

Malvern Hills Area of Outstanding Natural Beauty (AONB)

Memorandum of Understanding

April 1st 2015 - March 31st 2019

1. Local Authority Partners

- 1.1 As the local authority partners for the Malvern Hills Area of Outstanding Natural Beauty (AONB) we; Forest of Dean District Council, Gloucestershire County Council, Herefordshire Council, Malvern Hills District Council and Worcestershire County Council, are committed to the purpose and functions of the AONB Partnership. The current AONB Partnership membership, terms of reference, structure and operation can be found at: http://www.malvernhillsaonb.org.uk/aonb_partnership.html.
- 1.2 To help deliver our duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000, including
- a) the operation and management of an AONB Partnership, led by a Joint Advisory Committee and an AONB Staff Unit to act on behalf of the Partnership and
 - b) the publishing, reviewing and monitoring of the AONB Management Plan, which we delegate to the AONB Partnership,
- we hereby formally commit to the 2014-19 Business Plan for the Malvern Hills AONB Unit dated 24/09/14, (Appendix 1) and as previously agreed by the AONB Steering Group on the same date.
- 1.3 Outline financial contributions as agreed by the Steering Group are contained within the Business Plan (page 11 in Appendix 1). These figures are intended to give medium term security, matching Defra's commitment to an AONB funding programme. The funding from Defra is only available to the Partnership to support the purposes of the AONB and to assist delivery of the statutory Management Plan.
- 1.4 Contributions will be paid to Worcestershire County Council, the local authority responsible for the Partnership's finances, by June 30th in each year. Worcestershire County Council will host the Staff Unit on behalf of the Partnership (see 2 below).
- 1.5 Each local authority will provide a recognised lead officer and contact on the AONB Steering Group that oversees the budget management of the AONB Staff Unit. Relevant officers may also support their elected members on the Joint Advisory Committee (JAC).

2. AONB Staff Unit

- 2.1 The Staff Unit will work for the whole AONB Partnership and have its own identity. Activities and Core Functions (as defined in Schedule 1) will be delivered on behalf of the AONB Partnership, rather than that of the Host Authority, or individual Parties. The independence of the AONB Partnership from the Host Authority is particularly necessary when the Partnership is consulted by, or is required to make comments and provide advice on, schemes and activities of its constituent Local Authorities.
- 2.2 The Host Authority remains responsible for exercising the rights and duties of the employer.
- 2.3 Subject to paragraph 3 below, should any third party claims be made against any of the local authority partners arising from the activities of the AONB Partnership, then the local authority partners shall contribute to any settlement or award in relation to the 'Haffey Formula' (see Schedule 2). This formula has been calculated by giving equal weight to the balance of 'population' and 'extent' of the AONB in each partner local authority and is long established and accepted by the partners.

2.4 This MOU and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

3. AONB Staff Redundancy Scenario

3.1 It is envisaged that Defra and Local Authority partner contributions will be sufficient to maintain the AONB Staff Unit and core functions. In the event of a redundancy situation the following will apply :

3.1.1 Any redundancy payments legally due to AONB Core Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met by the existing AONB Reserve budget.

3.1.2 The Reserve budget will be maintained at a level to cover all of the total costs to cover redundancy of the current team. This figure will be reviewed annually.

4. Reduction or termination of contributions

4.1 Any intention to reduce funding, from the contributions indicated in the attached Business Plan, should be given to the AONB Partnership and host authority, as early as possible and no less than two months before the end of the financial year.

5. Shared Vision

5.1 We will work together with Defra and other partners to ensure that the natural beauty of the Malvern Hills AONB is conserved, enhanced and promoted for the benefit of all; valuing the contribution of each AONB and the network as a whole to the protection of our finest landscapes; supporting local action and national collaboration; recognising and meeting the challenges for the future. AONBs are seen as functioning landscapes and exemplars of coherent and resilient ecological networks which can deliver wider benefits for society.

5.2 We believe that:

5.2.1 AONB management structures should be strongly supported by partners and relevant authorities.

5.2.2 the statutory requirement to produce Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.

5.2.3 security of funding and flexibility of funding for AONBs will deliver better outcomes.

5.2.4 there should be a "can do" culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.

5.2.5 monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base.

5.2.6 opportunities should be taken to maximise the synergies between the outcomes of the Management Plan with the plans of other Parties, and of the wider Protected Landscape network.

Signed on behalf of Forest of Dean District Council

Signed: Date:

Name and position:

Signed on behalf of Gloucestershire County Council

Signed: Date:

Name and position:

Signed on behalf of Herefordshire Council

Signed: Date:

Name and position:

Signed on behalf of Malvern Hills District Council

Signed: Date:

Name and position:

Signed on behalf of Worcestershire County Council

Signed: Date:

Name and position:

SCHEDULE 1

AONB STAFF UNIT CORE FUNCTIONS

1. MANAGEMENT PLAN

- 1.1 Developing, reviewing, preparing and publishing the AONB vision and the Management Plan
- 1.2 Promoting the AONB vision and Management Plan to help distinguish the AONB from adjacent countryside
- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing resources for management activities
- 1.5 Developing an involvement by the community in the management of the AONB
- 1.6 Providing a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB Partnership and other partners at a local and strategic level
- 1.7 Problem solving with the unit acting as co-ordinator and facilitators

2. ADVISORY / ADVOCACY

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

3. MONITORING

- 3.1 To monitor and report on progress against Management Plans and Annual Business Plans to the Partnership.
- 3.2 To provide monitoring and reporting information to Defra in accordance with any guidance issued by Defra

SCHEDULE 2

% CONTRIBUTIONS TO BE MADE IN ANY SETTLEMENT OR AWARD ARISING FROM ANY THIRD PARTY CLAIMS MADE AGAINST ANY OF THE LOCAL AUTHORITY PARTNERS AS A RESULT OF THE ACTIVITIES OF THE AONB PARTNERSHIP (IN ACCORDANCE WITH THE HAFHEY FORMULA)

Herefordshire Council	39.56%
Worcestershire County Council	31.04%
Malvern Hills District Council	24.84%
Gloucestershire County Council	2.52%
Forest of Dean District Council	2.04%