRANT FUNDING AGREEMENT
TO CARRY OUT STATUTORY OBLIGATIONS RELATING TO
NATIONAL PARKS**

DRAFT

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DRAFT

This Grant Funding Agreement is made on [insert date of signature]

Between:

- (1) **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** of 17 Smith Square, Nobel House, Defra, SW1P 3JR (the “**Authority**”)
- (2) **DARTMOOR NATIONAL PARK AUTHORITY**, established under the Environment Act 1995 whose principal address is at Parke, Bovey Tracey, Newton Abbot, Devon (the “**Grant Recipient**”).

BACKGROUND

- (A) The Grant is made pursuant to section 72 of the Environment Act 1995, as amended.
- (B) By operation of a Financial Grant Memorandum dated 1 April 2008 and a Grant Funding Letter dated 21 January 2016 (together the “Existing Grant Agreement”) the Authority provided a grant to the Grant Recipient for the period 01 April 2015 to 31 March 2020. The Authority and the Grant Recipient agree to terminate the Existing Grant Agreement as at [the date of this Grant Funding Agreement] and enter into a new grant agreement on the terms set out herein.
- (C) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (D) The Grant Recipient will use the Grant for the Funded Activities.

1. INTRODUCTION

- 1.1. The Authority and the Grant Recipient agreed that the Existing Grant Agreement and any previous grant agreement which operates / operated during the Funding Period will cease to have effect and shall be replaced by this Grant Funding Agreement.
- 1.2. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority.
- 1.3. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.4. The Parties confirm that it is their intention to be legally bound by this Grant Funding Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

Annex means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

Asset means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in Grant Recipient's accounts;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Funding Agreement by the Authority to the Grant Recipient;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, being **DATE AGREEMENT IS SIGNED**

Condition means any condition that applies to the Grant Recipient receiving the Grant from the Authority pursuant to this Grant Funding Agreement;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority's Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 3 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the GDPR;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Disposal means the disposal, sale, transfer of the Grant or any interest in any Asset and includes any contract for disposal;

Data Protection Legislation means (i) the GDPR, and any applicable national implementing Law as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy (iii) all applicable Law about the processing of Personal Data and privacy;

DPA 2018 means the Data Protection Act 2018;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Domestic Successor means:

- (a) a body that takes over the functions of the EU Commission in the UK on the date the UK withdraws from the European Union; or
- (b) the relevant courts in England and Wales which take over the functions of the Court of Justice of the European Union in England and Wales on the date the UK withdraws from the European Union

Eligible Expenditure means the payments made by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance as defined by paragraph 24.3;

Financial Year means from 1 April to 31 March;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, and constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities set out in Annex 2 of these Conditions;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2020;

General Data Protection Regulations and GDPR means (Regulation (EU) 2016/679);

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 of these Conditions and subject to the provisions set out at paragraph 24.

Grant Claim means the payment request submitted by the Grant Recipient to the Authority for payment of the Grant. The Grant Claim shall be submitted by the Grant Recipient in the form set out in **Annex 4** of these Conditions;

Grant Funding Agreement means these Conditions together with its annexes including but not limited to the Annex 1 Grant Funding Letter;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 21 January 2016, a copy of which is set out in Annex 1;

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

Grant Sum Payable, for a given Instalment Period means the percentage of the Grant as set out in Annex 3 against that Instalment Period;

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

Law means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Management Plan means the management plan the Grant Recipient is required to maintain pursuant to Section 66 of the 1995 Environment Act;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 24;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Payment Schedule means the payment schedule set out in Annex 3;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Quarterly Report means the report submitted by the Grant Recipient to the Authority in accordance with the provisions of paragraph 4.7.1 of these Conditions;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 24.5-12;

Representatives means any of the Parties' duly authorised members, directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

State Aid Law means the law embodied in Article 107- 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union or any Domestic Law which replaces such State Aid Law following the UK's exit from the European Union;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

VAT means Value Added Tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;

- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (7) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- (8) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. the Conditions set out within this Grant Funding Agreement;
- 2.3.2. Annex 1 – The Grant Funding Letter.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on the Commencement Date and ends on 31 March 2020 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities, except those made in line with s66 of the Environment Act.

4. PAYMENT OF GRANT

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount not exceeding the amount for 2019-2020 as set out in the Grant Funding Letter. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. Subject to the remainder of this paragraph 4 and to the other provisions of these Conditions, the Authority shall pay the Grant to the Grant Recipient in accordance with the Payment Schedule and the Claims Procedures and Conditions of Payment.

- 4.3. The Grant Recipient shall make available to the Authority, on request, evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.22, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.4. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
- (i) The Grant Recipient will use the Grant payment for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities.
- 4.5. By a date set by the Authority, the Grant Recipient shall produce an estimate of its annual income and expenditure under each functional head for the financial year using the template in Annex 6. The estimate shall include details of the source and amount of all income expected and expenditure, setting out its anticipated draw down of the Grant in 4 instalments, made quarterly.
- 4.6. The Grant Recipient shall promptly provide a revised estimate of income and expenditure:
- 4.6.1. when the Grant Recipient anticipates that the amount claimed in a Grant Claim will differ from the Grant Sum Payable for the relevant Instalment Period by 5% (five per cent) or more; and/or
 - 4.6.2. at the request of the Authority.
- 4.7. Each quarter, the Grant Recipient shall submit a Grant Claim to the Authority in the format and at the times prescribed by Annex 4. The Grant Recipient shall submit together with the Grant Claim:
- 4.7.1. a Quarterly Report, which shall include the information prescribed elsewhere in these Conditions and listed in Annex 4 under the heading 'ADDITIONAL QUARTERLY REPORTING'; and
 - 4.7.2. any other documentation that the Authority may reasonably prescribe from time to time.
- 4.8. On receipt of a Grant Claim for an amount which differs from that set out in the information provided by the Grant Recipient in paragraph 4.5-6 for the relevant Instalment Period, or otherwise at its absolute discretion (subject to, where possible, giving advance notice to the Grant Recipient), the Authority may deviate from the Payment Schedule.
- 4.9. In preparing and submitting Grant Claims and estimates of income and expenditure, the Grant Recipient shall seek to ensure that an accumulation of grant in excess of immediate requirements is avoided.
- 4.10. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.11. The Authority reserves the right not to pay any Grant in respect of Grant Claims not submitted within the period set out in paragraph 4.7 or Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation, but will in such event give the Grant Recipient the opportunity within a reasonable period of time to submit a grant Claim, or as the case may be, to make corrections or provide additional information to enable Grant to be paid.
- 4.12. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes

(without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum which falls due under paragraph 4.9 shall fall due immediately and shall be payable within 30 days. If the Grant Recipient fails to repay the due sum within 30 days, the sum will be recoverable summarily as a civil debt.

- 4.13. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.14. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.15. Except without the prior consent of the Authority, no later than 30 days after the end of each Financial Year, the Grant Recipient shall submit to the Authority the Grant Recipient's analysis of projected year-end balances, and its opinion as to the adequacy of those balances. If its analysis projects that any funds will remain unspent and uncommitted at the end of the Financial Year, the Grant Recipient shall submit to the Authority a report at the same time as its analysis. For the funds which the Grant Recipient projects to remain unspent and uncommitted, the report must state whether they are necessary to maintain an adequate year-end balance, whether the Grant Recipient has a clear intention to use the funds for a specific purpose falling within the Funded Activities, or whether the intention is to retain the funds as part of the Grant Recipient's general reserves.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activity:
 - 5.2.1. Fees charged or to be charged to the Grant Recipient by the external auditors for auditing the financial accounts of the Grant Recipient.
 - 5.2.2. giving evidence to Parliamentary Select Committees;
 - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of work being undertaken by the Grant Recipient.
 - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
 - 5.2.5. providing independent, evidence based policy recommendations to local government, departments or government ministers; and
 - 5.2.6. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure:
- 5.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
 - 5.3.3. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.4. input VAT reclaimable by the grant recipient from HMRC;
 - 5.3.5. payments for activities of a political or exclusively religious nature.

6. REVIEWS

- 6.1. The Authority will review the Grant Recipient's delivery of the Funded Activities during and at the end of the Funding Period. It will take into account the Grant Recipient's delivery of the Funded Activities set out in Annex 2 of this Grant Funding Agreement. As part of the review the Authority will review any reports produced by the Grant Recipient in accordance with paragraph 7 of these Conditions.

7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are being met and that the Agreement is being adhered to.
- 7.2. The Grant Recipient will notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties.
- 7.3. At the Authority's written request, the Grant Recipient shall provide the Authority with financial reports and operational reports on its use of the Grant and delivery of the Funded Activities, containing such information, and in such formats as the Authority may reasonably require. The Grant Recipient shall provide the Authority with each report on a date to be determined by the Authority. The Authority may at its discretion provide the Grant Recipient with feedback on the adequacy of a report and may also require the Grant Recipient to re-submit a report, having taken into account any issues raised in the Authority's feedback.
- 7.4. Where the Grant Recipient has obtained funding from a third party for its delivery of part of the Funded Activities, the Grant Recipient shall include the amount of such funding in its financial reports together with details of the purpose for which that funding has been used.
- 7.5. The Parties, if requested by the Authority, shall meet annually to carry out a review of the performance of the Grant Recipient in respect of the Funded Activities, and to consider key issues and risks relating to the Funded Activities. These meetings shall take place at the Authority's premises, unless otherwise agreed or, where suitable, conducted by phone or video-conference.

- 7.6. The Grant Recipient shall on request provide the Authority with such further information, explanations and documents as the Authority may require in order for it to establish that the Grant Funding has been used properly in accordance with this Agreement.
- 7.7. The Grant Recipient shall permit any person authorised by the Authority access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations as required during the Funding Period and for so long as any Grant remains unspent.
- 7.8. The Grant Recipient shall permit and facilitate any person authorised by the Authority for that purpose to visit the Grant Recipient to monitor the delivery of the Funded Activities.
- 7.9. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of the relevant report):
 - 7.9.1. that the reports and information it gives pursuant to this paragraph 7 are accurate; and
 - 7.9.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given.

8. AUDITING AND ASSURANCE

- 8.1. Within six months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide annual accounts audited by an independent and appropriately qualified auditor where the Grant is clearly segregated from other funds.
- 8.2. The Authority may, at any time during and up to six years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activity sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with any sub-contractors.
- 8.3. The Grant Recipient shall:
 - 8.3.1. ensure that an independent external auditor is nominated to verify the final statement of expenditure and income submitted to the Authority;
 - 8.3.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
 - 8.3.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 8.4. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to correspondence) relating to the Eligible Expenditure and all income generated by Funded Activities during the Funding Period, and retain all accounting records relating to that expenditure and income for a period of six years from the date on which the Funding Period ends.

8.5. The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to Funded Activities for a period of six years from the date on which the Funding Period ends.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

9.1. The Grant Recipient will at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.

9.2. The Grant Recipient must have a sound administration and audit process, including appropriate internal financial controls to safeguard against fraud, theft, money laundering, terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.

9.3. For any case of actual or suspected theft or financial irregularity, the Grant Recipient shall give careful consideration as to whether the case is one that the Authority might reasonably consider significant. For the avoidance of doubt, this includes (but is not limited to) any case such that, were it to become known to a Third Party, it would be capable of bringing the reputation of the Grant Recipient, the Funded Activities or the Authority into disrepute.

9.4. Where the Grant Recipient, acting reasonably, considers that the condition at paragraph 9.3 is met, it shall include full information on the suspected theft or financial irregularity in the next Quarterly Report.

9.5. The Grant Recipient shall also give careful consideration as to whether the case is such that the Authority might reasonably wish to be informed of it sooner than the date of the next Quarterly Report. Where the Grant Recipient, acting reasonably, considers that this condition is met, it shall notify the Authority of the suspected theft or financial irregularity without delay.

9.6. For any case of actual or suspected theft or financial irregularity, the Grant recipient shall, at the request of the Authority, explain to the Authority what steps are being taken to investigate the case and keep the Authority informed about the progress of such investigation. If so requested by the Authority, the Grant Recipient shall refer the case to external auditors or other third parties as required. The Grant Recipient may be required to provide statements and evidence to the Authority or appropriate investigating organisation as part of pursuing sanctions, criminal or civil proceedings.

9.7. The Authority will have the right, at its absolute discretion, to insist that Grant Recipient take additional steps to address any actual or suspected theft or financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient.

9.8. Suspected theft or financial irregularity includes any matter which the Grant Recipient, acting with due care, ought reasonably to have suspected.

9.9. The Grant Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

9.10. For the purposes of this paragraph 9.7 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

12. TRANSPARENCY

- 12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

13. STATUTORY DUTIES

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law not limited to the Information Acts and the HRA.

- 13.2. The Grant Recipient hereby acknowledges that the Authority is subject to requirements under the Information Acts. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to the Authority to assist the Authority's compliance with its information disclosure obligations.
- 13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. STAFFING AND MEMBERSHIP

- 14.1. The Grant Recipient shall determine staff terms and conditions with due regard for economy, efficiency and value for money in the delivery of the Funded Activities. In determining staff terms and conditions, the Grant Recipient shall give consideration to any general policy on public sector pay which may be in effect or announced by the government from time to time.
- 14.2. Under this paragraph 14 staff means any employees, officers, agents, professional advisors and consultants employed by the Grant Recipient for the purposes of the Funded Activities.
- 14.3. The Grant Recipient shall immediately notify the Authority if the Grant Recipient becomes aware, or suspects, or, acting with due care, ought reasonably to suspect that any of its members or senior executive officers or post holders:
 - 14.3.1. has acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - 14.3.2. has taken any actions which unfairly bring or are likely to unfairly bring the Authority, the Grant Recipient or the Funded Activities into disrepute. Actions include omissions in this context.
- 14.4. Under this section 14.3 members or senior executive officers or post holders means any duly authorised directors or senior executive responsible managers or members of the Grant Recipient's board.

15. DATA PROTECTION, PUBLIC PROCUREMENT AND STATE AID

Data Protection

- 15.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 15.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 15.

Public Procurement

- 15.3. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 15.4. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

State aid

- 15.5. Where state aid may apply to the Funded Activities:
 - 15.5.1. The Grant Recipient will make sure the Funded Activities are structured so they are compatible with State Aid Law; and
 - 15.5.2. The Grant Recipient will maintain appropriate records of compliance with the State Aid Law and will take all reasonable steps to assist the Authority to comply with State Aid Law requirements and respond to any investigation(s) instigated by the European Commission (or its Domestic Successor) into the Funded Activities or any equivalent regulatory body as the case may be.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Intellectual Property in all IPR Material will be the Property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material developed using the Grant monies for the purpose of supporting other projects.
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

- 17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

- 18.1. The Grant Recipient shall keep and maintain an accurate and up-to-date register of all its Fixed Assets with a value exceeding the minimum set by the Grant Recipient's accounting policy.
- 18.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.

Disposal of Assets

- 18.3. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 18.4. Any disposal by the Grant Recipient of Assets other than land shall be at market value.
- 18.5. Land may be disposed of for less than the best consideration that can reasonably be obtained, but only subject to the conditions set out in the Local Government Act 1972: General Disposal Consent (England) 2003 and the associated Office of the Deputy Prime Minister Circular 06 of 2003 (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7690/462483.pdf). In all cases, this includes the condition that the undervalue does not exceed £2,000,000 (two million pounds sterling). Where such disposal at undervalue occurs, the Grant Recipient shall include the details of the disposal in the next Quarterly Report.
- 18.6. If the Grant Recipient makes any disposal of Assets, or any series of related disposals, the proceeds of which exceed £2,000,000 (two million pounds sterling), the Grant Recipient shall include in the next Quarterly Report details of how it has made use of the proceeds from that disposal or those disposals.

19. INSURANCE

- 19.1. The Grant Recipient will, with effect from the Commencement Date, during the term of the Funding Period and for six years after termination or expiry of the Grant Funding Agreement, ensure that it holds all appropriate forms of insurance necessary for the normal execution of its activities and any such extension of cover as may be necessary for the activities or risks associated with the Funded Activities.
- 19.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. ASSIGNMENT

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

- 20.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

21. LOSSES AND SPECIAL PAYMENTS

- 21.1. The Grant Recipient must include any debts or liabilities written off and any Special Payments or series of connected debts or liabilities written off and any Special Payments made in connection to this Grant Funding Agreement above £2000 in the Quarterly Report.

22. PUBLICITY

- 22.1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from any reports submitted to the Authority, including but not limited to the reports submitted under paragraph 7.
- 22.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 22.3. If the Grant Recipient wishes to use the Authority's name and logo it must first seek the Authority's written permission. If the Grant Recipient is given permission to use the Authority's name and logo, it will comply with all reasonable branding guidelines issued by the Authority from time to time.

23. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 23.1. The Authority will notify the Grant Recipient, where reasonably possible of such changes to the activities, which are supported by the Grant, in advance to coming into effect. The Authority will have regard to any legally binding agreements the Grant Recipient has already entered into, which might be affected by such changes.
- 23.2. The Grant Recipient will accommodate any reasonable changes to the Authority's needs and requirements under these Conditions.

24. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

- 24.1. Without prejudice to the Authority's other rights and remedies, if the Grant Recipient fails to comply with any of its obligations in the Grant Funding Agreement the Authority may at its discretion, reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.
- 24.2. Where the Authority requires any part or all of the Grant to be repaid in accordance with paragraph 24.1 above, the Grant Recipient shall repay this amount no later than 30 days of the date it received the demand for repayment. If the Grant Recipient fails to repay the Grant within 30 days of a demand from the Authority for payment, the sum will be recoverable summarily as a civil debt.
- 24.3. The Authority may exercise its rights set out in paragraph 24.1 if, in particular, any of the following events occurs:

- 24.3.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities or fails to comply with any of the other obligations of the Grant Funding Agreement;
- 24.3.2. the Grant Recipient uses the Grant for Ineligible Expenditure;
- 24.3.3. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and, in particular, fails to meet to a material extent the agreed outcomes set out in the Management Plan;
- 24.3.4. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 24.3.5. the Grant Recipient obtains funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 24.3.6. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 24.3.7. the Grant Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient or a Third Party, as soon as they become aware of it;
- 24.3.8. the Authority determines (acting reasonably) that the Grant Recipient has:
 - (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigned or novated the Grant to any Third Party without the Authority's consent;
 - (iv) ceased to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (v) become Insolvent as defined by section 123 of the Insolvency Act 1986, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - (vi) incurred expenditure on activities that breach the Law;
- 24.3.9. the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of State Aid Law or the Grant Recipient fails to comply with the provisions of the exemption or scheme under State Aid Law that applies to the Funded Activities and the Grant;
- 24.3.10. The Grant Recipient breaches the Code of Conduct for Grant Recipients (the "[Code of Conduct](#)") and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 28.

Rights reserved for the Authority in relation to an Event of Default

- 24.4. Where, the Authority determines that an Event of Default has or may have occurred, the Authority may by written notice to the Grant Recipient take any one or more of the following actions:
 - 24.4.1. suspend the payment of Grant for such period as the Authority shall determine; and/or
 - 24.4.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 24.4.3. cease to make payments of Grant to the Grant Recipient under the Grant Funding Agreement and (in addition) require the Grant Recipient to repay the Authority the

whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
24.4.4. terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 24.5. If the Authority gives written notice to the Grant Recipient pursuant to paragraph 24.4 to suspend payment of Grant, such notice shall specify the relevant Event of Default and give the Grant Recipient an opportunity to rectify the relevant Event of Default by submitting a draft Remedial Action Plan for approval by the Authority.
- 24.6. Where the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 24.5, the draft Remedial Action Plan shall be submitted to the Authority for approval, by such date as the Authority, acting reasonably, shall specify.
- 24.7. The draft Remedial Action Plan shall set out:
- 24.7.1. full details of the Event of Default; and
 - 24.7.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales for such steps.
- 24.8. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 24.9. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 24.10. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 24.11. If the Authority does not approve the draft Remedial Action Plan the Authority may at its absolute discretion terminate the Grant Funding Agreement.
- 24.12. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 24.4.3 or 24.4.4 unless the Grant Recipient has failed to rectify the default pursuant to paragraph 24.5 to the satisfaction of the Authority.

25. DISPUTE RESOLUTION

- 25.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 25.2. All disputes and complaints shall be referred in the first instance to the Parties' Representatives.
- 25.3. If the dispute cannot be resolved between the Parties' Representatives within a maximum of three months, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

26. LIMITATION OF LIABILITY

- 26.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
- 26.2. Subject to this paragraph 26, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

27. VAT

- 27.1. For the avoidance of doubt, the Authority and the Grant Recipient consider that the Funded Activities are outside the scope of VAT. It is therefore not envisaged that there will be a service on which VAT will be properly charged.
- 27.2. Notwithstanding paragraph 27.1, if VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 27.3. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided the Grant Recipient shall at the same time or as the case may be on demand by the Authority in addition to such sums or other consideration pay to the Authority all the VAT so payable upon the receipt of a valid VAT invoice.

28. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 28.1. The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the [Code of Conduct](#) and that it will ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 28.2. If the Grant Recipient becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct, it shall notify the Authority of these by including them in the next Quarterly Report
- 28.3. If, having given the matter due consideration, the Grant Recipient considers that the Authority might reasonably wish to be informed of an actual or suspected breach of the Code of Conduct sooner than the date of the next Quarterly Report (for example because the matter is such that, were it to become known to a Third Party, it would be capable of bringing the Funded Activities, the Grant recipient or the Authority into disrepute), the Grant Recipient shall notify the Authority immediately.
- 28.4. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 24.3.10

29. NOTICES

29.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 5 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 5 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

30. GOVERNING LAW

30.1. These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by:
Signature

[insert authorised signatory's name]
Title

for and on behalf of the [insert name of Department]
Date

SIGNED by
Signature

[insert authorised signatory's name]
Title

for and on behalf of [insert name of Recipient]
Date

ANNEX 1 – GRANT FUNDING LETTER



Department
for Environment
Food & Rural Affairs

Nobel House
17 Smith Square
London SW1P 3JR

T 03459 335577
helpline@defra.gsi.gov.uk
www.gov.uk/defra

All National Park Authority Chairs

21 January 2016

From Rory Stewart OBE MP

Parliamentary Under Secretary of State for Environment and Rural Affairs

Thank you for your letter of the 29 November about the outcome of the Spending Review. You are clearly aware of the Chancellor of the Exchequer's announcement that the funding for National Parks and Areas of Outstanding Natural Beauty would be protected. I am happy to be able to confirm that the protection will be in real terms and that there will be additional funding for the recently announced extensions of the Yorkshire Dales and Lake District National Parks. I have set out in the table below the National Park Authorities grant for the financial years 2016/2017 to 2019/20.

	2015-2016	2016/17	2017/18	2018/19	2019/20
	£	£	£	£	£
Broads Authority	3,188,952	3,243,802	3,299,595	3,356,348	3,414,078
Dartmoor	3,573,586	3,635,052	3,697,575	3,761,173	3,825,865
Exmoor	2,999,762	3,051,358	3,103,841	3,157,227	3,211,532
Lake District	5,218,491	5,284,481	5,402,483	5,495,406	5,589,927
New Forest	3,037,096	3,089,334	3,142,471	3,196,521	3,251,501
North York Moors	4,092,793	4,163,189	4,234,796	4,307,634	4,381,726
Northumberland	2,496,673	2,539,616	2,583,297	2,627,730	2,672,927
Peak District	6,257,122	6,364,744	6,474,218	6,585,575	6,698,847
South Downs	9,794,737	9,963,206	10,134,574	10,308,888	10,486,201
Yorkshire Dales	4,070,398	4,540,613	5,054,433	5,141,369	5,229,801

This settlement reflects the huge value the Secretary of State and I attach to the National Parks and how impressed we have been by the impact that the Authorities are having across a whole range of important issues, including: natural capital, ecosystems services, water catchment, rural business and food production and community engagement, as exemplified in your November letter. We very much look forward to working with you and your Chief Executives in the delivery of Defra's priorities and in particular the 25 Environment Plan and a new Plan for the National Parks.

I am copying this letter to Andrew Sells at Natural England, and Paul Hamblin at National Parks England.



INVESTORS
IN PEOPLE

ANNEX 2 –THE FUNDED ACTIVITIES

Background/purpose of the Grant

- 1.1. The Environment Act 1995 sets out the purposes and functions of National Parks
- 1.2. The Accounts and Audit Regulations 2015 set out the accounting framework for the Grant Recipient.

Funded Activities

- 1.3. The Funded Activities are activities which enable the Grant Recipient to comply with its obligations in accordance with the Law and in particular to deliver the purposes and functions of National Parks as set out in the Environment Act 1995 and its own activities set out in the National Park Management Plan (as defined in section 66 of the Environment Act 1995) and its responsibilities as a statutory planning authority as defined in sections 67 and 68 of the Environment Act 1995 from time to time.

DRAFT

ANNEX 3 – PAYMENT SCHEDULE

INSTALMENT/ INSTALMENT PERIOD	CLAIM DATE	EXPECTED PAYMENT DATE
April - 1st instalment	22 March 2019	4 April 2019
July - 2nd instalment	19 June 2019	4 July 2019
October - 3rd instalment	13 September 2019	3 October 2019
January - 4th instalment	6 December 2019	7 January 2020

DRAFT

ANNEX 4 - GRANT CLAIM

Note: all supporting information referred to in the Grant Funding Letter or this payment schedule must be submitted in accordance with the claims procedures and conditions of payment at the foot of this payment schedule.

This document is an invoice for the Protected Landscapes Team in Defra's Land Use Directorate.

1. Applicant's Name and Address	2. Grant Recipient Name
3. Amount of Grant Offer:	5. Amount of Grant Claim
4. Period of Grant Offer	6. Period covered by Grant claim
7. Claim type Q1 Q2 Q3 Q4* (* Delete as applicable)	8. PO number 9. Grant Claim unique identification number (e.g. the Grant Recipient's invoice no.)
10. Breakdown of expenditure claimed Note: Note: Please use key headings as contained in your annual forecast provided under Annex 6 or Management Plan, continuing on a separate sheet if necessary	
(a) Functional Head	(b) Eligible Expenditure for following quarter (to be invoiced)
Total to be claimed	
I certify that: <ul style="list-style-type: none"> i. The Funded Activities to which the claim relates are planned as set out in the grant recipient's management plan and/or have been completed as planned; ii. The items of Expenditure incurred/anticipated comprise only Eligible Expenditure which does not fall within any of the categories of Ineligible Expenditure in the Grant Funding Agreement. iii. I have to the best of my knowledge and belief complied with all the Conditions subject to which I have agreed to receive the Grant have been met. iv. In completing this Claim Form I have been truthful, accurate and complete and have in good faith given honest estimates of any anticipated Eligible Expenditure. <p>I therefore invoice payment of £</p> <p>Signed Name (CAPS)</p>	

Date	Position
------------	----------------

Claims procedures and conditions of payment

- I. All payments made in respect of any Claim form are made subject to the payment terms below and to the Authority’s right to demand repayment in accordance with the Conditions in paragraph 24 of your Grant funding Agreement.
- II. The Grant Recipient must submit four separate claims for payment of each instalment of the Grant on dates set out in Annex 3 in respect of actual and forecast Eligible Expenditure as explained in the form above. All sections of the claim form must be fully and accurately completed and submitted to: NationalParks.AONBS@defra.gov.uk
- III. The Authority may request the Grant Recipient to provide additional evidence of how the Grant is used at any time.
- IV. The Grant Recipient must only include the relevant allocations of Eligible Expenditure to the relevant activity and the basis of any apportionment/allocation must be clearly set out in the breakdown.
- V. If the Grant Recipient is unsure whether Expenditure is Eligible Expenditure or Ineligible Expenditure, the Authority’s written consent should be obtained before incurring that Expenditure.

ADDITIONAL QUARTERLY REPORTING	
AREA OF REPORTING – please cross reference to the section of the Grant Funding Agreement	DETAILS

ANNEX 5 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	Daniel Jones, Meghna Patel
Position in organisation	Protected Landscape Team
Email address	NationalParks.AONBS@defra.gov.uk
Telephone number	020 8026 3689
Postal address	Protected Landscapes Defra Seacole Building, 2 Marsham Street London

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	Contact 1	Contact 2
Organisation		
Name of contact		
Position in organisation		
Email address		
Telephone number		
Fax number		
Postal address		

Please inform the Authority if the Grant Recipient's main contact changes.

ANNEX 6 - ESTIMATE OF ANNUAL INCOME AND EXPENDITURE

NATIONAL PARKS GRANT – PROFILE OF EXPENDITURE FOR 20____/____

To be submitted to Defra by _____

_____ National Park Authority

Forecast Total	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Gross Expenditure – by functional headings				
Conservation of the Natural Environment				
Conservation of Cultural Heritage				
Recreation Management and Transport				
Promoting Understanding				
Rangers, Estates and Volunteers				
Development Control				
Forward Planning and Communities				
Specialist Ringfenced Accounts				
Service Management and Support Services				
Corporate and Democratic Core				
Non Distributed Costs				
Income (excluding NPG) – by functional headings				
Conservation of the Natural Environment				
Conservation of Cultural Heritage				
Recreation Management and Transport				
Promoting Understanding				
Rangers, Estates and Volunteers				
Development Control				
Forward Planning and Communities				
Specialist Ringfenced Accounts				
Service Management and Support Services				
Corporate and Democratic Core				
Non Distributed Costs				
<hr/>				
Total (approved net expenditure)				
<hr/>				
Below the line items/accounting adjustments				
<hr/>				

Total Estimated NPG Claim

Total Estimated NPG Claim
(as a % of total NPG)

External funding providers e.g. grants, project funding	£Amount

Signed (National Park Officer or Nominated Officer)

On behalf of the National Park Authority

Date

DRAFT

DARTMOOR NATIONAL PARK AUTHORITY

6 September 2019

PROPOSED NEW EXTENSION TO POSTBRIDGE VISITOR CENTREReport of The Head of Communications and FundraisingRecommendation: That Members:

- (i) **Note the progress of the project to date and the funding approval received from the Rural Development Programme for England;**
- (ii) **Note the verbal update on the viability of the proposed lowest tender (that will be provided at the meeting on 6 September 2019), and if viable;**
- (iii) **Approve the instruction to notify the preferred bidder of our intention to proceed and following the standstill period, proceed to the construction phase.**

1. Background

- 1.1 In March 2019 (NPA/19/009) Members agreed to submit a funding bid to the Rural Development Programme for England (RDPE) for a new extension to the visitor centre at Postbridge, building on the vision and investment realised through the National Lottery Heritage Fund Landscape Partnership - Moor than meets the eye (MTMTE).
- 1.2 The vision is for an enhanced visitor centre that will provide an improved resource for visitors and be better able to tell the story of Bronze Age Dartmoor and interpret the findings from Whitehorse Hill. The extended centre would, through its improved offer, seek to increase the visitor dwell time, improve understanding and provide an economic benefit to the area.
- 1.3 The Postbridge project itself is split into three parts:
- The MTMTE project telling the story of the Bronze Age and the finds at Whitehorse Hill
 - The funding bid to the RDPE
 - The design and construction of the redeveloped centre

2 Progress to date

- 2.1 At the end of May 2019 we opened an improved interpretation offer at Postbridge Visitor Centre, telling the story of the Bronze Age on Dartmoor and the finds at Whitehorse Hill. This was funded, in part, through the National Lottery Heritage Fund Landscape Partnership – MTMTE. The improved interpretation has been well received by visitors.
- 2.2 Following Members approval to proceed with the funding bid to the RDPE for 100% capital funding for a new extension to the visitor centre, a grant application was

submitted with an estimate of construction costs from our quantity surveyor. The grant application was for £551,000 and included a contingency sum of approximately 10% of the overall construction costs.

- 2.3 In June we were notified by the Rural Payments Agency that our funding bid had been successful and we had been awarded the full amount. This was subject to us obtaining construction tenders for the work. One of the conditions of the funding is that we cannot exceed the total funding amount we have been awarded. Neither can we 'top-up' the funding with public money. If, however, the tender price is less than the approved funding, we can only claim funding up to that amount.
- 2.4 Following notification of our successful bid we went out to competitive tender for the construction phase of the project via Devon County Councils Standing List of Approved Contractors [SLOAC].
- 2.5 We received three tenders for the construction and only one is within our budget. At the time of writing a full evaluation of the two lowest cost tenders is being carried out by our quantity surveyor to ensure viability. Members will be advised, at the meeting, on the results of the evaluation by our quantity surveyor and whether we are in a position to proceed to instruct the preferred bidder (subject to agreement).

3 Next steps

- 3.1 If Members agree to proceed with the project, the contractor will be notified that they are our preferred supplier and we will enter a 10 day standstill period. Following that a letter of intent will be issued and the four week contractor mobilisation period will begin.
- 3.2 Postbridge Visitor Centre will be closed from 23 September 2019 to allow removal of interpretation and shop fittings, prior to the contractor starting work on 21 October.
- 3.3 The contractor will fence the construction area as per the attached drawing (see Appendix 1). Part of the car park and the toilets will remain open throughout the construction period.
- 3.4 The construction period will be for 32 weeks, at which point the new centre will be fitted out. Subject to the project going to plan we anticipate the improved, extended centre opening in July 2020.

4 Financial Implications

- 4.1 If we are in a position to proceed with the construction contract and Members approve this then the construction costs (to the value of the accepted tender) will be funded via the RDPE grant.
- 4.2 The Authority will not be able to use its own resources to 'supplement' or 'top up' this contract and this is a key risk. We have sought to minimise this risk through our project managers (NPS) and quantity surveyor scrutinising and evaluating the tenders in terms of their costs and match with the tender specification. This process was on-going at the time of writing this report and will be reported verbally at the Authority meeting.

5 Conclusion and Recommendation

- 5.1 The award of a 100% grant from the RDPE (up to a maximum value of £551,000) enabled us to proceed to the tender stage. Subject to the evaluation of the tenders by our project managers and quantity surveyor we hope to be in a position to recommend to Members that they approve an instruction to notify the preferred bidder of our intention to proceed and following the standstill period, proceed to the construction phase.

SAMANTHA HILL

Attachments: Appendix 1 – Map – Contractors' Working Area

20190906 SH Postbridge Visitor Centre

DARTMOOR NATIONAL PARK AUTHORITY

6 September 2019

DEVON AND SOMERSET FIRE AND RESCUE SERVICE CONSULTATIONReport of Chief Executive (National Park Officer)

Recommendation: That Members authorise the Chief Executive to respond to the current Devon and Somerset Fire and Rescue Service consultation 'Safer Together' highlighting the points in section 3 of this report.

1 Background

- 1.1 Dartmoor National Park Authority has, predominantly through its Ranger Service, developed a close working relationship with the Devon and Somerset Fire and Rescue Service (DSFRS). This is manifest in joint attendance at a range of emergency incidents from wild fires to accidents and rescues for lost persons.
- 1.1 On 3 July DSFRS launched a consultation – [Safer Together](#) - on the future needs of the service. Responses to the consultation need to be submitted by 22 September 2019. The consultation identifies proposed changes to ensure that the Service can meet future needs whilst making best use of resources and achieve financial savings. Within the consultation there are seven options, the first six are cumulative and the seventh provides for a mix of any element within the first six options. Of particular relevance to the National Park, the first option includes closure of Ashburton Fire Station and the fifth option includes a change to the status of the second fire engine to a night only on-call service at Okehampton and Tavistock.

2 Implications of the proposed changes to Dartmoor National Park

- 2.1 There are two particular risks that officers feel should be highlighted in the Authority's response to the current consultation: wildfires and heritage buildings.

Wild fires

- 2.2 Large parts of the Dartmoor's moorland is of international importance for wildlife and, in recognition, designated as a Special Area of Conservation. Dartmoor has 8,500ha of blanket bogs (3.5% of the total area in England), 7,300ha of upland heath (3% of the total area in England) and 2,700ha of upland oakwoods (13% of the total in England). Wild fires pose a considerable risk to these habitats and associated species – a risk that is likely to increase with climate change. We have seen two large wild fires on Dartmoor over the last two years and in response to this the DSFRS appointed a Fire Link Officer who is working with partners to consider future operation and practice to ensure a full and effective response to wild fires. It is essential that fire crews responding to such fires have knowledge of the terrain, relevant experience of dealing with such incidents (and with partners such as the commoners) and are able to respond in a timely manner. The implications of the proposed changes to DSFRS's ability and capacity to respond to wild fires is not clear from the consultation paper.

Heritage at risk

- 2.3 There are over 2,070 listed buildings within the National Park and 588 of these are thatched (predominantly located on the eastern side of the National Park). These buildings are an important part of the heritage of the National Park. The Authority's own property, Higher Uppacott at Poundsgate, is a prime example of a high heritage asset and has equal status to Exeter Cathedral in terms of immediate DSFRS response times. We would like a re-assurance that any changes to the DSFRS capacity would not reduce the ability to respond to fires in such historic assets (in terms of response times, access to equipment, expertise etc.).
- 2.4 Under Section 11 A of the National Parks and Access to the Countryside Act 1949 all relevant authorities are under a statutory duty to have regard to the relevant Park purposes when coming to decisions or carrying out their activities relating to or affecting land within the National Parks. We believe that DSFRS is a 'relevant authority' and should thus have regard to National Park purposes when coming to decisions or carrying out their activities within the National Park.

3 Conclusion and Recommendation

- 3.1 It is recommended that Members authorise the Chief Executive (National Park Officer), in consultation with the Chairman, to submit a response to the consultation paper 'Safer Together' issued by DSFRS. The response should emphasise the statutory duty on DSFRS, as a 'relevant authority' under the terms of Section 11A of the National Parks and Access to the Countryside Act 1949 to have regard to National Park purposes when coming to decisions or carrying out their activities within the National Park and highlight the particular risks around wild fires and heritage assets (as outlined above).

KEVIN BISHOP

Background Papers:

Safer Together Consultation Paper issued by Devon and Somerset Fire and Rescue Service

<http://www.dsfire.gov.uk/SaferTogether/ServiceDeliveryConsultation/documents/Consultationdocument.pdf>

DARTMOOR NATIONAL PARK AUTHORITY

6 September 2019

**TREE PRESERVATION ORDERS, SECTION 211 NOTIFICATIONS
(WORKS TO TREES IN CONSERVATION AREAS)
AND HEDGEROW REMOVAL NOTICES
DETERMINED UNDER DELEGATED POWERS**

Report of the Trees and Landscape Officer

Recommendation : **That the decisions be noted.**

TPO APPLICATIONS**West Devon****Ref: 19/0011****Church House, Throwleigh****SX 6672 9082**

Application to reduce branches growing towards a barn. The works are minor and consent was granted subject to conditions:

1. Five working days' notice to be given to the Authority prior to the commencement of approved works.
2. All works are carried out in accordance with British Standard 3998:2010 Tree Work - Recommendations.

SECTION 211 NOTICES**Teignbridge****Ref: 19/0009****The Old School, Moretonhampstead****SX 7548 8616**

Notification to fell seven ash trees. The trees have minimal amenity value and the felling will have minimal impact on the character of the Conservation Area.

A Tree Preservation Order has not been made.

Ref: 19/0013**South Park, Ilsington****SX 7865 7613**

Notification to fell six cypress trees. The felling will have impact on the character of the Conservation Area, but the Parish Council do not support protecting the trees with a TPO.

A Tree Preservation Order has not been made.

Ref: 19/0014**Middle Wreyland, Lustleigh****SX 7880 8120**

Notification to re-pollard a holly tree. The works will have minimal impact on the character of the Conservation Area.

A Tree Preservation Order has not been made.

Ref: 19/0015

8 Ford Street, Moretonhampstead

SX 7534 8614

Notification to fell six cypress trees and one ash. The cypress trees have minimal amenity value and the ash tree is causing a high retaining wall to collapse.

A Tree Preservation Order has not been made.

West Devon

Ref: 19/0010

Church House, Throwleigh

SX 6679 9078

Notification to reduce a yew tree. The works are minor and will have minimal impact on the health or appearance of the tree.

A Tree Preservation Order has not been made.

Ref: 19/0012

Village Green, Meavy

SX 5405 6719

Notification to selectively reduce two oak trees. The works are required to prevent branch or whole tree failure.

A Tree Preservation Order has not been made.

Ref: 19/0017

Haycroft, Murchington

SX 6868 8832

Notification to fell five ash trees and crown lift a cedar. The works to the cedar are minor and the cypress trees have minimal amenity value and the felling will have minimal impact on the character of the Conservation Area.

A Tree Preservation Order has not been made.

South Hams

Ref: 19/0016

St Petroc's Church, South Brent

SX 6965 6025

Notification to reduce low branches growing towards the church. The works will prevent the tree damaging the church.

A Tree Preservation Order has not been made.

BRIAN BEASLEY