Critique of Runnymede Borough Council
Green Belt Review

On behalf of SMECH Management Company Ltd

January 2019

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APPENDICES

Appendix 1: Contract for Green Belt Review Instructions for Tendering, May 2014
0.0 Foreword

0.1 This ‘Critique of the Runnymede Borough Council Green Belt Review’ was undertaken by DPDS Consulting Group in 2017 and completed in October 2017. It therefore assessed the Green Belt Review evidence that was published by the Council up to October 2017.

0.2 After October 2017, the Council published further evidence documents to inform their emerging Local Plan. An Addendum has therefore been added into Section 7 of this document which reviews the additional evidence that has been published and provides an updated conclusion to the critique as a whole.

0.3 The Runnymede 2030 Local Plan was submitted on 31 July 2018 and subsequently paragraph 214 of the revised National Planning Policy Framework (NPPF) applies. References to the NPPF in the council’s Green Belt Review and our critique refer to the 2012 version of the NPPF. The section of the Planning Practice Guidance (PPG) on Local Plans states: “Where plans are being prepared under the transitional arrangements set out in Annex 1 to the revised National Planning Policy Framework, the policies in the previous version of the framework published in 2012 will continue to apply, as will any previous guidance which has been superseded since the new framework was published in July 2018.”

0.4 We would like to highlight that the substance of the Green Belt policies in the revised NPPF have not changed from that within the 2012 version of the NPPF. The changes have not been substantial or significant. It is worthy of note that paragraph 136 of the revised NPPF adds emphasis that “…Green Belt boundaries should only be altered where exceptional circumstances are fully evidenced and justified, through the preparation of updating or plan.” [DPDS emphasis]
1.0 Introduction

1.1 Development Planning and Design Services Ltd is instructed by SMECH Management Company Ltd to critique the Green Belt Review undertaken by Runnymede Borough Council to inform its emerging Local Plan.

1.2 This critique was prepared to inform representations on the draft Runnymede Local Plan consultations and also Local Plan Examination hearing statements. It will also help to inform representations our client may seek to submit in relation to planning applications for development at the DERA Longcross site.
2.0 Policy and Case Law

Policy

2.1 The Government’s policy regarding the Green Belt is set out in the National Planning Policy Framework (NPPF).

2.2 Paragraph 79 explains that:

“... The fundamental aim of Green Belt policy is to prevent urban sprawl by keeping land permanently open; the essential characteristics of Green Belts are their openness and their permanence.”

2.3 Paragraph 80 sets out the five purposes of the Green Belt:

- “to check the unrestricted sprawl of large built-up areas;
- to prevent neighbouring towns merging into one another;
- to assist in safeguarding the countryside from encroachment;
- to preserve the setting and special character of historic towns; and
- to assist in urban regeneration, by encouraging the recycling of derelict and other urban land.”

2.4 Paragraphs 82 and 83 explain the basis for amending the Green Belt:

82. The general extent of Green Belts across the country is already established. New Green Belts should only be established in exceptional circumstances, for example when planning for larger scale development such as new settlements or major urban extensions. If proposing a new Green Belt, Local Planning Authorities should:

- demonstrate why normal planning and development management policies would not be adequate;
- set out whether any major changes in circumstances have made the adoption of this exceptional measure necessary;
- show what the consequences of the proposal would be for sustainable development;
- demonstrate the necessity for the Green Belt and its consistency with Local Plans for adjoining areas; and
- show how the Green Belt would meet the other objectives of the Framework.”

83. Local Planning Authorities with Green Belts in their area should establish Green Belt boundaries in their Local Plans which set the framework for Green Belt and settlement policy. Once established, Green Belt boundaries should only be altered in exceptional circumstances, through the preparation or review of the Local Plan. At that time, authorities should consider the Green Belt boundaries having regard to their intended permanence in the long term, so that they should be capable of enduring beyond the plan period.”

2.5 Paragraph 84 explains the importance of taking into account the need to promote sustainable development:
84. When drawing up or reviewing Green Belt boundaries Local Planning Authorities should take account of the need to promote sustainable patterns of development. They should consider the consequences for sustainable development of channelling development towards urban areas inside the Green Belt boundary, towards towns and villages inset within the Green Belt or towards locations beyond the outer Green Belt boundary.

2.6 Paragraph 85 sets out the factors to consider when defining Green Belt boundaries:

85. When defining boundaries, Local Planning Authorities should:

- ensure consistency with the Local Plan strategy for meeting identified requirements for sustainable development;
- not include land which it is unnecessary to keep permanently open;
- where necessary, identify in their plans areas of ‘safeguarded land’ between the urban area and the Green Belt, in order to meet longer-term development needs stretching well beyond the plan period;
- make clear that the safeguarded land is not allocated for development at the present time. Planning permission for the permanent development of safeguarded land should only be granted following a Local Plan review which proposes the development;
- satisfy themselves that Green Belt boundaries will not need to be altered at the end of the development plan period; and
- define boundaries clearly, using physical features that are readily recognisable and likely to be permanent.

2.7 Paragraph 84 explains the circumstances in which existing villages should be included or excluded from the Green Belt:

86. If it is necessary to prevent development in a village primarily because of the important contribution which the open character of the village makes to the openness of the Green Belt, the village should be included in the Green Belt. If, however, the character of the village needs to be protected for other reasons, other means should be used, such as conservation area or normal development management policies, and the village should be excluded from the Green Belt.

2.8 Paragraphs 87 to 92 set out the circumstances in which development may be acceptable in the Green Belt.

Case Law

2.9 Current case law in relation to the process for amending Green Belts via the development plan is set out in two judgements:

- R (IM Properties) v Lichfield DC and others [2014] EWHC 2440 (Admin), handed down on 18 July 2014 (“IM Properties”)
- Solihull Metropolitan Borough Council v Gallagher Estates Ltd and others [2014] EWCA Civ 1610, handed down on 17 December 2014 (“Gallagher”)
IM Properties

2.10 IM Properties examined the basis for amending the Green Belt, whether expanding it or reducing it.

2.11 The dispute concerned whether a change to the Green Belt relied upon the basis for the original boundary being subsequently falsified (“the falsification doctrine”), whether releasing green belt land should be considered to be a last resort.

2.12 The judgement found that decisions about Green Belt boundary changes should be based on the exceptional circumstances test, and not the falsification doctrine, and that, in considering Green Belt boundary changes, the consequence for sustainable development must be considered.

“95. In my judgement to refer to a falsification doctrine is to take the words of Simon Brown LJ out of context. To elevate the words that he used into a doctrine is to overstate their significance.

96. What is clear from the principles distilled in the case of Gallagher is that for revisions to the green belt to be made exceptional circumstances have to be demonstrated. Whether they have been is a matter of planning judgment in a local plan exercise ultimately for the inspector. It is of note that in setting out the principles in Gallagher there is no reference to a falsification doctrine or that any release of green belt land has to be seen as a last resort.

97. The only statutory duty is that in Section 39 (2) (supra). In that regard the contents of paragraph 84 of the NPPF are relevant. That says,

“84. When drawing up or reviewing Green Belt boundaries Local Planning Authorities should take account of the need to promote sustainable patterns of development. They should consider the consequences for sustainable development of channelling development towards urban areas inside the Green Belt boundary, towards towns and villages inset within the Green Belt or towards locations beyond the outer Green Belt boundary.”

98. That is clear advice to decision makers to take into account the consequences for sustainable development of any review of green belt boundaries. As part of that patterns of development and additional travel are clearly relevant.

99. Here, the release from the green belt is proposed in Lichfield which is seen by the defendant as consistent with the town focused spatial strategy. The further releases have been the subject of a revised sustainability appraisal by the defendant. That found that no more suitable alternatives existed for development.

100. The principal main modifications endorsed by the defendant expressly referred to the green belt review and to the supplementary green belt review as informing the release of green belt sites. They contained advice as to the relevant tests that members needed to apply. Both documents were available to the decision making committees and were public documents. Ultimately, the matter was one of planning judgment where the members had to consider whether release of green belt land was necessary and, in so determining, had to be guided by their statutory duty to achieve sustainable development.” (DPDS Emphasis)
Gallagher

2.13 Gallagher examined a number of issues relating to the interpretation of NPPF paragraph 47. In the context of the Green Belt, it considered the interpretation of “exceptional circumstances” set out in NPPF paragraph 83.

“28. Ground 3 concerns the Inspector’s treatment of “exceptional circumstances”. NPPF paragraph 83 provides:

“...Local Planning Authorities with Green Belts in their area should establish Green Belt boundaries in their Local Plans which set the framework for Green Belt and settlement policy. Once established, Green Belt boundaries should only be altered in exceptional circumstances, through the preparation or review of the Local Plan. At that time, authorities should consider the Green Belt boundaries having regard to their intended permanence in the long term, so that they should be capable of enduring beyond the plan period.” (emphasis added)

2.14 The judgement concluded that:

“36. ... The fact that a particular site within a council’s area happens not to be suitable for housing development cannot be said without more to constitute an exceptional circumstance, justifying an alteration of the Green Belt by the allocation to it of the site in question. Whether development would be permitted on the sites concerned in this case, were they to remain outside the Green Belt, would depend upon the Council's assessment of the merits of any planning application put forward. Moreover it is to my mind significant that in essence the merits or demerits of the possible use of these sites for housing have not apparently changed since 2005 when the same Inspector took a view diametrically opposed to his conclusion at paragraph 137: in March 2005 he had clearly concluded that the sites did not need to go into the Green Belt (and in the Solihull UDP of 2006 they were earmarked for review for housing). Yet at paragraph 137 of his current Report the Inspector makes no reference to his earlier opinion. For good measure, the SLP itself (paragraph 11.6.6, which I have read) plainly does not return the sites to the Green Belt for a Green Belt Reason.”

Other Guidance


2.16 It has very little weight in the planning decision process, but provides some useful advice nevertheless. It includes advice on Green Belt reviews, which is referred to by Arup in particular in its Green Belt reviews. It reads:

“This term (Green Belt Reviews) is used in reference to looking to see whether a change will be needed to the Green Belt; and in some cases to the actual revision of Green Belt boundaries. Any review of Green Belt boundaries should involve an assessment of how the land still contributes to the five purposes noted earlier, and take place via the local plan process.

Below we look at some ways that the five purposes might each be used in assessing the contribution of land to the Green Belt when undertaking a Green Belt review. Some of these purposes will be more relevant, or important, than others on the choices to be made.
**Purpose: to check the unrestricted sprawl of large built up areas**

The terminology of ‘sprawl’ comes from the 1930s when Green Belt was conceived. Has this term changed in meaning since then? For example, is development that is planned positively through a local plan, and well designed with good masterplanning, sprawl?

**Purpose: to prevent neighbouring towns from merging into one another**

Green Belt is frequently said to maintain the separation of small settlements near to towns, but this is not strictly what the purpose says. This will be different for each case. A ‘scale rule’ approach should be avoided. The identity of a settlement is not really determined just by the distance to another settlement; the character of the place and of the land in between must be taken into account. Landscape character assessment is a useful analytical tool for use in undertaking this type of assessment.

**Purpose: to assist in safeguarding the countryside from encroachment**

Presumably all Green Belt does this, making the purpose difficult to use to distinguish the contribution of different areas. The most useful approach is to look at the difference between urban fringe – land under the influence of the urban area – and open countryside, and to favour the latter in determining which land to try and keep open, taking into account the types of edges and boundaries that can be achieved.

**Purpose: to preserve the setting and special character of historic towns**

This purpose is generally accepted as relating to very few settlements in practice. In most towns there already are more recent developments between the historic core, and the countryside between the edge of the town.

**Purpose: to assist in urban regeneration by encouraging the recycling of derelict and other urban land**

With this one, it must be the case that the amount of land within urban areas that could be developed will already have been factored in before identifying Green Belt land. If Green Belt achieves this purpose, then all Green Belt does so to the same extent and hence the value of various land parcels is unlikely to be distinguished by the application of this purpose.

On this basis the types of areas of land that might seem to make a relatively limited contribution to the overall Green Belt, or which might be considered for development through a review of the Green Belt according to the five Green Belt purposes, would be where:

- it would effectively be ‘infill’, with the land partially enclosed by development
- the development would be well contained by the landscape eg- with rising land
- there would be little harm to the qualities that contributed to the distinct identity of separate settlements in reality
- a strong boundary could be created with a clear distinction between ‘town’ and ‘country’.

The purpose of a review is for the identification of the most appropriate land to be used for development, through the local plan. Always being mindful of all of the other planning matters to be taken into account and most importantly, as part of an overall spatial strategy.
Sustainable development needs to be considered here. It is a matter of law that, ‘any person or body engaged in the preparation of Local Development Documents must exercise the function with the objective of contributing to the achievement of sustainable development’ (2004 Planning Act). Similarly reporting on the environmental implications of reasonable alternatives is a statutory requirement of plan making, and Green Belt is not an environmental matter.

Sometimes, based on what is now understood about accessibility, trip lengths, and the use of appropriate travel modes for instance, the most sustainable locations for development may well be in Green Belts. The only relevant statement in National policy on the relationship between sustainable development and Green Belts is, ‘when drawing up or reviewing Green Belt boundaries, Local Planning Authorities should take account of the need to promote sustainable development’ (NPPF para. 84).

This leads to the view that to justify the use of land in the Green Belt for development through the local plan, an assessment needs to take account of sustainability issues - such as accessibility and environmental assets - and an assessment against Green Belt purposes to be combined with a comprehensive assessment according to other issues. A common interpretation of the policy position, though not one expounded in the NPPF or the Planning Practice Guidance is that where necessitated by the development requirement, plans should identify for development of the most sustainable locations, unless outweighed by effect on the overall integrity of the Green Belt according to an assessment of the whole of the Green Belt according to the five purposes.”
3.0 Runnymede Green Belt Review

3.1 The Runnymede Green Belt Review was produced by Arup in two parts.

3.2 Part 1 was a high level review of large “general areas” against the purposes of the Green Belt, and against a series of “absolute” and “non-absolute constraints”. This was published in December 2014.

3.3 Part 2 was produced in response to representation in response to the Issues, Options and Preferred Option (Regulation 18) Consultation draft of the Runnymede Local Plan. This was published in March 2017.

Part 1 Report

3.4 The Introduction to the Part 1 Report sets out the Study Purpose. This includes:

1.1.2 “… This review was undertaken in accordance with the study brief, which is clear in its aspirations to:

- Appraise the whole of the Green Belt against the five nationally defined purposes of the Green Belt as set out in the National Planning Policy Framework.

- Identify broad areas, which could potentially be removed from the Green Belt to provide locations for residential or employment use, including sites for Gypsies, Travellers and Travelling Showpeople.

- Grade potential sites as to their suitability for development and recommend the most sustainable area(s) that could be allocated to deliver future residential or employment growth.

- Provide recommendations about where a defensible Green Belt boundary should be drawn.”

3.5 The Local Plan Context is a subsection of the Policy Context. This includes the following:

3.3.3 “Policy GB1 states that, with some limited exceptions, there will be a ‘strong presumption against development’ within the Green Belt, or that would conflict with its purposes or adversely affect its open character. The Plan does make a limited number of exceptions, where development may be permitted:

- Limited infilling and redevelopment on the eight Major Developed Sites that fall within the Green Belt (Policy GB10), i.e.
  - Royal Holloway University of London, Egham Hill, Egham
  - Brunel University, Coopers Hill Lane, Englefield Green
  - St Peter’s/ Bournewood Health Complex, Guildford Road, Chertsey
  - Hillswood, Guildford Road, Chertsey
  - Thorpe Park, Staines Road, Thorpe
  - Rusham Park, Whitehall Lane, Egham
  - Test and Evaluation Site, Chobham Lane, Longcross
  - Lyne Sewerage Treatment Works, adjacent to M25/M3 interchange.
3.3.4 **Map 3.1 shows the location of the Major Developed Sites within the Green Belt.**

3.6 Map 3.1 of the Green Belt Review Part 1 includes the DERA site at Longcross (see below).

![Map 3.1 showing the location of the Major Developed Sites within the Green Belt.](image)

3.7 The Part 1 Report refers to the withdrawn Local Plan Core Strategy 2013-2028 at paragraph 3.3.8 to 3.3.13. It explains that this emerging Local Plan was withdrawn on the recommendation of the Local Plan Inspector. The Inspector recommended that the Plan should be withdrawn because of a failure to undertake the duty to cooperate, an inadequate justification of the annual housing requirements, and a lack of evidence behind the proposed removal of the DERA Longcross site from the Green Belt.

3.8 The Part 1 Report summarises the Longcross issue as follows:

3.3.11 “The LCPS [sic - LPCS] included a recommendation that the DERA site should be removed from the Green Belt; however, the Inspector stated that there needs to be a clear justification for the release of the DERA site, as opposed to other sites within the Green Belt. Further that a boroughwide Green Belt review should identify whether or not there are any potential sites that could be released from the Green Belt.”

3.9 Paragraph 5.2.3 emphasises that the Major Developed Sites are included in the Part 1 Assessment however.

3.10 Section 5 of the Part 1 Report sets out the methodology. The following summary table is included:
3.11 All areas outside the urban area boundaries were included in the Part 1 Review, including the
DERA Longcross site (see paragraph 5.2.1).

3.12 Based, it is assumed, on NPPF paragraph 85’s reference to the need to “define boundaries
clearly, using physical features that are readily recognisable and likely to be permanent”, the
Part 1 Review then defined General Areas on the basis of “permanent and defensible”
boundaries. 41 General Areas were defined, as shown on Figure 5.2 of the Green Belt Review
Part 1 below.
3.13 Each General Area was then assessed against the five purposes of the Green Belt, using the following criteria:
Purpose 1: to check the unrestricted sprawl of large built-up areas

Table 5.3 Purpose 1 Assessment Criteria

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criteria</th>
<th>Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>To check the unrestricted sprawl of large built-up areas</td>
<td>Protects open land contiguous with or connected to a large built up area.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5: Contiguous with a large built-up area and protects open land from urban sprawl.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3: Connected to a large built-up area and protects open land from urban sprawl.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1: Contiguous with or connected to a large built-up area but does not protect land considered to be open land.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0: Area is not contiguous with or connected to large built-up area</td>
<td></td>
</tr>
<tr>
<td>Prevents sprawl of a large built-up area where development would not otherwise be restricted by a durable boundary</td>
<td>5: Provides a barrier for a large built-up area, which is weakly bordered by features lacking in durability or permanence. The large built up area may have one or two boundary features but these may be sparse or intermittent.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3: Provides a barrier for a large built-up area, which has two or more fairly prominent boundary features; and which contains at least one boundary, which is weak or lacking in permanence.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1: Provides an additional barrier for a large built-up area, which is bordered by prominent, permanent and consistent boundary features.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0: Area is not contiguous with or connected to a large built-up area</td>
<td></td>
</tr>
</tbody>
</table>

Total score  xx/10
Purpose 2: to prevent neighbouring towns merging into one another

Table 5.5 Purpose 2 Assessment Criterion

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criterion</th>
<th>Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>To prevent neighbouring towns from merging</td>
<td>Prevents development that would result in merging of or significant erosion of gap between neighbouring settlements including ribbon development along transport corridors that link settlements.</td>
<td>5: An essential gap, where development would significantly visually or physically reduce the perceived or actual distance between settlements. 3: A largely essential gap, where there may be scope for some development, but where the overall openness and the scale of the gap is important to restrict settlements from merging. 1: Less essential gap, which is of sufficient scale and character that development is unlikely to cause merging between settlements. 0: Area is not contiguous with or connected to neighbouring settlements.</td>
</tr>
</tbody>
</table>

Total score 5/5

Purpose 3: to assist in safeguarding the countryside from encroachment

Table 5.6 Purpose 3 Assessment Criterion

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criterion</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist in safeguarding the countryside from encroachment</td>
<td>Protects the openness of the countryside and is least covered by development.</td>
<td>5: Contains less than 10% built form and/or possesses a strong unspoilt rural character. 3: Contains between 10% and 25% built form and/or possesses a largely rural open character. 1: Contains between 25% and 50% built form and/or possesses a semi-urban character. 0: Contains more than 50% built form and/or possesses an urban character.</td>
</tr>
</tbody>
</table>

Total score 5/5

Purpose 4: to preserve the setting and special character of historic towns

This Purpose was excluded from the Phase 1 assessment, but included in Phase 2, for the following reason:
5.7.1 “This purpose serves to protect the setting of historic settlements by retaining the surrounding open land or by retaining the landscape context for historic features. As outlined in the advice note published by PAS, in reality the assessment of this purpose relates to very few settlements in practice. This is due largely to the pattern of modern development that often envelopes historic towns today. This is the case for all the settlements within Runnymede boundaries, as well as the settlements immediately neighbouring Runnymede’s boundaries, such as Weybridge. On this basis, purpose 4 was excluded from the assessment.

5.7.2 Although Runnymede’s settlements are not considered historic towns in line with the definition set out in the PAS advice note, it should be noted that the borough nevertheless has a rich architectural and archaeological heritage; therefore it is important that these elements are considered in the review. Thus historical assets are considered within the Phase 2 Assessment.”

3.15 **Purpose 5: to assist in urban regeneration, by encouraging the recycling of derelict and other urban land**

This Purpose was excluded from the Green Belt review for the following reason:

5.8.1 “… the advice note issued by PAS suggests that the amount of land within urban areas that could be developed will already have been factored in before identifying Green Belt land. Therefore, assessment of Green Belt against this purpose will not enable a distinction between land parcels as all Green Belt achieves the purpose to the same extent. On this basis, purpose 5 was excluded from the assessment.”

Phase 2 of the Part 1 report began by refining the General Areas. In this regard, the report notes that:

5.10.1 “The purpose of phase 2 of the review was to identify whether there are any suitable and preferential potential areas for sustainable development. A series of technical constraints were developed to assess the high level suitability of the General Areas for development. The constraints were aligned with the initial exclusion criteria identified in the Housing Context Technical Paper (2013) and Strategic Housing Land Availability Assessment (2013)...”

3.16 With regard to the Housing Context Paper, this appears to be a reference to the environmental constraints listed on pages 17 to 19. These include:

- Area liable to flooding in flood zones 3A and 3B
- Land within 400 metres of the Thames Basin Heaths Special Protection Area (SPA)
- Ancient Woodland
- Green Belt
- Special Areas of Conservation
- Sites of Special Scientific Interest
- Sites of Nature Conservation Importance

3.17 The Housing Context Paper also refers to social and economic constraints to development. These are not included in Runnymede’s Green Belt review.

3.18 **These social and economic constraints include:**
• “Political/practical reasons”, e.g. infrastructure capacity and funding (paragraph 6.14)

• “Non-planning policy reasons”, e.g. the introduction of the spare room tax and the potential for an increase in household size and a reduced demand for new homes

• “Planning policy reasons”, e.g. the potential for new student accommodation to be provided at the Royal Holloway University of London Campus, thereby freeing up dwellings currently accommodating students in Egham and Englefield Green

• The willingness of developers to build in Runnymede: “the market has consistently delivered an average of 219 dwellings per annum”

3.19 The 2013 SHLAA referred to in paragraph 5.10.1 above lists a number of “excluded areas” at paragraph 22:

• “Areas within 400m of the Thames Basin Heaths Special Protection Area
• Sites of Special Scientific Interest
• Sites that fall within Flood Zone 3 (a and b) as defined by the NPPF and its technical guidance (according to latest EA flood maps available”

3.20 Paragraphs 23 and 24 are also pertinent. They read:

23. “Although sites within the Green Belt have been included in the assessment, it is the Council’s approach to consider these only when suitable sites in the urban area have been exhausted.

24. The former DERA site at Longcross is the only exception to this as it offers a unique opportunity for a new sustainable community on a redundant brownfield site. Background work on comparing suitable Green Belt sites as reasonable alternatives to DERA has been carried out in the RBC LPCS ‘Assessment of Reasonable Alternative Strategic Sites’, November 2012.”

3.21 Phase 2 of the Part 1 Green Belt review takes the above constraints to define a list of absolute and non-absolute constraints.

3.22 Absolute Constraints are defined as follows:

5.11.1 “… Mapping of absolute constraints thus enabled the identification of the least suitable potential development locations, by identifying those areas which are subject to legal and policy restrictions, and which would therefore require very strong or exceptional justification to be included as a preferred location for sustainable growth.”

3.23 Table 5.8 gives a complete list of Absolute Constraints.
Table 5.8 Absolute Constraints

<table>
<thead>
<tr>
<th>Constraint</th>
<th>Detail</th>
<th>Commentary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flooding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Functional flood plain</td>
<td>All land within Flood Zone 3b discounted.</td>
<td>Aligns with NPPF (paragraph 100), which emphasises that the sequential test should be applied to avoid inappropriate development in areas of flood risk. A high probability of flooding within Flood Zone 3b, therefore not suitable for residential development.</td>
</tr>
<tr>
<td>Biodiversity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ancient Woodland</td>
<td>All land designated as Ancient Woodland discounted.</td>
<td>Aligns with NPPF (paragraph 118), which accords a high level of protection to Ancient Woodland unless exceptional circumstances can be demonstrated.</td>
</tr>
<tr>
<td>Local Nature Reserve (LNR)</td>
<td>All land within LNR discounted.</td>
<td>Locally important nature sites, where development is unlikely to be desirable due to ecological interests.</td>
</tr>
<tr>
<td>Ramsar</td>
<td>All land within a Ramsar discounted</td>
<td>Aligns with NPPF (paragraph 118), which accords Ramsar sites the same level of protection as other European sites. Thus as per sites designated under the Habitats Directive considered inappropriate for development.</td>
</tr>
<tr>
<td>Site of Nature Conservation Importance (SNCI)</td>
<td>All land within SNCI discounted.</td>
<td>Locally important nature conservation sites, where development proposals will not be permitted that would adversely affect ecological interests.</td>
</tr>
<tr>
<td>Site of Special Scientific Interest (SSSI)</td>
<td>All land within SSSI discounted.</td>
<td>Aligns with NPPF (paragraph 118), which states that development within SSSIs would not normally be permitted unless exceptional circumstances could be demonstrated. SSSIs protected under the Wildlife and Countryside Act 1981. Given their role in nature conservation, highly unlikely to be suitable for development.</td>
</tr>
<tr>
<td>Special Area of Conservation (SAC)</td>
<td>All land within SAC discounted.</td>
<td>Area accorded high level of protection under the European Union’s Habitat Directive. Development within a SAC considered inappropriate for development.</td>
</tr>
<tr>
<td>Special Protection Area (SPA)</td>
<td>All land within Thames Basin Heath SPA and all land within 400m of the Thames Basin Heath SPA discounted.</td>
<td>Area accorded high level of protection under the European Union’s Habitat Directive. Development within the SPA and associated 400m buffer considered inappropriate for residential development, as outlined in retained Policy NRM6 of the South East Plan. Policy NRM6 allows for employment uses within the 400m buffer.</td>
</tr>
</tbody>
</table>
3.24 Non-absolute constraints are defined as:

5.12.1 “… Whilst they are not expected to have as significant an impact on development as absolute constraints, they are still expected to limit or influence its type, form or location…”

3.25 Table 5.8 gives a complete list of Absolute Constraints.
### Table 5.9 Non-absolute Constraints

<table>
<thead>
<tr>
<th>Constraint</th>
<th>Detail</th>
<th>Commentary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Flooding</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flood zone</td>
<td>Flood zone 3a</td>
<td>Significant constraint. A high probability of flooding within Flood Zone 3a, therefore not suitable for residential development unless the sequential test has been passed and exceptional circumstances can be demonstrated.</td>
</tr>
<tr>
<td></td>
<td>Flood zones 1 and 2</td>
<td>Minor constraint. Land has low to medium probability of flooding and therefore in accordance with sequential approach more suitable for development than land classified as flood zone 3a or 3b.</td>
</tr>
<tr>
<td><strong>Biodiversity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biodiversity</td>
<td>Between 400m and 5km of Thames Basin Heath SPA</td>
<td>Moderate constraint as new residential development would have to provide Suitable Alternative Natural Green Space (SANGS).</td>
</tr>
<tr>
<td><strong>Landscape</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape</td>
<td>Area of Landscape Importance</td>
<td>Moderate constraint as new residential development would need to consider the sensitivity of the landscape to change. Valued landscapes should be protected and enhanced (NPPF paragraph 109).</td>
</tr>
<tr>
<td><strong>Heritage</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Historic environment</td>
<td>Grade I and Grade II* Listed Building</td>
<td>Significant constraint. Statutory protection is provided by the Planning (Listed Buildings and Conservation Area) Act 1990. Harm or loss of a Grade II* or Grade I</td>
</tr>
<tr>
<td>Constraint</td>
<td>Detail</td>
<td>Commentary</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Grade II Listed Building</td>
<td>Moderate constraint. Statutory protection is provided by the Planning (Listed Buildings and Conservation Area) Act 1990. Harm or loss of a Grade II building should be exceptional (NPPF paragraph 132).</td>
</tr>
<tr>
<td></td>
<td>Setting of Nationally Listed Building</td>
<td>Moderate constraint as new residential development would need to consider the sensitivity of the Listed Building setting to change.</td>
</tr>
<tr>
<td></td>
<td>Locally Listed Building</td>
<td>Minor constraint as new residential development would need to consider the sensitivity of the locally listed building to change.</td>
</tr>
<tr>
<td></td>
<td>Conservation Area</td>
<td>Moderate constraint. Statutory protection is provided by the Planning (Listed Buildings and Conservation Area) Act 1990. Development not precluded within Conservation Area but unlikely to offer significant development potential.</td>
</tr>
<tr>
<td></td>
<td>County Site of Archaeological Importance</td>
<td>Significant constraint. Locally important archaeological sites, where development is unlikely to be desirable due to heritage interests.</td>
</tr>
<tr>
<td></td>
<td>Area of High Archaeological Potential</td>
<td>Moderate constraint. Locally important areas of potential archaeological heritage. Development is not precluded but likely to require the implementation of the archaeological assessment and mitigation measures set out within the NPPF (paragraphs 128 and 129).</td>
</tr>
<tr>
<td>Land Use</td>
<td>Grades 1 and 2</td>
<td>Grades 3</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Agricultural land</td>
<td>Significant constraint, as NPPF (paragraph 112) recommends that the value of</td>
<td>Moderate constraint in line with NPPF (paragraph 112), as summarised above.</td>
</tr>
<tr>
<td></td>
<td>best and most versatile agricultural land should be taken into account and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>priority should be to use poorer quality land in preference to high quality</td>
<td></td>
</tr>
<tr>
<td></td>
<td>land.</td>
<td></td>
</tr>
<tr>
<td>Minerals and Waste</td>
<td>Minerals Safeguarded Area</td>
<td>Preferred Area</td>
</tr>
<tr>
<td></td>
<td>Significant constraint. Site unlikely to be available for development until</td>
<td>Significant constraint. Site unlikely to be available for development</td>
</tr>
<tr>
<td></td>
<td>minerals have been worked. NPPF encourages the prior extraction of minerals,</td>
<td>until minerals have been worked. NPPF encourages the prior extraction of</td>
</tr>
<tr>
<td></td>
<td>where non-minerals development must take place (paragraph 143).</td>
<td>minerals, where non-minerals development must take place (paragraph 143).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Safeguarded Minerals Site</td>
<td>Safeguarded Waste Site</td>
</tr>
<tr>
<td></td>
<td>Significant constraint. Site unlikely to be available for development until</td>
<td>Significant constraint. Site unlikely to be available for development</td>
</tr>
<tr>
<td></td>
<td>minerals have been worked. NPPF encourages the prior extraction of minerals,</td>
<td>until life cycle of waste site reaches completion.</td>
</tr>
<tr>
<td></td>
<td>where non-minerals development must take place (paragraph 143).</td>
<td></td>
</tr>
</tbody>
</table>


Each General Area was assessed against the three purposes of the Green Belt as set out above.

These scores are set out in Table 6.1, and on Maps 6.1 to 6.4 of the Green Belt Review Part 1.

<table>
<thead>
<tr>
<th>Constraint</th>
<th>Detail</th>
<th>Commentary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open space</td>
<td>Natural and semi-natural green space</td>
<td>Significant constraint unless Open Space Study demonstrates surplus to requirement, or the provision could be replaced (NPPF paragraph 74). During the course of the Green Belt review project, Council officers reviewed the Open Space Study with a view to confirming the continued accuracy of the information it contains. In only five cases it was found that the status of the sites has altered. As such, land between Southwood Avenue and Brox Lane open space (105), Lubbock House (111), Oracle Park (128), Simplemarsh Farm (173) and Woodhaw Way Woodland (244) are considered to no longer constitute open spaces in the context of this study. It is intended that an updated OSS will be published in due course to reflect these changes.</td>
</tr>
<tr>
<td></td>
<td>Green corridor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outdoor sports facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amenity green space</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provision for children and teenagers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Park and garden</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Allotment, community garden and urban farm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cemetery and churchyard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>River Thames</td>
<td>Significant constraint. River Thames makes a unique contribution to the environment and is one of the key landscape features in the borough. The limited opportunities for public access to this resource should be maintained</td>
</tr>
<tr>
<td>Public Rights of Way (PROW)</td>
<td>Footpath, bridleway or cycle path</td>
<td>Minor constraint. NPPF encourages the protection and enhancement of public rights of way (paragraph 75). Development not precluded in area traversed by PROW but would need to be accommodated in site design.</td>
</tr>
<tr>
<td>Utilities</td>
<td>High pressure gas pipeline</td>
<td>Moderate constraint. The allowable proximity of new development to high pressure gas pipelines varies according to the size, depth, material and condition of the pipe. There are no definitive distances for such pipelines as each is assessed on an individual basis. Land within the consultation zone for a pipeline may be unsuitable for development.</td>
</tr>
<tr>
<td>Topography</td>
<td>Gradients higher than 1:20</td>
<td>Significant constraint, as for example, walkways at these gradients will not be accessible to people with disabilities.</td>
</tr>
<tr>
<td></td>
<td>Gradients from 1.39 to 1:20</td>
<td>Moderate constraint, as topography will be consideration in site layout, although sites will generally still be suitable for development.</td>
</tr>
<tr>
<td></td>
<td>Gradients of 1:40 or less</td>
<td>No constraint</td>
</tr>
</tbody>
</table>
3.28 The Introduction to the Part 2 Report justifies the approach as follows:

1.1.5 “Following analysis of the submitted representations, Arup concluded that the methodology and approach to the assessment was robust, and that the conclusions formed from the 2014 GBR could be relied upon. However, it was noted that a number of representations expressed concerns that the Green Belt parcels assessed in the 2014 GBR were too large in size in some cases. It was argued that if smaller parcels had been considered, different conclusions would have been drawn in terms of how a site performed against the Green Belt purposes.

1.1.6 These comments were taken into consideration, and as a result Arup recommended to the Council that additional, more spatially focused work could be undertaken. It was suggested that a more finely grained review could be carried out, to better understand the performance of smaller parcels against Green Belt purposes, and their context in relation to the Green Belt as a whole.

1.1.7 The intention of this more refined and focussed assessment was to complement the conclusions formed in the 2014 GBR, and to ensure that the Council has made every effort to identify appropriate land to meet identified needs. It was concluded by both RBC and Arup that the additional reviews should build on existing evidence to support the Runnymede 2035 Local Plan, and therefore not look to amend the Green Belt evidence already completed. The additional assessments within the GBR Part 2 will be used to inform the development of a new version of the Draft Local Plan, which it is anticipated will go out for a further Regulation 18 consultation in May 2017.”

3.29 Under the heading “Purpose of the Review”, the Part 2 Report explains that:

1.2.3 The GBR Part 2 responds to the guiding principles established by RBC, summarised as follows:

- RBC’s spatial strategy to date has been that urban and brownfield sites should be prioritised for development. Only when it became clear that there were insufficient available and suitable urban and brownfield sites to meet RBC’s identified housing and employment needs were amendments to the Borough’s Green Belt boundaries considered.

- RBC’s strategy has been to only consider sites for release from the Green Belt that can be shown to perform the most weakly against the purposes of including land within the Green Belt as set out in the NPPF. Sites must either form an extension to an existing urban settlement, or be large enough in their own right to form their own settlement.

- Both Arup and Council officers remain of the opinion that the 2014 GBR is robust. As such, the GBR Part 2 should not look to amend the evidence already completed, but should take conclusions already drawn into account to ensure consistency.

- The GBR Part 2 should take into account the 1988 publication from the Department of the Environment entitled ‘The Green Belts’ notes that the western sector [of the
metropolitan Green Belt], from Sunningdale to Gerrards Cross [which contains Runnymede] is the most seriously fragmented of all.

- The GBR Part 2 should consider the general extent of the Green Belt beyond the RBC boundaries.
- It is not the remit of the GBR Part 2 to consider exceptional circumstances arguments.
- It is reasonable to exclude some land from the Part 2 assessment based on the conclusions of the 2014 GBR and other evidence gathered by the Council to date. For example, an application of the absolute constraints as detailed in the 2014 GBR.
- Outcomes from the GBR Part 2 must be complementary to the Council’s preferred vision and objectives for the Runnymede 2035 Local Plan, as set out in the Council’s IOPA consultation document.
- The GBR Part 2 should not seek to balance Green Belt purposes with other sustainability objectives; the Council will undertake this balancing exercise as part of its wider site selection work that will underpin the Local Plan.

3.30 The Part 2 Report focusses on assessing land around existing settlements, in line with the Council’s site allocation strategy (paragraph 2.2.1), which is described in footnote 1 as “The Runnymede Site Selection considers allocating sites that form an extension to an existing urban settlement, or would be large enough in their own right to form their own settlement.”

3.31 On that basis, sites that fell “entirely or partially within” 400 metres of the edge of the town centres and key service centres, and within 250 metres of the edge of “local service centres and their surrounding urban areas” were assessed further (paragraphs 2.2.3 and 2.2.6).

3.32 This approach is justified further in paragraph 2.2.4:

2.2.4 “These buffers indicated the likely maximum extent of sustainable development and vary according to the position of the settlement in the centre hierarchy… This approach limited Green Belt assessments to within the defined buffers of the Borough’s settlements, ensuring a proportionate and focussed study. It was felt this targeted approach was particularly justified given the fragmented nature of the Green Belt in North West Surrey.”

3.33 Paragraph 2.2.5 suggests that development away from settlements would be unsustainable unless it was large enough to form its own settlement.

2.2.5 “Due to the work previously undertaken, it was felt that the consideration of wider buffers would to some extent cause duplication. Furthermore, assessing the area more widely on a finer grained basis might encourage unsustainable forms of development away from settlements (unless a site is large enough to form its own settlement), which could have an adverse effect on the integrity of the Green Belt.”

3.34 As a result, the following map (Map 2.1a of the Green Part Review Part 2) identifies the sub-areas identified and assessed.
3.35 The sub-areas are assessed against the following scoring system for the first three Green Belt purposes.
Table 2.5 Purpose 1 Assessment Criteria

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criteria</th>
<th>Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>To check the unrestricted sprawl of large built-up areas</td>
<td>Prevents the outward, irregular spread of a large built-up area into open land, and serves as a barrier at the edge of a large built-up area in the absence of another durable boundary.</td>
<td>5+: Sub-area is connected to a large built-up area; it protects open land adjacent to the large built-up area from urban sprawl where there are no boundary features to restrict the scale of growth and regularise development form. The large built-up area is predominantly bordered by features lacking in durability or permanence. 5: Sub-area is connected to a large built-up area; it protects open land adjacent to the large built-up area from urban sprawl where there are no boundary features to restrict the scale of growth and regularise development form. The large built-up area is bordered by prominent, permanent and consistent boundary features. 3+: Sub-area is connected to a large built-up area, however the urban edge is not considered to be open and/or there are boundary features present which may restrict the scale of growth and regularise development form. The large built-up area is predominantly bordered by features lacking in durability or permanence.</td>
</tr>
</tbody>
</table>
### Table 2.7 Purpose 2 Assessment Criteria

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criterion</th>
<th>Scores</th>
</tr>
</thead>
</table>
| **To prevent neighbouring towns from merging** | Prevents development that would result in merging of or significant erosion of gap between neighbouring settlements including ribbon development along transport corridors that link settlements. | 5: An essential gap, where development would significantly visually or physically reduce the perceived or actual distance between settlements.  
3: A wider gap, where there may be scope for some development, but where the overall openness and the scale of the gap is important to restrict settlements from merging.  
1: Less essential gap, which is of sufficient scale and character that development is unlikely to cause merging between settlements.  
0: Area does not provide a gap between any settlements and makes no discernable contribution to separation. |

| Total score | xx/5 |

3: Sub-area is connected to a large built-up area, however the urban edge is not considered to be open and/or there are boundary features present which may restrict the scale of growth and regularise development form. The large built-up areas is predominantly bordered by features lacking in durability or permanence.  
1+: Sub-area is enclosed by a large built-up area which is predominantly bordered by features lacking in durability or permanence.  
1: Sub-area is enclosed by a large built-up area which is predominantly bordered by prominent, permanent and consistent boundary features.  
0: Area not judged to be physically or perceptually connected to an identified large built-up area.
Table 2.8 Purpose 3 Assessment Criteria

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criterion</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist in safeguarding the countryside from encroachment</td>
<td>Protects the openness of the countryside and is least covered by development.</td>
<td>5: Contains less than 5% built form and possesses a strong unspoilt rural character.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4: Contains less than 10% built form and/or possesses a strong unspoilt rural character.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3: Contains less than 15% built form and/or possesses a largely rural character.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2: Contains less than 25% built form and/or possesses a semi-urban character.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1: Contains more than 25% built form and/or possesses an urban character.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0: Contains more than 25% built form and possesses an urban character.</td>
</tr>
<tr>
<td>Total score</td>
<td></td>
<td>xx/5</td>
</tr>
</tbody>
</table>

3.36 The conclusions of the Part 2 Assessment are set out in Map 3.4.
4.0 Other Metropolitan Green Belt Reviews

4.1 A number of Green Belt reviews produced by or for other local authorities in the Metropolitan Green Belt was undertaken. This focussed on Reviews that concluded recently, on the basis that these are informed by the most up to date guidance and case law and that they might, perhaps, have learnt from the mistakes of others.

Aylesbury Vale District

4.2 Aylesbury Vale’s Green Belt Review was undertaken in two parts.

4.3 Part 1 was the Buckinghamshire Green Belt Assessment, produced for the whole of Buckinghamshire, by Arup in March 2016.

4.4 Part 2 was the Green Belt Assessment Part 2, produced in house by Aylesbury Vale District Council in July 2016.

4.5 The process undertaken by Arup for the Part 1 assessment was similar to the process undertaken for Runnymede, except for the following.

4.6 The scoring system for Purpose 1 is has been refined. As with Runnymede, it is in two parts, but the first part simply involves an assessment of whether or not the land parcel is “at the edge of one or more distinct large built-up areas.” If it is, then the extent of contiguousness/connectedness is considered, as follows:-
### Purpose 1 Assessment Criteria

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criteria</th>
<th>Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>To check the unrestricted sprawl of large built-up areas</td>
<td>(a) Land parcel is at the edge of one or more distinct large built-up areas</td>
<td>PASS: Land parcel meets Purpose 1. FAIL: Land parcel does not meet Purpose 1 and will score 0 for criteria (b).</td>
</tr>
<tr>
<td></td>
<td>(b) Prevents the outward sprawl of a large built-up area into open land, and serves as a barrier at the edge of a large built-up area in the absence of another durable boundary.</td>
<td>5+: Land parcel is contiguous with (a) large built-up area(s). The large built-up area(s) is/are predominantly bordered by features lacking in durability or permanence. 5: Land parcel is contiguous with (a) large built-up area(s), though the large built-up area(s) is/are predominantly bordered by prominent, permanent and consistent boundary features. 3+: Land parcel is connected to one or more large built-up area(s). The large built-up area(s) is/are predominantly bordered by features lacking in durability or permanence. 3: Land parcel is connected to one or more large built-up area(s), though the large built-up area(s) is/are predominantly bordered by prominent, permanent and consistent boundary features. 1+: Land parcel is enclosed by one distinct large built-up area. The large built-up area is predominantly bordered by features lacking in durability or permanence.</td>
</tr>
</tbody>
</table>

**Criterion Score** x/5

4.7 The scoring system for Purpose 2 has been refined so that the wording resulting in both 3 points and 0 points has been amended.
### Purpose 2 Assessment Criterion

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criterion</th>
<th>Scores</th>
</tr>
</thead>
</table>
| To prevent neighbouring towns from merging | Prevents development that would result in merging of or significant erosion of gap between neighbouring settlements, including ribbon development along transport corridors that link settlements. | 3: An 'essential gap' between non-Green Belt settlements, where development would significantly visually or physically reduce the perceived or actual distance between them.  
3: A 'wider gap' between non-Green Belt settlements where there may be scope for some development, but where the overall openness and the scale of the gap is important to restricting merging or protecting other gaps involving Green Belt settlements.  
1: A 'less essential gap' between non-Green Belt settlements, which is of sufficient scale and character that development is unlikely to cause merging between settlements or affect gaps between Green Belt and non-Green Belt settlements.  
0: Land parcel does not provide a gap between any settlements and makes no discernable contribution to separation. |

Total score: xx/5

--

4.8 The scoring system for Purpose 3 has more six categories, with distinctions made for areas that contain less than 5%, less than 20%, 10% to 20%, 20% to 30% and more than 30%; whereas the Runnymede scoring system had four categories, with the scoring broken down into less than 10%, 10% to 25%, 25% to 50% and more than 50%.

### Purpose 3 Assessment Criterion

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criterion</th>
<th>Score</th>
</tr>
</thead>
</table>
| Assist in safeguarding the countryside from encroachment | Protects the openness of the countryside and is least covered by development. | 5: Contains less than 5% built form and possesses a strong unsplendid rural character.  
4: Contains less than 10% built form and/or possesses a strong unsplendid rural character.  
3: Contains between 10% and 20% built form and/or possesses a largely rural open character.  
2: Contains between 20% and 30% built form and/or possesses a semi-urban character.  
1: Contains less than 30% built form and/or possesses an urban character.  
0: Contains more than 30% built form and possesses an urban character. |

Total score: xx/5
Unlike for Runnymede, purpose 4 is assessed, based on the following scoring system.

### Purpose 4 Assessment Criterion

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Criterion</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>To preserve the setting and special character of historic towns</td>
<td>Protects land which provides immediate and wider context for a historic settlement, including views and vistas between the settlement and the surrounding countryside.</td>
<td>xx/5</td>
</tr>
<tr>
<td></td>
<td>5: Land parcel plays an important role in maintaining the unique setting of a historic settlement by providing unspoilt vistas of surrounding countryside from within the settlement or unbroken vistas into the settlement from afar, and protects open land which has a strong connection with the historic core, contributing to its immediate historic setting.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3: Land parcel plays an important role in maintaining the unique setting of a historic settlement by providing unspoilt vistas of surrounding countryside from within the settlement or unbroken vistas into the settlement from afar, or protects open land which has a strong connection with the historic core, contributing to its immediate historic setting.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1: Land parcel makes limited contribution to the broader setting of a historic town by providing a countryside setting for a historic core which is inward facing, and has a weak relationship with the surrounding countryside.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6: Land parcel does not abut an identified historic settlement core.</td>
<td></td>
</tr>
</tbody>
</table>

4.10 As with Runnymede, Purpose 5 is not assessed.

4.11 No attempt is made to classify any non-Green Belt constraints.

4.12 The Part 1 report categorises the performance of General Areas against the purposes of the Green Belt, and recommends which General Areas should be considered for further review in Part 2.

4.13 As explained above and below (section 5 and 6) in this report, if this methodology was used for the Runnymede Green Belt Review, then a very different set of General Areas would have been put forward for further analysis in Part 2. General Area 22, for example, is likely to be considered to meet the purposes of the Green Belt too well to be considered further in Part 2.

4.14 The Part 2 review was undertaken by Aylesbury Vale District Council. It involved three stages:

- **Stage 1:**
  - If the sub area meets NPPF purposes strongly or moderately then it is not taken forward (para 3.5);
If the sub area’s boundary is not strong and defensible then it is not taken forward (para 3.7).

Stage 2:

The sub area’s ability to meet exceptional circumstances is considered, including the extent to which it can meet an identified housing need (para 3.10).

Stage 3:

Wider cumulative effects of changing the Green Belt in relation to the sub area are considered, such as the impact on non-Green Belt land, or any resultant “holes” in the Green Belt that may arise (paras 3.11 and 3.12).

Central Bedfordshire and Luton

The Central Bedfordshire and Luton Green Belt Study was undertaken by LUC and published in November 2016.

As with Arup’s Runnymede Review, the Central Bedfordshire and Luton study was undertaken in two stages.

Stage 1 assessed the performance of land parcels against the purposes of the Green Belt, excluding purpose 5, based on the following scoring system:

<table>
<thead>
<tr>
<th>Purpose 1: Check the unrestricted sprawl of large built-up areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Settlements considered to be ‘large built-up areas’</td>
</tr>
<tr>
<td><strong>Key assessment factors:</strong></td>
</tr>
<tr>
<td>Development/land-use: less development = stronger contribution</td>
</tr>
<tr>
<td>Location: closer to settlement = stronger contribution</td>
</tr>
<tr>
<td>Separating features: stronger relationship with countryside than settlement = stronger contribution</td>
</tr>
<tr>
<td>Connecting features: weaker relationship between settlement and countryside = stronger contribution</td>
</tr>
</tbody>
</table>

| Strong Contribution | The parcel is adjacent to the large built-up area but has some separation from it and relates strongly to the wider countryside – development would represent significant expansion of the large built-up area into countryside |
| Relatively Strong Contribution | The parcel is adjacent to the large built-up area but relates more strongly to the wider countryside |
| Moderate Contribution | The parcel is adjacent to the large built-up area and either relates to both the settlement and the wider countryside or has a degree of separation from both |
| Relatively Weak Contribution | The parcel is adjacent to the large built-up area and relates more strongly to this than to the wider countryside; or The parcel is not adjacent to the large built-up area, but has sufficient connection for development here to have some association with it |
Weak/No Contribution: The parcel is not adjacent to the large built-up area and development here would be associated with a different settlement.

Further Notes/Definitions:
Urban sprawl is the spread of urban areas into the neighbouring countryside. This could be in the form of ribbon development or non-compact development which doesn’t relate well to the existing urban area. Development means any built structure.

Purpose 2: Prevent neighbouring towns from merging

Settlements considered to be ‘towns': Luton/Dunstable/Houghton Regis, Leighton Linslade, Amphill and Flitwick.

Key assessment factors:
Development/land-use: less development = stronger contribution
Location: juxtaposed between towns = stronger contribution
Separating features: lack of features to increased perceived separation between towns = stronger contribution
Connecting features: stronger relationship between towns = stronger contribution

| Strong Contribution | Development of this parcel would result in physical or visual coalescence of towns, or a significant narrowing of the physical gap with no landscape elements to preserve separation |
| Relatively Strong Contribution | Development of this parcel would result in physical or visual coalescence of settlements which form a significant proportion of the land between towns |
| Moderate Contribution | Development of this parcel would result in significant narrowing of the physical gap, but landscape feature(s) would preserve a sense of separation; or Development of this parcel would result in a moderate narrowing of the physical gap, but with no landscape feature(s) to preserve separation |
| Relatively Weak Contribution | Development of this parcel would result in a moderate narrowing of the physical or perceived gap, but with landscape feature(s) to preserve separation |
| Weak/No Contribution | Development of this parcel would result in little or no perception of the narrowing of the gap between towns |

Further Notes/Definitions:
This purpose seeks to prevent settlements from merging to form larger settlements. The PAS guidance states that distance alone should not be used to assess the extent to which the Green Belt prevents neighbouring towns from merging into one another. Two key elements have therefore been used – the extent of the actual or perceived visual and physical gap.

Purpose 3: Assist in safeguarding the countryside from encroachment

Applies to the countryside around all settlements – i.e. all Green Belt parcels.

Key assessment factors:
Development/land-use: less urbanising land use and more openness = stronger contribution
Location: further from settlement = stronger contribution
Size: larger parcel = stronger contribution
Separating features: stronger relationship with countryside than settlement = stronger contribution
Connecting features: weaker relationship between settlement and countryside = stronger contribution

<p>| Strong Contribution | The parcel relates strongly to the wider countryside, has a sense of separation from the settlement and lacks urbanising development – development would represent encroachment into the countryside |</p>
<table>
<thead>
<tr>
<th>Relatively Strong Contribution</th>
<th>The parcel relates more strongly to the wider countryside than the settlement and lacks urbanising development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moderate Contribution</td>
<td>The parcel relates to both the settlement and the wider countryside or has a degree of separation from both; or The parcel relates more strongly to the wider countryside than to the settlement, but openness is compromised by urbanising development within it</td>
</tr>
<tr>
<td>Relatively Weak Contribution</td>
<td>The parcel relates more strongly to the settlement than to the wider countryside; or The parcel relates to both the settlement and the wider countryside, or has a degree of separation from both, but openness is compromised by urbanising development within it</td>
</tr>
<tr>
<td>Weak/No Contribution</td>
<td>The parcel is too lacking in openness to be considered countryside, or has little countryside within it and lacks relationship with the wider Green Belt countryside</td>
</tr>
</tbody>
</table>

Further Notes/Definitions:
Encroachment from urbanising influences is the intrusion / gradual advance of buildings and urbanised land beyond an acceptable or established limit.
Urbanising influences include any features that compromise ‘openness’, such as roads lined with street lighting and pavements, large areas of hard standing, floodlit sports fields, roads, pylons etc. They do not include development which is commonly found within the countryside, e.g. agricultural or forestry related development, isolated dwellings, historic schools and churches.
Countryside is land/scenery which is rural in character, i.e. a relatively open natural, semi-natural or farmed landscape.

Purpose 4: Preserve the setting and special character of historic towns
Settlements considered to be ‘historic towns’: Ampthill, Leighton Buzzard, Linlade and Luton.

Key assessment factors:
Development/land-user: less development = stronger contribution
Location: contains key characteristics, or important in views to or from them = stronger contribution
Separating features: lack of features to increase perceived separation from historic town = stronger contribution
Connecting features: stronger relationship between historic town and countryside = stronger contribution

<table>
<thead>
<tr>
<th>Strong Contribution</th>
<th>The parcel’s openness is a key element in the relationship between the settlement and key characteristics identified as contributing to special character or historic setting – development would detract significantly from the town’s historic character</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relatively Strong Contribution</td>
<td>The parcel’s openness contributes to the relationship between the settlement and characteristics identified as contributing to special character or historic setting – development would detract from the town’s historic character</td>
</tr>
<tr>
<td>Moderate Contribution</td>
<td>The parcel’s openness contributes to the relationship between the settlement and characteristics identified as contributing to special character or historic setting, but development would have only a moderate impact on historic character</td>
</tr>
</tbody>
</table>
4.18 Parcels were taken forward for further analysis in Stage 2 based on the following assessment of risk of harm to Green Belt purposes caused by land release.

![Image]

**Table 3.3: Framework for assessing harm**

<table>
<thead>
<tr>
<th>Stage 1 assessment ratings</th>
<th>Risk of harm from release</th>
<th>Stage 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Makes a STRONG contribution to at least one Green Belt purpose.</td>
<td>Very high</td>
<td>Not taken forward to Stage 2</td>
</tr>
<tr>
<td>Makes a RELATIVELY STRONG contribution to at least one Green Belt purpose. No strong contribution to any purpose.</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td>Makes a MODERATE contribution to at least one Green Belt purpose. No strong or relatively strong contribution to any purpose.</td>
<td>Moderate</td>
<td></td>
</tr>
<tr>
<td>Areas considered to be borderline, i.e. making a moderate to weak contribution to all Green Belt purposes, were taken forward for site-based assessment to minimize the chance of missing weakly performing areas.</td>
<td>Low</td>
<td>Taken forward to Stage 2</td>
</tr>
<tr>
<td>Makes a RELATIVELY WEAK contribution to Green Belt purposes. No strong, relatively strong or moderate contribution to any purpose.</td>
<td>Very low</td>
<td></td>
</tr>
<tr>
<td>Makes a WEAK contribution to Green Belt purposes. No strong, relatively strong, moderate or relatively weak contribution to any purpose.</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Makes NO contribution to any GB purposes. No strong, relatively strong, moderate, relatively weak or weak contribution to any purpose.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.19 It is noteworthy at this stage that, based on Arup’s own definition of parcel strength/harm to Green Belt set out in Figure 5.2 of its Part 1 Runnymede report, a score of 3 implies a “moderate” contribution to the Green Belt purposes. **General Area 22 scored 3 in two of the four assessment criteria in Runnymede.** On the basis of Central Bedfordshire and Luton’s assessment methodology, it would not have been taken forward for assessment in stage 2.

4.20 The Stage 2 Central Beds and Luton assessment involved defining defensible boundaries around smaller land parcels within the parcels put forward from stage 1, and assessing these against the Green Belt purposes.
Much like Arup’s Runnymede Assessment, the Central Beds and Luton assessment included non-Green Belt constraints, justified on the basis that these would render development proposals as inappropriate. Unlike with Runnymede, these constraints did not overly influence the outcomes of the Green Belt Review:

Environmental constraints able to render any significant development proposal within the Green Belt inappropriate were also mapped within the reports:

- Internationally and Nationally protected biodiversity sites: Special Areas of Conservation, Special Protection Areas, RAMSAR Sites, Sites of Special Scientific Interest, National Nature Reserves;
- Ancient woodland;
- Areas of Outstanding Natural Beauty;
- Scheduled Monuments;
- Registered Parks and Gardens; and
- Flood Zone 3.

These environmental constraints provided valuable context; however, their presence did not influence any ratings or judgements – except insofar that they were considered to be relevant to the purposes of Green Belts and the definition of permanent, readily recognisable Green Belt boundaries. For example, while landscape quality is not directly included in the purposes of Green Belt, there are aspects of landscape quality and character that are indirectly incorporated – i.e. in relation to safeguarding the countryside. Furthermore, the boundaries Ancient Woodlands, Scheduled Monuments and Registered Parks and Gardens may represent appropriate permanent, readily recognisable boundaries.” (DPDS Emphasis)

**Bracknell and Wokingham**

The Bracknell and Wokingham Green Belt Review was undertaken by Amec Foster Wheeler and published in July 2016.

The methodology was very similar to LUC’s Central Beds and Luton Study.

“This Review consists of three parts:

Part 1 – a strategic review of the Green Belt, considering its role as part of the Metropolitan Green Belt.

Part 2 – a refined review of the Green Belt considering the role of smaller parcels, particularly in proximity to built-up areas.

Part 3 – an appraisal of the Green Belt villages within Bracknell Forest Borough1 and their potential for in-setting (removal of Green Belt designation which currently ‘washes over’ the village).” (Executive Summary, paragraph 2)

In Part 1, Parcel boundaries were defined in much the same way as for the above reports, and the contribution of the Parcels to Green Belt purposes was assessed against the following three point scale:
4.25 The Part 2 Assessment broke some of the parcels down further, and assessed the resultant parcels against additional factors. Table 2.3 below explains the Part 1 (Strategic Assessment) and Part 2 assessment process.

<table>
<thead>
<tr>
<th>Green Belt Purpose/NPPF topic</th>
<th>Strategic Assessment Criteria</th>
<th>Additional Detailed Criteria for Part 2 Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>To check the unrestricted sprawl of large built-up areas</td>
<td>What role does the land play in preventing the spread of development outwards from larger settlements?</td>
<td>Would potential development represent an outward extension of the urban area, result in a physical connection between urban areas, or lead to the danger of a</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To prevent neighbouring towns merging into one another</td>
<td>What role does the land play in the separation of towns?</td>
<td>Would potential development in the parcel appear to result in the merging of towns or compromise the separation of towns physically?</td>
</tr>
<tr>
<td></td>
<td>Does the parcel lie directly between two settlements and form all or part of a gap between them?</td>
<td>Would potential development of the parcel be a significant step leading towards coalescence of two settlements?</td>
</tr>
<tr>
<td></td>
<td>What is the width of the gap and are there significant features which provide physical and visual separation?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Are there intervening settlements or other development on roads which contribute to a sense of nonconnection of towns?</td>
<td></td>
</tr>
<tr>
<td>To assist in safeguarding the countryside from encroachment</td>
<td>Does the parcel have the character of open countryside?</td>
<td>Are there clear strong and robust boundaries to contain development and prevent encroachment in the long term?</td>
</tr>
<tr>
<td></td>
<td>What is the extent of existing urbanising influences?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Has the parcel been affected by a substantial increase in the mass and scale of adjacent urbanising builtform?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Do strong boundaries exist to contain development?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Is there any evidence of significant contamination by urbanising builtform or severance from the adjacent Green Belt?</td>
<td></td>
</tr>
</tbody>
</table>
4.26 As noted above, this assessment included a reference to “sustainable patterns of development”. The parcel specific responses in the appendices to this assessment suggest that this assessment focussed on the parcel’s proximity to an existing town centre or service centre; those parcels close to town centres and service centres perform better.

4.27 On the basis that DERA Longcross is not proximate to a town centre or service centre, there is nothing in the Bracknell and Wokingham methodology that suggests that DERA Longcross
would either be assessed as performing poorly against the Green Belt purposes or as promoting sustainable patterns of development.
5.0 Critique of Runnymede Green Belt Review

5.1 The Runnymede Green Belt is flawed in a number of ways.

5.2 The Runnymede Local Plan Core Strategy was withdrawn in 2014 on the basis of a letter from the Inspector, David Hogger, to Runnymede Borough Council, dated 29th April 2014.

5.3 Fundamentally, the Inspector found that the Council had not undertaken the duty to cooperate adequately, and that its proposed annual housing requirement was not backed up by evidence.

5.4 The Inspector also made specific reference to the DERA Longcross site. His consideration in this regard is set out in full below:

37. “Within the 3,300 additional dwellings proposed over the plan period, the Council is placing significant reliance on the DERA site (1,500 dwellings), which is currently identified as a major developed site in the Green Belt. This may be an appropriate strategy for the Council to follow but there needs to be a clearer justification for the release of this site, as opposed to other sites within the Green Belt. An Assessment of Reasonable Alternative Sites was undertaken by Barton Wilmore on behalf of Crest Nicholson and Aviva Investors (the promoters of the DERA site). The efficacy of such an approach was questioned by a number of respondents and although I understand that the impartiality of the authors could be questioned, the Council confirmed that it was satisfied with the approach taken.

38. My concerns relate more to the details in the Assessment which was published in 2012. Firstly the Report is prepared on the premise that the Council is seeking to provide 161 new dwellings a year, as opposed to the 220 referred to in policy LP02; and secondly, bearing in mind the significant shortfall in meeting housing need, there is insufficient justification as to why the minimum site thresholds have been set at 10ha and 300 dwellings. Smaller sites have only been considered ‘in combination with other identified sites where these immediately adjoin one another’.

39. Policy LP02 identifies 5 reserve sites ‘which may be required to meet long-term housing needs’. Although some of the sites are comparatively small, it is nevertheless my opinion that the Council should have given greater consideration to the role that these sites could play in helping to address the unmet housing needs in the short and medium term.

40. With regard to the Green Belt, I note that the Council is commissioning a Borough-wide Green Belt Review, which I was told will be completed by October 2014. This work will enable the Council to assess whether or not there are any potential sites that could be released from the Green Belt.”

5.5 On that basis it is clear that the scope of the Green Belt Review should have enabled the Council to assess whether or not there are any potential sites that could be released from the Green Belt and that the release of any site from the Green Belt, including DERA Longcross, should be based on clear evidence.

5.6 Runnymede Borough Council has failed to provide clear, justified and robust evidence, either in the two stage report undertaken by Arup or elsewhere. The reasons for this are explained in depth below and also in Section 6 (Conclusion).
Flaws in Procurement Process

5.7 Although the Part 1 Report at paragraph 5.2.3 and elsewhere emphasises that the Longcross site is included in the Green Belt Review, the procurement process that led to Arup being instructed, and the results of the Green Belt Review, imply that the review was intended to enable Longcross to be developed.

5.8 The Introduction to the Contract for Green Belt Review Instructions for Tendering document (Appendix 1), which resulted in Arup being instructed to undertake the Review, includes the following:

1.1 “The Council wishes to engage a Consultant to undertake Green Belt review, which will further inform the new Local Plan Core Strategy (LPCS). The LPCS (2013-2028) is scheduled for examination in mid 2014 with a preliminary hearing scheduled for 9th April 2014.

1.2 The LPCS is the foundation of the Borough’s Local Plan (LP). It sets out the overall ambitions and priorities for Runnymede Borough, and contains a set of strategic level policies to ensure that there is a mechanism in place to realise ambitions and priorities while considering the significant number of constraints within the borough.

1.3 The Local Plan Core Strategy (LPCS) housing strategy relies on new residential development being directed to areas within existing urban settlements, apart from the proposal for the development of a new community at the former DERA site at Longcross. This site, which is currently in the Green Belt, will provide a substantial element of the future housing requirements for Runnymede.” (DPDS Emphasis)

5.9 The Borough Context section notes that:

3.1 “Approximately 80% of the borough is located in the Green Belt and as such, the submitted LPCS confirms that development over the plan period will be focused within the borough’s existing urban areas, and in particular in the main centres of Addlestone, Chertsey, Egham and Virginia Water. In addition, up to 1500 new residential units and 80,000sqm of commercial floorspace are forecasted to come forward at the former DERA site on the western side of the Borough over the plan period, following its removal from the Green Belt (on adoption of the plan).”

5.10 Any tenderer would read this to mean that the Council’s housing strategy is reliant on DERA Longcross being developed, and that Runnymede Borough Council plans to remove DERA Longcross from the Green Belt.

5.11 On the basis that Runnymede Borough Council was forced to withdraw its previous Local Plan Core Strategy partly because the removal of DERA Longcross from the Green Belt was not adequately justified, the suggestion that DERA Longcross is to be removed from the Green Belt was premature and prejudicial to the whole Green Belt Review process.

Flaws in the Arup Green Belt Review

5.12 An analysis of the outcomes of the Green Belt Review provide further evidence of a flawed and prejudiced process.
5.13 The Arup Review only assesses three of the five Green Belt purposes. Most other Reviews also exclude the final purpose, but many include an assessment of the fourth. The analysis that follows explains that the assessment against the purposes of the Green Belt bears very little relationship with the Review’s ultimate recommendations about potential development sites. If it did, then this inconsistency of approach would be significant.

5.14 The Longcross site falls within two General Areas: 21, to the north of the M3, and 22, to the south of the M3.

5.15 When assessed against the three purposes of the Green Belt that Arup chose to assess, General Area 21 scored zero, and General Area 22 scored 8.

5.16 The scores against each Green Belt purpose were as follows:

**General Area 21**
- Purpose 1 – Criterion 1: 0 points – “Area is not contiguous with or connected to a large built-up area”
- Purpose 1 – Criterion 2: 0 points – “Area is not contiguous with or connected to a large built-up area”
- Purpose 2: 0 points – “Area is not contiguous with or connected to neighbouring settlements”
- Purpose 3: 0 points – “Contains more than 50% built form and/or possesses an urban character”

**General Area 22**
- Purpose 1 – Criterion 1: 3 points – “Connected to a large built-up area and protects open land from urban sprawl”
- Purpose 1 – Criterion 2: 1 point – “Provides an additional barrier for a large built-up area, which is bordered by prominent, permanent and consistent boundary features”
- Purpose 2: 1 point – “Less essential gap, which is of sufficient scale and character that development is unlikely to cause merging between settlements”
- Purpose 3: 3 points – “Contains between 10% and 25% built form and/or possesses a largely rural open character”

5.17 On this basis, General Area 22 meets the purposes of the Green Belt better than the following General Areas:
- General Area 1 – total score of 6
- General Area 3 – total score of 6, with 5 points for Purpose 1 Criterion 1, which suggests the Area is “contiguous with a large built-up area and protects open land from urban sprawl”
- General Area 4 – total score of 8, with 5 points for Purpose 3, which suggests the Area “contains less than 10% built form and/or possesses a strong unspoilt rural character”
• General Area 6 – total score of 5, with all 5 points for Purpose 3, which suggests the Area “contains less than 10% built form and/or possesses a strong unspoilt rural character”

• General Area 7 – total score of 2

• General Area 8 – total score of 6

• General Area 9 – total score of 8, distributed exactly as for Area 22

• General Area 11 – total score of 7, with 5 points for Purpose 1 Criterion 1, which suggests the Area is “contiguous with a large built-up area and protects open land from urban sprawl”

• General Area 13 – total score of 8, distributed exactly as for Area 22

• General Area 17 – total score of 2

• General Area 18 – total score of 6, with 5 points for Purpose 3, which suggests the Area “contains less than 10% built form and/or possesses a strong unspoilt rural character”

• General Area 19 – total score of 2

• General Area 20 – total score of 4

• General Area 21 – total score of zero – see above

• General Area 27 – total score of 6, with 5 points for Purpose 3, which suggests the Area “contains less than 10% built form and/or possesses a strong unspoilt rural character”

• General Area 37 – total score of 6, with 5 points for Purpose 1 Criterion 1, which suggests the Area is “contiguous with a large built-up area and protects open land from urban sprawl”

• General Area B – total score of 7

• General Area D – total score of 5, with all 5 points for Purpose 3, which suggests the Area “contains less than 10% built form and/or possesses a strong unspoilt rural character”

• General Area E – total score of 8

5.18 According to paragraph 8.2.2 of the Part 1 Report, the Resultant Land Parcels put forward for further investigation fall within General Areas 7, 8, 10, 11, 19, 21, 22, 25 and 28. These General Areas have a score against the purposes of the Green Belt of (respectively) 2, 6, 10, 7, 2, 0, 8, 14 and 16.

5.19 It is therefore clear that the Resultant Land Parcels proposed for further consideration bear very little relationship with the assessment of the General Areas in which they fall. On the basis of the Green Belt Review, Resultant Land Parcels from General Areas 7, 17, 19 and 21 would logically have been favoured. If additional land was needed, the Review implies that Resultant Land Parcels from General Areas 1, 3, 6, 8, 18, 20, 27, 37 and D might then be considered.

5.20 General Areas 22, and also 10, 25 and 28, meet the purposes of the Green Belt to a greater
extent than all the General Areas above, according the Part 1 Assessment.

5.21 In Runnymede, the Resultant Land Parcels appear to have been selected primarily on the basis of the sieve analysis of Absolute and Significant Non-Absolute Constraints. The Resultant Land Parcels that are proposed are those that are considered to not be affected, on the whole, by these constraints. A review of Map 7.1 (which shows the Refined General Areas excluding the Absolute Constraints), Map 7.2 (which shows the Significant Non-Absolute Constraints), and Map 8.2 (which shows the Resultant Land Parcels) clearly shows this to be the case. This has nothing to do with the purposes of the Green Belt.

5.22 Furthermore, one of the Absolute Constraints included is the site being within 400m of the Thames Basin Heaths SPA. Land within an Absolute Constraint is excluded from the Refined General Areas in Map 7.1, and not taken forward. Part of both the northern and southern section of the DERA Longcross site fall within 400 metres of the Thames Basin Heaths SPA so are rightly excluded from the Refined General Areas and the Resultant Land Parcels. Nevertheless, Runnymede Borough Council continues to promote development on both halves of the DERA Longcross site, including the part within 400 metres of Thames Basin Heaths SPA.

5.23 As set out above, the Part 1 Report explains that it was informed by the 2013 Housing Context Paper and SHLAA. The SHLAA notes that potential housing sites in the Green Belt would only be considered when suitable sites in the urban area have been exhausted, but also notes that the DERA Longcross site is an exception to this as it “offers a unique opportunity for new sustainable community on a redundant brownfield site.” It also notes that this decision was informed by the Assessment of Reasonable Alternative Strategic Sites which, as noted by the Local Plan Inspector, was produced by the DERA site’s promoters so “the impartiality of the authors could be questioned”.

5.24 The methodology employed in other local Green Belt Reviews, and even by Arup in later reviews such as Buckinghamshire, would simply have proposed that the General Areas that meet the purposes of the Green Belt least well should be considered further, and that sustainability factors should be included at this later stage.

5.25 On that basis, the relatively high score given to General Area 22 suggests that this area would not normally have been considered in the Part 2 Assessment.

5.26 The Introduction to the Part 2 Report notes that the Part 1 Report was subject to significant criticism. Despite this it accepts the outcomes of the Part 1 Report, seemingly without question and perhaps on the basis that it gave the outcome that Runnymede Borough Council wanted.

5.27 The Part 2 report went on to review land within 400 metres or 250 metres of existing settlements. No further review of the DERA Longcross site was undertaken.

5.28 It should also be noted that the outcomes of the Part 2 report bears no relationship with the Part 1 report. The sub areas assessed in the Part 2 report fall within General Areas 4, 5, 7, 8, 9, 10, 11, 12, 13, 22, 23, 24, 25, 26, 28, 29, 30, 31, 35, 40, and 41. These do not correspond in any way with the way that these General Areas were assessed against the purposes of the Green Belt, nor with the Resultant Land Parcels that were the outcome of the Part 1 Report.

5.29 On that basis it would seem that the Part 1 Report is of very limited value. Nevertheless, Longcross is proposed for removal from the Green Belt solely on the basis of the Part 1 Report.
5.30 The justification for removing Longcross from the Green Belt seems to be that it is not covered by any Absolute or Significant Non-Absolute Constraints. Except it is; part of it is within 400 metres of the Thames Basin Heaths SPA.

5.31 The Green Belt Review should have demonstrated the exceptional circumstances required to justify removal of the land from the Green Belt, or at least provided the Council with evidence on which to make this decision. It does not do so.

**Lack of Consideration of other Sustainability Factors**

5.32 Paragraphs 82, 84 and 85 of the NPPF, and case law set out above, require Local Planning Authorities to consider the consequences of sustainable development when refining Green Belt boundaries.

5.33 The *Study Purpose* in the Part 1 report explains that the study brief required the Review to “recommend the most sustainable area(s) that could be allocated to deliver future residential or employment growth”.

5.34 The Part 1 Review included an assessment of Absolute and Non-Absolute Constraints and, as explained above, seems to have been more heavily influenced by these than the Green Belt purposes.

5.35 The Part 1 Review was informed by factors referred to in the 2013 Housing Context Paper, but only the environmental constraints were considered. The social and economic strands of sustainable development were not included in the Review. In this regard, the Housing Context Paper refers to infrastructure capacity and funding.

5.36 It is necessary for decisions about Green Belt boundary refinement to be informed by factors such as ease of access to, and capacity and cost of upgrade of, local infrastructure and services, and the proximity to employment. No such analysis has been undertaken as part of the Green Belt Review.

5.37 The Part 2 Report notes that the Council, and not the Part 2 Green Belt Review, will undertake the balance with other sustainability factors. However, the decision to focus the Part 2 Review only on land within 400 metres or 250 metres of existing settlements is justified on the basis that “these buffers indicate the likely maximum extent of sustainable development” (paragraph 2.2.4).

5.38 Needless to say, DERA Longcross is not within this “sustainable” distance of an existing settlement, so on this basis it is not sustainable according to the Review’s definition.

5.39 The Review suggests that “a site … large enough to form its own settlement”, would be an exception to this. It would seem that the Council and Arup had the DERA Longcross site in mind in this regard. However, there is no analysis of the size that a settlement would need to be to constitute a sustainable settlement, so the basis of identifying DERA Longcross in that regard remains unjustified.
6.0 Conclusion

6.1 This critique demonstrates that Runnymede’s Green Belt Review is fundamentally flawed.

6.2 It is clear that the Review was influenced by the decision to allocate the DERA Longcross site, rather than the Review providing evidence of the exceptional circumstances needed to justify a change to the Green Belt.

6.3 There is no relationship between the scores given to the General Areas when assessed against the purposes of the Green Belt and the Resultant Land Parcels that were proposed for further review in Part 2.

6.4 General Area 22, which includes the part of the DERA Longcross site south of the M3, performs better against the purposes of the Green Belt than many other General Areas. Based on the methodology used in all other recent Metropolitan Green Belt Reviews, including Arup’s own Review in Buckinghamshire, General Area 22 would not have been taken forward for consideration in the Part 2 Assessment.

6.5 The only reason that the DERA Longcross site within General Area 22 has been recommended for further review by the Part 1 Review is because it is wrongly defined as being unaffected by any Absolute or Significant Non-Absolute Constraints. Part of the site falls within 400 metres of the Thames Basin Heaths SPA. The Runnymede Review defines this as an Absolute Constraint.

6.6 The Part 1 Review was explicitly informed by the 2013 Housing Context Paper and the 2013 SHLAA. The latter assumes that DERA Longcross will be allocated based on the Assessment of Reasonable Alternative Strategic Sites, produced by site’s promoters. This is not impartial evidence.

6.7 The site does not meet Runnymede’s own definition of a sustainable location for development because it is too far from any existing settlement, and there is no evidence to justify any suggestion that it is large enough in its own right to form a sustainable settlement.

6.8 Part 2 of the Runnymede Green Belt Review sets out guiding principles for the Review, as defined by Runnymede Borough Council. The table below sets the Guiding Principles out in italics on the left, and provides commentary in relation to these principles on the right:

1.2.3 The GBR Part 2 responds to the guiding principles established by RBC, summarised as follows:

- RBC’s spatial strategy to date has been that urban and brownfield sites should be prioritised for development. Only when it became clear that there were insufficient available and suitable urban and brownfield sites to meet RBC’s identified housing and employment needs were amendments to the Borough’s Green Belt boundaries considered.

Exceptional circumstances must be demonstrated for any land to be released from the Green Belt. This has not occurred for the DERA Longcross site.
RBC’s strategy has been to only consider sites for release from the Green Belt that can be shown to perform the most weakly against the purposes of including land within the Green Belt as set out in the NPPF. Sites must either form an extension to an existing urban settlement, or be large enough in their own right to form their own settlement.

The Part 2 report notes that “The Runnymede Site Selection considers allocating sites that form an extension to an existing urban settlement, or would be large enough in their own right to form their own settlement” and that the 250/400m buffers around settlements “indicated the likely maximum extent of sustainable development”.

General Area 22, which includes the portion of the DERA Longcross site to the south of the M3, does not perform most weakly against the purposes of the Green Belt and the site is not an urban extension.

The site to the south of the M3 is severed from the station and the permitted development to the north of the M3 by the M3 itself. Runnymede BC has produced no evidence to show that the DERA Longcross site as a whole, or the part to the south of the M3 alone, is large enough in its own right to form a settlement.

Exceptional circumstances have not been demonstrated in this regard.

Both Arup and Council officers remain of the opinion that the 2014 GBR is robust. As such, the GBR Part 2 should not look to amend the evidence already completed, but should take conclusions already drawn into account to ensure consistency.

The GBR Part 2 should take into account the 1988 publication from the Department of the Environment entitled ‘The Green Belts’ notes that the western sector [of the metropolitan Green Belt], from Sunningdale to Gerrards Cross [which contains Runnymede] is the most seriously fragmented of all.

It is assumed that the 1988 ‘The Green Belts’ document is a reference to the former PPG2.

The removal of DERA Longcross from the Green Belt would make the western sector of the Metropolitan Green Belt even more fragmented.

The GBR Part 2 should consider the general extent of the Green Belt beyond the RBC boundaries.
• **It is not the remit of the GBR Part 2 to consider exceptional circumstances arguments.**

• **It is reasonable to exclude some land from the Part 2 assessment based on the conclusions of the 2014 GBR and other evidence gathered by the Council to date.** For example, an application of the absolute constraints as detailed in the 2014 GBR.

• **Outcomes from the GBR Part 2 must be complementary to the Council’s preferred vision and objectives for the Runnymede 2035 Local Plan, as set out in the Council’s IOPA consultation document.**

• **The GBR Part 2 should not seek to balance Green Belt purposes with other sustainability objectives; the Council will undertake this balancing exercise as part of its wider site selection work that will underpin the Local Plan.**

Green Belt amendments can only be made where exceptional circumstances have been demonstrated.

Part of General Areas 21 and 22 and, in fact, part of the DERA Longcross allocation, lie within 400 metres of the Thames Basin Heaths SPA. This is defined in the 2014 Runnymede Green Belt Review as an absolute constraint.

Outcomes from the GBR Part 2 must be complementary to the Council’s preferred vision and objectives for the Runnymede 2035 Local Plan, as set out in the Council’s IOPA consultation document.

The GBR Part 2 should not seek to balance Green Belt purposes with other sustainability objectives; the Council will undertake this balancing exercise as part of its wider site selection work that will underpin the Local Plan.

On the basis of the Part 1 and Part 2 assessments, General Area 22 meets the purposes of the Green Belt well enough not to be considered further for development. If other sustainability factors are excluded, then there is no justification for to take forward development within General Area 22 on the basis of the assessment against Green Belt purposes.

6.9 The Runnymede Local Plan Core Strategy was withdrawn on the basis that the release of the DERA Longcross site was not adequately justified.

6.10 For a site to be released from the Green Belt, exceptional circumstances need to be demonstrated. Neither the Arup Green Belt Review, nor any other part of the evidence base released by Runnymede Borough Council to date, adequately demonstrates these exceptional circumstances.
7.0 Addendum – January 2019

7.1 As noted in the Foreword, this document was undertaken by DPDS Consulting Group in 2017 and completed in October 2017. It therefore reviewed the Green Belt Review evidence that was published by the Council up to October 2017.

7.2 After October 2017, the Council published further evidence documents to inform their emerging Local Plan. This Addendum reviews and assesses the additional evidence that has been published and provides an updated conclusion to the critique as a whole.

7.3 The following updated and new evidence documents were published by the Council after October 2017:

<table>
<thead>
<tr>
<th>Document No.</th>
<th>Name of Document</th>
<th>Addendums Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD_004B</td>
<td>Green Belt Boundary Technical Review Methodology (March 2016 with 2018 Addendum)</td>
<td>As Part 1 and 2 are flawed it is our view that any subsequent Green Belt evidence based documents will be totally unable to be robust and justified. This evidence base document does not overcome the failings of Green Belt Part 1 and 2 and in any event would have been incapable of overcoming these failings. The failings could only have been overcome by means of starting Part 1 and 2 afresh.</td>
</tr>
<tr>
<td>SD_004D</td>
<td>Green Belt Boundary Technical Review Table (March 2016 with 2018 Addendum)</td>
<td>As above in respect of SD 004B.</td>
</tr>
<tr>
<td>SD_004H</td>
<td>Green Belt Villages Review Stage</td>
<td>No comment – not of specific relevance to</td>
</tr>
<tr>
<td>Document Code</td>
<td>Document Title</td>
<td>Comment</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>SD_004I</td>
<td>Green Belt Villages Review Stage 2 Update (January 2018)</td>
<td>No comment – not of specific relevance to Longcross.</td>
</tr>
<tr>
<td>SD_004J</td>
<td>Green Belt Villages Review Stage 2 Update Appendix 1 (January 2018)</td>
<td>No comment – not of specific relevance to Longcross.</td>
</tr>
<tr>
<td>SD_004K</td>
<td>Green Belt Villages Review Stage 2 Update - Thorpe Settlement Boundary Map (January 2018)</td>
<td>No comment – not of specific relevance to Longcross.</td>
</tr>
<tr>
<td>SD_004R</td>
<td>Green Belt Review Part 2 Addendum and Additional Assessment (December 2017)</td>
<td>As this additional assessment work did not involve work on the Longcross Garden Village this document does therefore not change our views.</td>
</tr>
<tr>
<td>SD_004W</td>
<td>Green Belt Review Pyrcroft Road Note (December 2017)</td>
<td>No comment – not of specific relevance to Longcross.</td>
</tr>
<tr>
<td>SD_004X</td>
<td>Exceptional Circumstances (January 2018)</td>
<td>As Part 1 and 2 are flawed it is our view that any subsequent Green Belt evidence base documents will be totally unable to be robust and justified. This evidence base document does not overcome the failings of Green Belt Part 1 and 2 and in any event would have been incapable of overcoming these failings. The failings could only have been overcome by means of starting Part 1 and 2 afresh.</td>
</tr>
<tr>
<td>SD_004Y</td>
<td>Exceptional Circumstances Addendum (April 2018)</td>
<td>As Part 1 and 2 are flawed it is our view that any subsequent Green Belt evidence base documents will be totally unable to be robust and justified. This evidence base document does not overcome the failings of Green Belt Part 1 and 2 and in any event would have been incapable of overcoming these failings. The failings could only have been overcome by means of starting Part 1 and 2 afresh.</td>
</tr>
<tr>
<td>RBCLP_14</td>
<td>Sequence of Events and Timing of Tender Brief for the Runnymede Stage 1 Green Belt Review</td>
<td>This document includes the Council’s “Contract for Green Belt Review Instructions for Tendering” at appendix 8. This is also included in Appendix 1 of this critique. Section 5 of this critique refers to the wording of</td>
</tr>
</tbody>
</table>
introduction of the “Contract for Green Belt Review Instructions for Tendering” which specifically refers to the former DERA Longcross site.

We continue to be of the view, as stated in section 5 of this critique, that any tenderer would read the reference to the DERA Longcross site to mean that the Council’s housing strategy is reliant on DERA Longcross being developed, and that Runnymede Borough Council plans to remove DERA Longcross from the Green Belt.

The document confirms that Arup were awarded the contract on 21st May 2014 which was after the Inspector’s conclusions on the Runnymede LPCS (2013-2028) were published (29th April 2014). [DPDS emphasis]

On the basis that Runnymede Borough Council was forced to withdraw its previous Local Plan Core Strategy partly because the removal of DERA Longcross from the Green Belt was not adequately justified, the suggestion that DERA Longcross is to be removed from the Green Belt was premature and prejudicial to the whole Green Belt Review process.

The ‘Contract for Green Belt Review Instructions for Tendering’ is the original brief that Arup used to undertake the work. The Council did not issue a formal revised brief to Arup following the publication of the Inspector’s conclusions that were published on 29th April 2014 even though they would have had sufficient time to do so.

We continue to therefore consider that the content of the Green Belt Review unduly influenced and predetermined by the Tender Brief.

7.4 Following the review and assessment of this new and updated evidence, our detailed comments in section 5 and conclusions in section still remain. Runnymede Borough Council continues to fail to provide this clear, justified and robust evidence, either in the two stage report undertaken by Arup or elsewhere.

7.5 Green Belt Review Part 1 and Part 2 documents have formed the basis for subsequent Green
Belt Review evidence based documents. As Part 1 and 2 are fundamentally flawed it is our view that any subsequent Green Belt evidence based documents will be totally unable to be robust and justified. The Council has published evidence based documents after the publication of the Green Belt Part 1 and Part 2 which do not overcome the failings of Part 1 and 2 and in any event would have been incapable of overcoming these failings. The failings could only have been overcome by means of starting Part 1 and 2 afresh. Starting this work afresh will also enable the consultant/author of the evidence documentation to be briefed without any element of pre-determination that the former DERA site is/should be allocated and developed.

7.6 These flaws are in addition to our view that the content of the Green Belt Review was unduly influenced and pre-determined by the Tender Brief which subsequently formed part of the contract.

7.7 It is our opinion that the evidence base has been further elongated and it is at a point now where it is very difficult to clearly and concisely understand how the Green Belt evidence base has exactly informed (or not informed) the Local Plan and particularly choice of both development strategy and subsequent individual site selection. The content of the evidence based documents continues to underline our view that the evidence base has been retrofitted to fit the approach and content of the draft Local Plan – this includes the proposed allocation of Longcross Garden Village as the major development element of the Local Plan.
Appendix 1:

Contract for Green Belt Review Instructions for Tendering, May 2014
21st May 2014

Mr C Tunnell
Ove Arup and Partners Ltd
13 Fitzroy Street
London W1T 4BQ

Dear Mr Tunnell,

Runnymede Green Belt Review – Contract Award

Thank you for your recent tender, and for attending the interview for the Runnymede Green Belt Review project last week with your colleague Kate Walters.

As discussed with Kate by phone on Wednesday (21st May), I am delighted to inform you that we would like to appoint Arup as our consultant to carry out the works for this project as detailed in the Council’s tender pack. With this letter I include the agreed contract which I would be grateful if you could sign and return to the Council as soon as you are able. Should you have any queries about the contract documentation please contact our solicitor Rachel Pugh on 01932 425649 or by email at rachel.pugh@runnymede.gov.uk. I would be grateful if you would copy me in to any correspondence with Rachel as I will be the primary contact point in the Policy and Strategy team.

To complete the required contractual formalities, kindly sign both contracts or arrange for the enclosed contracts to be signed in the presence of an adult independent witness who should sign and insert their details where shown, in accordance with your Limited Partnership’s constitutional requirements. The execution clause is flagged for your convenience. Please return both parts to Rachel Pugh, Legal Section, at the address shown above for execution by the Council. Rachel will then return one part to you for your records.

As discussed with Kate, I would be grateful if could you let me know your team’s availability to attend the inception meeting at the Council Offices during the week commencing 2nd June, with suggested dates and times. Please also let me know what information you would like us to provide for the inception meeting.

If you have any further queries please do not hesitate to contact me.
Yours sincerely,

JANE PEBERDY
SENIOR PLANNING POLICY OFFICER
E-Mail: jane.peberdy@runnymede.gov.uk
Tel: 01932 425252
TENDER DOCUMENTATION

GREEN BELT REVIEW CONTRACT

Mario Leo
Corporate Head of Law and Governance
Runnymede Borough Council
Civic Centre
Station Road
Addlestone
Surrey. KT15 2AH

Ref: legal/RHP
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Contract for Green Belt Review

Instructions for Tendering
INVITATION TO TENDER

1. Introduction

1.1 The Council wishes to engage a Consultant to undertake Green Belt review, which will further inform the new Local Plan Core Strategy (LPCS). The LPCS (2013-2028) is scheduled for examination in mid 2014 with a preliminary hearing scheduled for 9th April 2014.

1.2 The LPCS is the foundation of the Borough’s Local Plan (LP). It sets out the overall ambitions and priorities for Runnymede Borough, and contains a set of strategic level policies to ensure that there is a mechanism in place to realise ambitions and priorities while considering the significant number of constraints within the borough.

1.3 The Local Plan Core Strategy (LPCS) housing strategy relies on new residential development being directed to areas within existing urban settlements, apart from the proposal for the development of a new community at the former DERA site at Longcross. This site, which is currently in the Green Belt, will provide a substantial element of the future housing requirements for Runnymede.

1.4 However, the LPCS recognises that there is a need for a contingency plan to address the difficulties raised if it proves impossible to identify a five year housing land supply from sites in the urban areas. Policy LP01 Strategy for the Location of Sustainable Development states that this contingency “would focus on the identified reserve sites to accommodate the additional housing required in a phased approach if minor shortfalls are identified. If a serious shortfall develops in the latter part of the Plan period, the Borough Council would undertake a borough wide Green Belt boundary survey during the period of the Plan to identify any site that could be of use in meeting any such shortfall”. The review the subject of this document would form the initial phase of this survey, looking at the existing Green Belt boundary to identify broad areas, which could potentially be removed from the Green Belt to provide locations for housing.

1.5 The Council considers that the provision in policy LP01 is appropriate to deal with any prospective shortcomings with the five year land supply. Nevertheless, the Council accepts that in the event that a Borough wide review of the Green Belt may become necessary it would be possible to prepare the contingency plan now. However, this would require some additional technical work to be carried out to inform such a review. This document details what is required from such a review.
2. **Policy Context**

2.1 The review should be carried out within the following policy context.

2.2 The National Planning Policy Framework (NPPF) requires that each local planning authority should ensure that the Local Plan is based on adequate, up-to-date and relevant evidence about the economic, social and environmental characteristics and prospects of the area. Local planning authorities should ensure that their assessment of and strategies for housing, employment and other uses are integrated, and that they take full account of relevant market and economic signals (NPPF, paragraph 158).

2.3 With regard to housing, local planning authorities should use their evidence base to ensure that their LPCS meets the full, objectively assessed needs for market and affordable housing in the housing market area, as far as is consistent with the policies set out in the Framework (NPPF, paragraph 47).

2.4 The submission version LPCS seeks to make provision for 3300 net additional dwellings in the Borough between 2013 and 2028. This is equivalent to an annual average of 220 dwellings. As part of the evidence base to support the Core Strategy the Council has carried out a Strategic Housing Land Availability Assessment to identify sufficient specific deliverable sites in the urban area.

2.5 The Government has committed to ensuring that members of the Gypsy, Traveller and Travelling Showmen communities have the same access to decent and appropriate accommodation as every other citizen, and that there are sufficient sites available to meet their needs.

2.6 ‘Planning policy for traveller sites’ (PPTS) was published by DCLG in March 2012. It requires local planning authorities to set pitch targets that address the likely permanent and transit site accommodation needs of Gypsies and Travellers in the area, working collaboratively with neighbouring local planning authorities.

2.7 The Council is currently carrying out a new local needs assessment, which will identify whether the level of need has changed since the North Surrey Gypsy and Traveller Accommodation Assessment (GTAA) was produced in 2007.

2.8 Policy SP03 of the submission LPCS (Gypsies, Travellers and Travelling Showpeople) commits to making provision for the needs of Gypsies, Travellers and Travelling Showpeople by ‘making additional provision over the Local Plan period to the levels identified in the Council’s Interim Strategy as informed by the North Surrey GTAA or in line with the findings of any subsequent needs assessment. The locations for any additional provision will be identified in a Gypsy and Traveller Sites DPD, which will be based on a criteria led approach, which prioritises the use of previously developed land in sustainable locations within urban areas. The Council will consider the development of sites for Gypsies, Travellers and Travelling Showpeople in the Green Belt in accordance with the NPPF and Planning Policy for Traveller Sites (or any subsequent national policies).’
2.9 The National Planning Policy Framework (NPPF) defines the five purposes of the Green Belt as:

- to check the unrestricted sprawl of large built-up areas;
- to prevent neighbouring towns merging into one another;
- to assist in safeguarding the countryside from encroachment;
- to preserve the setting and special character of historic towns; and
- to assist in urban regeneration, by encouraging the recycling of derelict and other urban land.

3. Borough Context

3.1 Approximately 80% of the borough is located in the Green Belt and as such, the submitted LPCS confirms that development over the plan period will be focused within the borough’s existing urban areas, and in particular in the main centres of Addlestone, Chertsey, Egham and Virginia Water. In addition, up to 1500 new residential units and 80,000sqm of commercial floorspace are forecasted to come forward at the former DERA site on the western side of the Borough over the plan period, following its removal from the Green Belt (on adoption of the plan).

3.2 The floodplain of the River Thames is fairly extensive on the eastern side of the borough, due to the flat, low lying nature of the land. Runnymede is a borough with over 5000 properties at risk in a 1% annual probability river flood. This makes the borough one of the highest risk areas in the Lower Thames region. Indeed, Runnymede has been identified as one of the top 10 local authority areas for flood risk in England.

3.3 In addition, well over half of the borough is located within the 5km zone of influence of the Thames Basin Heath Special Protection Area (TBHSPA), and a small part of the borough (on its western side) is also located within 400m of the TBHSPA boundary. No new residential development is normally permitted within 400m of the TBHSPA, and mitigation is required for new residential units proposed between 400m and 5km of the TBHSPA. This will continue to be a requirement during the plan period.

3.4 The Borough also contains a number of nationally and internationally important nature conservation sites including Special Areas of Conservation and Sites of Special Scientific Interest. The Borough also has a number of ancient woodland sites and open spaces

4. Methodology

4.1 The Council expects the Green Belt boundary review to be carried out as an integral part of the LPCS. It has an agreed Project Plan for preparing the LPCS in the Local Development Scheme (LDS). The timing of the Green Belt boundary study will be managed to inform this process.
4.2 To have a defensible boundary that is able to endure until beyond the end of the Plan period, the Council should be able to demonstrate that it has considered all potential options and all potential areas as part of the review. A comprehensive approach to the study is therefore necessary to ensure the permanency of the Green Belt boundary.

4.3 This review will therefore test and identify broad locations with the potential for development, to provide the contingency in the event that it proves impossible to identify a five year housing land supply from sites in the urban areas. The modified LPCS will then identify these broad geographic locations to provide a strategic framework for future DPDs.

4.4 The LPCS directs development away from environmentally sensitive areas such as those identified in section 3 above. It is expected that these areas will be mapped and taken into account in the study.

5. Project Requirements

5.1 The successful consultant will be required to:

- develop a robust, transparent and credible methodology. There is no prescribed methodology for carrying out a Green Belt boundary review, so it is expected that the consultant would have reviewed best practice of Green Belt boundary reviews and other landscape and countryside studies to inform the preferred methodology. An understanding of the general character of the area will be helpful in designing the preferred methodology

- define and map out absolute constraints to development such as environmentally designated sites to identify areas where development will not be allowed in any event

- use a logical, consistent and defensible set of criteria to appraise all potential areas at a strategic level with a view to identifying areas that may have realistic potential to accommodate residential development. It is expected that the entire Green Belt will be appraised at a broad level with the purpose of the Green Belt and the policy requirements of the Core Strategy in mind. It is a requirement that the criteria for this assessment will be clearly stated

- provide a comprehensive assessment of all potential areas. The contribution that each area makes to the purposes of the Green Belt should be highlighted.

- grade the potential sites for their suitability for residential development. The criteria for the grading should be clearly set out a clear and consistent analysis of how areas have been selected, scored and graded with a clear audit trail of all the relevant stages
recommend to the Council the most sustainable area(s) that should be allocated to deliver any required new homes. Furthermore, the consultants should recommend to the Council those sites that should be safeguarded to meet future housing land supply after 2028.

provide detailed and specific assessments/analyses of each of the areas that are recommended for development with regard to their landscape, topography, biodiversity integrity, and their accessibility to key services and facilities by sustainable forms of transport.

identify any site specific constraints and appropriate mitigation measures that might be necessary to facilitate development of the areas.

provide the Council with a recommendation about where a defensible boundary of the Green Belt should be drawn, taking into account the areas that are being recommended for development. This should be capable of enduring until 2028.

provide a reasoned justification for the recommendations.

liaise with relevant officers of the Council and the County Council at key stages of the study as required.

include a full technical explanation of the methods employed, with any limitations noted, and clearly document all data sources to be used.

justify all assumptions, judgements and findings in an open and transparent manner.

use and report upon effective quality control mechanisms.

6. Report Format

6.1 The Council requires a written report of the outcome of the Study that includes all necessary analysis, outputs and recommendations. The report should be concise and written in a style that is accessible and easy to understand and capable of reproduction in A4 format for ease of production, distribution and use as a reference document. It should include a non-technical Executive Summary of the key findings. It will be published as evidence base to support the LPCS. In this regard, care should be taken to ensure that it does not compromise commercial sensitivity and/ or confidentiality.

6.2 In line with the timetable, on 31/08/2014 (unless a different date is agreed between the Council and the appointed consultant at the inception meeting), the consultant will deliver 3 bound copies and one unbound copy of the completed study to the Council. An electronic copy of the study and all related data, including maps, should also be provided in both word (Microsoft office format up to 2010) and pdf formats.
6.3 The consultants will be required to make a presentation of the findings of the study to the LDF Working Group and other Members of the Council.

6.4 When payment is made as agreed with the consultant, the copyright of all elements of the study shall become the property of the client.

6.5 Any maps should be provided in ESRI shapefile format. Ordnance Survey (OS) base mapping for the purposes of the study can be provided, if required, by the Council as part of its Mapping Services Agreement with the OS. A contractor’s licence agreement must be signed in order to receive and use OS mapping. Any such OS mapping must be used only for the purposes of the study and be destroyed or returned to the Council on completion of the work.

6.6 All data used in the study will be expected to be made available to the Council as well as that presented in the final report.

7. Progress and Meetings

7.1 In addition to the project inception meeting, the project will also be subject to regular progress reporting throughout its duration. This will generally be via telephone or email, although it is expected that one progress meeting will be required during the course of the project, and the consultants should prepare their quotes on this basis. The date of the progress meeting will be decided at the project inception meeting.

8. Contact

8.1 All questions and correspondence will need to be directed by email to tenders03@runnymede.gov.uk. A specific contact within the Planning & Strategy team will be provided once a consultant has been appointed.


9.1 Under the terms of the Data Protection Act 1998, the project includes the processing of personal data. In accordance with the Act, the data controllers will be the Council and the data processor will be the consultant. All of the personal data processed must be treated as confidential and only used for the purposes outlined in this project brief and only shared with relevant Council Officers.

9.2 Any personal data collected and processed by the consultant under the terms of this project brief must not be disclosed to any third party without the written permission from the client on behalf of the Council. The consultant must take all necessary technical and organisational measures to ensure the security of the personal data against any unlawful or unauthorised processing. The Council will retain ownership of all the personal data collected, processed, and as soon as the contract ends the consultant must return all ‘hard copy’ files containing personal information to the Council. The consultant will not be permitted to retain personal data processed under this project brief in any format once the agreement has ended.
9.3 The consultant shall comply with the Data Protection Act 1998 and all linked subordinate legislation.

10. **Key Dates**

10.1 The Council would like to appoint a consultant at the earliest opportunity.

The following table in paragraph 11 sets out the anticipated key dates.

### 11. **Selection Process**

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to submit tender issued</td>
<td>01/04/14</td>
</tr>
<tr>
<td>Deadline of submission of tender</td>
<td>02/05/14</td>
</tr>
<tr>
<td>Interviews</td>
<td>12/05/14 – 16/05/14</td>
</tr>
<tr>
<td>Contract Award</td>
<td>19/05/14</td>
</tr>
<tr>
<td>Inception meeting</td>
<td>20/05/14 – 23/05/14</td>
</tr>
<tr>
<td>Consultant to submit draft report</td>
<td>15/08/14</td>
</tr>
<tr>
<td>Consultant to submit final report</td>
<td>31/08/14</td>
</tr>
</tbody>
</table>

*(Please note that this is an indicative timetable of key milestones only. Key milestones for the project will be agreed with the appointed consultant prior to award of the contract)*.

#### Interview

11.1 The initial selection process will be based on the response to the tender only. Shortlisted applicants will be invited to attend an interview during the week commencing 12 May 2014. Interviews for short listed applicants will be held in the Runnymede Borough Council Offices in Station Road, Addlestone.

11.2 The 1 hour interview will take the form of a presentation (20 minute maximum) by the tenderer and will be followed by a question and answer discussion.

11.3 The presentation should focus on the key themes set out in the written submission regarding the approach and methodology to this tender rather than general information about the tenderer’s company. The number of attendees will be limited to a maximum of 3 and should form the core team who will be working on the project on a day to day basis. Please note the interviews will be held during the week commencing 12 May 2014. In the submissions, tenderers are requested to confirm their availability to attend the interview in Addlestone during this week.

12. **Contract Documents**

12.1 Tenderers are required to submit their tender on the basis that following documentation (“the Contract Documents”) which will form the Contract:
12.2 Tenders are required to be returned by 2 May 2014.

12.3 It is proposed that the Contract be awarded during the week commencing 19 May 2014 and that the Contract will commence during the week commencing 19 May 2014.

13. Contract Award Criteria

13.1 The contract will be awarded in accordance with the criteria set out in the Evaluation Criteria Table, below.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>50%</td>
</tr>
<tr>
<td>Quality</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>The consultant should provide brief details of the approach and methodology for meeting the requirements of the review to ensure that the Green Belt review is robust.</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>The consultant must to provide full details of the resources, which would be used (including names and brief CVs of key personnel).</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>The consultant must demonstrate prior experience relevant to a Green Belt review.</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Interviews</td>
<td>20%</td>
</tr>
</tbody>
</table>

13.2 The Council will undertake financial checks and take up references of the shortlisted Tenderers prior to award of the contract.

13.3 The Council may undertake additional financial checks on Tenderers prior to award of the Contract.

13.4 Tenderers who fail the further financial checks may not be considered further.

14. Basis of Tender

14.1 Tenders have been invited following an advertisement.

15. Publicity of Tenders
15.1 The Council may make public a redacted summary of tender sums received together with the names and addresses of all Tenderers.

16. **Confidentiality**

16.1 Tenderers shall treat the details of this Tender and all associated documents as private and confidential.

17. **Period of Validity.**

17.1 Tenderers are required to keep tenders valid for acceptance for a period of 90 days from the date of the tender deadline for the submission.

18. **Investigation by Tenderer**

18.1 The Tenderer is required to investigate all matters relating to the preparation of their Tender in order to ensure that their Tender takes into account all matters and circumstances and is fully comprehensive and inclusive. No claims for additional payments resulting from the Contract shall be allowed insofar as they arise from the failure of the Tenderer to carry out all necessary investigations.

18.2 Any cost encountered, which is not specifically itemised in the tender, shall not be incurred unless specifically agreed upon, in writing by the Authorised Officer.

19. **Amendment to Tender**

19.1 The Council reserves the right to make changes of a drafting nature to the Tender Documentation, which must be accepted without reservation.

20. **Method Statement**

20.1 The Consultant shall submit as part of its tender a Method Statement. This shall set out both the proposed method of implementing the Contract and full supporting details of the staff and other resources which will be utilised to achieve the performance levels required by the Specification as well as the information listed in the ‘Method Statement’ section set out below. Within the Method Statement shall be detailed the Consultant's management and control processes which shall clearly indicate how the Consultant proposes to maintain a high level of service. This information must clearly demonstrate to the Council that the Consultant is able to implement the Contract to a high quality and to time.

20.2 Following the Council's decision to award the work, the Authorised Officer shall notify the Consultant of areas in the Method Statement, which may reasonably require further consideration by the Consultant before it can be accepted as the approved Method Statement. The Consultant shall then make such amendments to the Method Statement as are deemed necessary by the Authorised Officer.
20.3 When the Authorised Officer is satisfied with the contents of the Method Statement as revised, it shall form part of the contract between the parties, and shall be referred to as the Method Statement.

21. **Insurances**

21.1 Tenderers will need to provide evidence to the Council that they hold public liability and employee insurances, which are current, and for not less than £5 million pounds in respect of any one incident.

21.2 Tenders shall provide professional indemnity insurance of £1 million per annum.

22. **Equal Opportunities**

22.1 Runnymede Borough Council, as an employer, is committed to promoting equal opportunities to all persons in every aspect of the activities it carries out.

22.2 To ensure that the Council's approach to equal opportunities underpins all its activities, it will follow the requirements of the Race Relations Amendment Act, the Disability Discrimination Act (as amended) and the Equality Act and codes of practice issued by the Equality and Human Rights Commission that relate to employment.

22.3 Consultants, agents (and associated agents or suppliers) working for the Council will also be expected to demonstrate their commitment to equal opportunities through good personnel practices.

23. **Requests for Information**

23.1 Requests for further information and/or clarification of the Tender document or the scope of the work should be sent to tenders03@runnymede.gov.uk by 25 April 2014.

23.2 All such requests will be responded to by e-mail and will be copied to all Consultants invited to tender.

24. **Defects or Omissions**

24.1 Tenderers must notify the Council as soon as any omissions or errors are detected in the specification so a correction may be issued. Such notification must be received by the Council by 25 April 2014.

25. **General Requirements of Tender**

25.1 The tender shall include all costs deemed necessary to cover all contingencies essential to the provision of the services inclusive of equipment, and all other sundries.

26. **Preparation of Tender**
26.1 Tenders are to be prepared at the sole expense of the Tenderer.

26.2 It is the responsibility of Tenderers to obtain for themselves and at their own expense any additional information necessary for the preparation of their tenders.

26.3 All information supplied by the Council in connection with this invitation to tender shall be treated as confidential by prospective Tenderers, except that such information may be disclosed so far as is necessary for the purpose of obtaining quotations necessary for preparation and submission of the Tender.

26.4 This Tender shall be submitted on the Form of Tender incorporated herein. The Form shall be signed by the Tenderer and submitted in the manner and by the date and time stated.

26.5 All documents requiring a signature shall be signed (and where appropriate independently witnessed):-

- Where the Tenderer is an individual, by that individual.
- Where the Tenderer is a partnership, by two duly authorised partners.
- Where the Tenderer is a company, by two Directors or by a Director and the Company Secretary or such persons as are duly authorised to enter into binding Contracts under the provisions of the Company’s Articles of Association.

26.6 The Council is not bound to accept the lowest, or any tender submitted.

26.7 The successful Tenderer will be required to execute a formal contract and until such execution, the successful Tender, together with the Council’s written acceptance, shall form a binding contract on the terms set out in the Contract Documents and where there is any discrepancy or difference between the Tender and the Contract Documents, the latter shall prevail.

27. **Tender Submission**

27.1 Tenderers must fully complete the Tender Document, which must be signed by the Tenderer and submitted to the Council with the Conditions of Contract, the Specification, the Form of Contract, the prescribed Collusive Tendering Certificate, together with the returns required, on the forms provided.

28. **Completion of Tender**

28.1 The tender shall be submitted on the Form of Tender incorporated herein. The Form shall be signed by the Tenderer and submitted in the manner and by the date and time stated below together with the following documents:

- A signed Collusive Tendering Certificate
- Completed Pricing Schedules
- Completed Method Statements
● Proof of Professional Indemnity Insurance to the value of £1 million, Employer’s Liability Insurance to the value of £5 million and Public Liability Insurance to the value of £5 million.

28.2 Only the successful Tenderer will be required to complete the Forms of Insurance after the acceptance of his/her Tender by the Council but prior to the commencement of work and may be required to execute a Form of Guarantee at the discretion of the Council.

29. **DEADLINE FOR SUBMISSION OF TENDER**

28.1 Tender Return

Once completed, a copy of the Form of Tender, Price Schedule, Method Statements and all other contact documents must then be sent in the Official Tender Return Envelope (supplied) and must arrive NOT LATER THAN 12 NOON FRIDAY 25 APRIL 2014.
FORM OF TENDER

Contract for Green Belt Review

TO: Runnymede Borough Council
   Civic Centre
   Station Road
   Addlestone
   Surrey
   KT15 2AH

I/We__________________________________________________________________

I/We__________________________________________________________________

hereby tender and undertake to supply, deliver and carry out the contract for the Green Belt Review which is to be performed in accordance with the Terms and Conditions of Contract, Specification and all other Contract Documentation as defined for the sum specified in the Pricing Schedules.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender Documents shall not affect the Articles of Contract or the Contract Conditions and may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Authority and shall not be withdrawn for a period of 90 days from this date.

And I/We further undertake to execute a Contract to be prepared at your expense for the proper and complete fulfillment of the Service.

Unless and until a formal Contract is prepared and executed, this Tender, together with your acceptance thereof in writing, shall constitute a binding contract between us and such contract shall be on the terms set out in the Contract Documentation.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any Contract or arrangement with any person.

I/We understand that you are not bound to accept the lowest or any Tender you may receive.

I/We certify that this is a bona fide Tender.

Consultant’s Signature(s)

(Print name(s) in full)

Date

Name and Address of Firm
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COLLUSIVE TENDERING CERTIFICATE

We certify that this is a bona fide Tender and that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:-

a) entered into any Contract with any person outside this consortium, with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which the Tender is made;

b) informed a person outside this consortium, other than the person calling for these Tenders, the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the approximate amount of Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

c) caused or induced any person to enter into such a Contract as is mentioned in paragraph (a) above or to inform us of the amount or the approximate amount of any rival tender for the Contract.

In this Certificate “person” includes any persons and any body of persons corporate or unincorporate, “person outside this consortium” means, where the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or where the consortium is a company, a person other than a company holding shares in the consortium or any employee of such a company or the consortium and “Contract” includes an arrangement whether formal or informal and whether legally binding or not.

Signed: ____________________________________________________________

Name: ____________________________________________________________

On behalf of:

__________________________________________________________________

__________________________________________________________________

Date: ____________________________________________________________
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TO BE COMPLETED AND RETURNED WITH TENDER

METHOD STATEMENT

Please set out details of the following (*continue on separate sheets as necessary please*):-

<p>| | |</p>
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<tbody>
<tr>
<td>1</td>
<td>Please provide brief details of the approach and methodology for meeting the requirements of the review to ensure that the Green Belt review is robust</td>
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RESOURCES STATEMENTS

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<thead>
<tr>
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<th>Please provide full details of the resources, which would be used (including names and brief CVs of key personnel).</th>
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<tr>
<td>3</td>
<td>Please demonstrate that the consultancy you work for/represent has prior experience relevant to a Green Belt Review.</td>
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All these details constitute part of our offer.

Signed ___________________________ Date ___________________________
For _______________________________________________________________
Tenderers must list **ALL** local government contracts, together with any other relevant public sector contracts, undertaken during the last 36 months.

<table>
<thead>
<tr>
<th>Name of address of Council (or other public sector body)</th>
<th>Approximate value of contract</th>
<th>Duration of Contract</th>
<th>Name, address, telephone number and e-mail of referee</th>
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*Please continue if necessary.*
## Price Schedule

<table>
<thead>
<tr>
<th>Total Price*</th>
<th>£</th>
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</thead>
</table>

*TOTAL PRICE (inclusive of all travelling, subsistence and all other expenses)

All prices submitted should be exclusive of VAT
## PROVISIONAL ITEM(S)

### Hourly Rates (inclusive of all travelling, subsistence and all other expenses)

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
<th>Unit</th>
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<tbody>
<tr>
<td>Partner/Director</td>
<td>£</td>
<td>per hour</td>
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<tr>
<td>Senior Consultant</td>
<td>£</td>
<td>per hour</td>
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<tr>
<td>Consultant</td>
<td>£</td>
<td>per hour</td>
</tr>
<tr>
<td>Other</td>
<td>£</td>
<td>per hour</td>
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</tbody>
</table>

### Daily Rates (inclusive of all travelling, subsistence and all other expenses)

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<th>Role</th>
<th>Rate</th>
<th>Unit</th>
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</thead>
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<td>£</td>
<td>per day</td>
</tr>
<tr>
<td>Other</td>
<td>£</td>
<td>per day</td>
</tr>
</tbody>
</table>

All prices submitted should be exclusive of VAT.
THE CONTRACT

CONTRACT GREEN BELT REVIEW

Mario Leo
Corporate Head of Governance and Assets
Runnymede Borough Council
Civic Centre
Station Road
Addlestone
Surrey. KT15 2AH

Ref: legal/RHP
CONTRACT FOR GREEN BELT REVIEW

ARTICLES OF CONTRACT

THIS CONTRACT is made the ___________________________ day of ______________________ 2014 between RUNNYMEDE BOROUGH COUNCIL of Civic Centre, Station Road, Addlestone, Surrey, KT15 2AH ("the Council) of the one part and [ ]("the Consultant") of the other part

DEFINITIONS: "The Contract" comprises these Articles of Contract and the Consultant’s Tender dated [ ], the Council’s Tender Documentation, the Conditions of Contract, the Specification, the Consultant’s Pricing Schedule and the Council’s letters to the Consultant dated [ ] attached hereto.

WHEREAS

1. The Council wishes to have provided the Services set out in the Contract, and
2. The Consultant is willing to perform such Services in accordance with the provisions of the Contract.

NOW IT IS AGREED between the Council and the Consultant as follows:

1. This Contract constitutes the sole contract or Contract between the Council and the Consultant for the performance by the Consultant of the Services.
2. The Consultant shall provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.
3. So long as the Consultant shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council shall pay to the Consultant the sums exclusive of VAT as shall become payable under this Contract at the times and in the manner specified in the Contract.
IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed have hereunto set their hands and seals the day and year first before written

The COMMON SEAL of )
RUNNYMEDE BOROUGH COUNCIL is hereunto )
affixed and is authenticated by )

Chief Executive Officer

THE COMMON SEAL OF )
) 
was hereunto affixed in the )
presence of: )

Director
Secretary
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GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions

In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings ascribed to them:

“2000 Act” means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;

“Assessment” means the development management services for analysing viability assessments (Phase three Services) carried out by the Consultant and instructed on a case by case basis at the discretion of the Council.

“Confidential Information” means information, data and material of any nature which either Party may receive or obtain in connection with this Agreement and;

(1) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or

(2) the disclosure of which would or would be likely to prejudice the commercial interests of either Party or any other person and the public interest in maintaining non disclosure would outweigh the public interest in disclosure; or

(3) the disclosure of which by the Council would constitute a breach of confidence actionable by the Consultant or a third party; or

(4) which constitutes a trade secret;

“Engagement” means the engagement of the Consultant by the Council on the terms of this Agreement;

Environmental Information Regulations” means the Environmental Information Regulations 2004;
“Fees” means the fees due to the Consultant in return for the satisfactory performance of the Services as identified in Schedule 1;

“Force Majeure” means war, civil war, armed conflict, terrorist attack, governmental action, fire, flood or epidemic or any other act or matter which notwithstanding the reasonable diligence and foresight of the affected Party is, beyond the reasonable control of that Party. For the avoidance of doubt, Force Majeure shall not include strikes or other industrial action by the employees of the affected Party or its agents or subcontractors;

“Information” shall be as defined in section 84 of the 2000 Act;

“Intellectual Property Rights” means all patents, rights, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Request for Information” shall have the meaning set out in section 8 of the 2000 Act or any apparent request for information under the 2000 Act or the Environmental Information Regulations;

“Service(s)” means all of the services due to be rendered by the Consultant and more particularly described in the Specification;

“Specification” means the document set out in Schedule 1 relating to the provision of the Services, as varied by the Council from time to time;

“Working Day” means any day (other than a Saturday or Sunday or recognised Bank Holiday) on which banks are open for business in the City of London.
“Works” all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

1.2 In interpreting this Agreement:

1.2.1 Any reference to the singular includes the plural and vice versa and reference to one gender includes all genders.

1.2.2 Any reference to a statutory provision includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation made from time to time under it.

1.2.3 The Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes references to the Schedules unless stated otherwise.

1.2.4 The headings do not form part of or affect interpretation of this Agreement.

2. APPOINTMENT

2.1 In consideration of compliance by each of the Parties of all of their respective obligations contained or otherwise inferred by this Agreement, the Council appoints the Consultant and the Consultant undertakes to render the Services on the terms and conditions set out in this Agreement.

3. WARRANTIES AND OBLIGATIONS

3.1 The Consultant shall carry out the Services in accordance with this Agreement within the time scales (where applicable) specified in Schedule 1.

3.2 The Consultant hereby represents, warrants and undertakes to the Council the Services will be performed with due skill, care, diligence and prudence and in utmost good faith in accordance with the Specification, all relevant legislation and the reasonable requirements of the Council.

3.3 The Consultant shall procure that the Services are provided by its authorised personnel agreed upon in writing by the Council and shall use its best endeavours to maintain continuity of such staff. Any replacement of relevant staff shall be subject to the prior written approval of the Council Officer and any such replacement shall have not less than equivalent expertise and experience to the person replaced.

3.4 In performing the Services the Consultant shall comply with the requests and instructions of the Council Officer (or person delegated by him) who has full authority to act on behalf of the Council in relation to all matters arising under this Agreement.
3.5 Subject to the provisions of Clause 10, the Consultant hereby grants to the Council an irrevocable, royalty free, perpetual, transferable and exclusive licence to use all Intellectual Property Rights (including know how and design rights) in all materials and Services supplied by the Consultant to the Council. The Consultant hereby agrees to indemnify the Council against all costs, losses, expenses, claims, damages, liabilities and proceedings howsoever arising and/or incurred by the Council whether as a consequence of infringement or alleged infringement of any third party’s Intellectual Property Rights.

3.6 The Consultant undertakes to meet with the Council Officer in order to provide written progress reports regarding performance of the Services at such intervals as the Council may reasonably require.

3.7 The Consultant shall afford the Council Officer access to all information (including relevant data, reports and accounts) at reasonable times to ensure record of satisfactory performance of the Services.

3.8 The Consultant shall be responsible for:

a) the organisation and administration of the Services outlined in the Specification; and

b) ensuring that when engaged in the provision of the Services the Consultant, its staff and any persons acting on the Consultant’s behalf shall comply in all respects with the law for the time being in force including (but not limited to):

   i) the Equality Act 2010; and

   ii) any relevant legislation requiring steps to be taken to secure the health, safety and welfare of all persons involved in the Services to the same extent and in the same manner as an employer is required to do in relation to his employees by or under the relevant legislation for the time being in force.

3.9 The Consultant undertakes to provide the Council with written progress reports as specified in the Specification and/or on request and ensure monitoring and tracking information is made available to the Council as and when requested.

3.10 The Consultant shall neither make nor advertise any public announcement or representation regarding the Services without the written consent of the Council and shall utilise (where applicable) the Council’s logo(s) upon the written approval of the Council Officer.

3.11 The Consultant shall provide copies of any written material produced as part of the delivery of the Services.

3.12 The Consultant will provide the Council with the key deliverables outlined in the Specification on the dates (where applicable) stated therein.

3.13 The Parties agree that time for performance of the Services shall be of the essence and failure to perform the Services accordingly will be a fundamental breach of the Consultant’s obligations hereunder.
4. **PROVISION OF INFORMATION**

4.1 Within a reasonable period, the Council shall use its reasonable endeavours to provide any relevant Information to the Consultant.

4.2 At the request of the Consultant, the Council shall provide the Consultant with such further information as the Consultant may reasonably require in order to provide the Services and which the Consultant is not itself required to provide as part of the Services.

5. **PAYMENT**

5.1 In consideration of the successful supply of the Services in accordance with the terms of this Agreement to the satisfaction of the Council, and acceptance from the Council that the deliverables set out in the Specification have been completed, the Council will pay to the Consultant the Fees in accordance with Clauses 5.3 and 5.4 below subject to the provisions contained in the Specification relating to retention of all or part of the Fees by the Council.

5.2 The Consultant shall submit an invoice to the Council for the relevant part of the Fees plus any applicable Value Added Tax when those parts of the Services to which the Fees relate have been successfully rendered with such invoice being itemised to identify who in the Consultant’s organisation is providing which parts or elements of the Services and their hours spent in the provision thereof.

5.3 On completion of the work, the Council shall pay the Consultant’s invoice in arrears for Services correctly rendered within 30 (thirty) Working Days of receipt of the invoice. Failure to pay the Fee in accordance with the terms of this Agreement shall result in interest being payable by the Council from the date payment is due at the rate of 1% above the base rate of the Cooperative Bank plc, calculated on a daily basis which the Parties hereto agree shall be a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 The Consultant shall if possible submit their invoices electronically.

6. **CONFLICT OF INTEREST**

6.1 In undertaking the Services, the Consultant shall at all times act in the best interests of the Council and shall at no time subordinate or otherwise undermine the Council’s interests to the advantage of its own interests or those of any third party.

6.2 The Consultant shall immediately notify the Council Officer in writing upon becoming aware of any actual or potential conflict of interest between the interests of the Council and itself or any other client or prospective client and will take all necessary steps to remove or avoid the cause of such conflict of interest to the satisfaction of the Council Officer.

7. **REPORTING**

7.1 The Consultant shall report to the Council Officer on its progress in undertaking the Services as and when required by the Council Officer.
8. DATA PROTECTION

8.1 The Consultant shall comply with its obligations, whether as data controller, data processor or otherwise under the Data Protection Act 1998 in so far as applicable to the performance of its obligations under this Agreement.

8.2 The Consultant shall not knowingly place the Council in breach of its obligations under the Data Protection Act 1998.

8.3 The Consultant shall indemnify the Council against any and all damages, losses, liabilities, claims, expenses and actions arising as a result of any breach of the Consultant’s obligations under Clause 8.1 or 8.2.

9. OWNERSHIP

9.1 The Consultant hereby acknowledges that the ownership of and all Intellectual Property Rights in the (including but not limited to) reports, documents, materials and any database provided by it in undertaking and supplying the Services shall vest in the Council upon creation thereof and in consideration of the payment of £1.00 (one pound), being part of the consideration paid by the Council under this Agreement (receipt of which is hereby acknowledged), the Consultant hereby assigns as beneficial owner to the Council all Intellectual Property Rights in such reports, documents and databases.

9.2 If use of such reports, documents, materials or database is found to infringe the rights of any third party, the Consultant shall indemnify the Council against all resulting claims, costs, losses, damages, expenses and liabilities howsoever incurred as a consequence thereof.

10. FREEDOM OF INFORMATION

10.1 The Consultant acknowledges that the Council is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agrees to use all reasonable endeavours to assist the Council (at the Consultant’s expense) to comply with its obligations imposed under those provisions.

10.2 The Consultant shall process Information provided to the Consultant by the Council, produced in the performance of this Agreement or relating to this Agreement in accordance with a records management system, which complies with the Lord Chancellor’s code of practice for the keeping and management of records under section 46 of the 2000 Act.

10.3 Subject to Clause 11.6, the Consultant shall and shall procure that its subcontractors shall:

10.3.1 transfer any Request for Information received by the Consultant or its subcontractors to the Council promptly and, in any event, within two Working Days of its receipt;

10.3.2 provide the Council with a copy of all Information in its possession or power in the form and within the time scale that the Council requires;
10.3.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request Information within the time for compliance prescribed by Section 10 of the 2000 Act;

10.3.4 not respond directly to a Request for Information or disclose or release Information without the prior written authority of the Council.

10.4 Subject to Clause 11.6, the Council shall be responsible for determining, in its absolute discretion, whether:

10.4.1 Information relating to a Request for Information is exempt from disclosure under the 2000 Act or the Environmental Information Regulations;

10.4.2 any Information is to be disclosed in response to a Request for Information.

10.5 The Consultant acknowledges that the Council may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information:

10.5.1 without consulting the Consultant; or

10.5.2 following consultation with the Consultant and having taken its views into account.

10.6 Where the 2000 Act applies to the Consultant (by virtue of an order made under section 5 of the 2000 Act or otherwise), the Consultant shall:

10.6.1 comply with the 2000 Act and any associated legislation and codes of practice (including (without limitation) the Secretary of State’s and Lord Chancellor’s codes of practice issued under sections 45 and 46 of the 2000 Act ); and

10.6.2 where the Consultant receives a Request for Information from a third party under the 2000 Act, which relates to the Council and / or this Agreement:

10.6.2.1 inform the Council about the Request For Information and the nature of the Information being sought as soon as reasonably possible;

10.6.2.2 consider and apply all lawful exemptions provided under the 2000 Act to withhold Information sought in terms of the Request For Information;

10.6.2.3 consult with the Council prior to the disclosure of any such Information; and
10.6.2.4 keep the Council informed about the Consultant’s progress in dealing with any Request For Information and where requested by the Council, provide the Council with copies of any correspondence and documents relating to the Request For Information.

10.7 The Consultant shall indemnify the Council against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Council as a result of any breach of this Clause 10 by the Consultant, the Consultant’s personnel, subcontractors or agents.

10.8 The Consultant acknowledges that the definition of Confidential Information is indicative only and that the Council may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the 2000 Act.

11. CONFIDENTIALITY

11.1 Subject to Clauses 11.3, 11.6 and 11.8 each Party undertakes to the other Party:

11.1.1 to treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly both during the duration of appointment and following expiry or termination of this Agreement;

11.1.2 not to disclose any Confidential Information belonging to the other Party without the prior written consent of that Party, except to such persons and to such extent as may be strictly necessary for the performance of this Agreement or except where such disclosure is otherwise expressly permitted by the provisions of this Agreement; and

11.1.3 not to use any Confidential Information received from the other Party otherwise than for the purposes of or in connection with this Agreement.

11.2 The Parties shall use all reasonable endeavours to procure that their employees, agents and subcontractors keep confidential and do not make any disclosure of Confidential Information to any third party in breach of Clause 11.1 above and only use such Confidential Information in connection with the performance of this Agreement.

11.3 Clause 11.1 shall not apply to disclosure of Confidential Information by either Party to any department, office or agency of the Government and shall not apply to any disclosure of Confidential Information:

11.3.1 which a Party can demonstrate has or becomes generally available to the public and in the public domain otherwise than through the act or default of (or on behalf of) the relevant Party;

11.3.2 which was in the possession of the receiving Party without restriction as to its disposal, before receiving it from the disclosing Party;

11.3.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
11.3.4 which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;

11.3.5 to enable a determination to be made under the Dispute Resolution Procedure in Clause 24;

11.3.6 which is for the purpose of:

11.3.6.1 the examination and certification of the Council’s or the Consultant’s accounts; or

11.3.6.2 any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has utilised its resources; or

11.3.7 by the Council to any third party, insofar as this may be necessary to the performance or provision by that third party of any services or works whatsoever for or to the Council;

11.3.8 by the Council to a third party managing properties on behalf of the Council and/or relating to Council residential or non residential properties and further disclosure by that third party insofar as is reasonably necessary for the proper discharge of the Council’s functions which have been or may be delegated by the Council to the third party;

11.3.9 by the Council in service monitoring reports to the Council’s executive or other member body, Sub-Boards or Committees.

11.4 The Consultant shall not make use of this Agreement or other information issued or provided by the Council in connection with this Agreement otherwise than for the purpose of this Agreement, except with the prior written consent of the Council.

11.5 When the Consultant, in carrying out its obligations under this Agreement, is provided with Confidential Information or other information relating to users or potential customers of Council services the Consultant shall not disclose or make use of any such Confidential Information or other information otherwise than for the purpose for which it was provided, unless the Consultant has sought and obtained the prior written consent of that person or the Council.

11.6 At the request of the Council, the Consultant shall facilitate the Council’s compliance with the Code of Practice on Access to Government Information (second edition) (“the Code”) or the Environmental Information Regulations and in the event that the Council is required to provide information to a person as a result of a request made to it under such Code or regulations, the Consultant shall provide such information relating to this Agreement, the Services or itself to enable the Council to adhere to the requirements of the Code or regulations.
11.7 Nothing in this Clause 11 shall prevent either Party from using any ideas, know-how or techniques gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or an infringement of Intellectual Property Rights.

11.8 The Consultant acknowledges to the Council that nothing in this Clause 11 shall fetter or affect the Council’s obligations under the Data Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

12. **PUBLICITY**

12.1 Subject to Clause 12.3, the Consultant shall not and shall procure that any member of the Consultant’s personnel or subcontractor shall not make any public statement or issue any press releases or any other form of publicity document relating to, connected with or arising out of this Agreement or the matters contained in this Agreement without obtaining the Council’s prior written approval as to its contents and manner and timing of its presentation and publication.

12.2 The Consultant shall not and shall procure that any member of the Consultant’s personnel, shall not communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Agreement without the prior written approval of the Council.

12.3 Either Party may make a public statement or announcement concerning the completion of this Agreement if required by:

12.3.1 law; or

12.3.2 any regulatory or Government body to which either Party is subject or submits, wherever situated, whether or not the requirement has the force of law PROVIDED THAT any such statement does not contravene the duty of confidentiality contained in Clause 12.1

12.4 Subject to the provisions of Clause 12.1, the Council reserves the right to publish or disseminate information about this Agreement and the provision of the Services, as it may deem appropriate from time to time.

13. **INSURANCE AND INDEMNITY**

13.1 The Consultant shall indemnify and keep the Council indemnified against all costs, expenses, losses, damages, liabilities, claims, actions and proceedings arising from any negligent act, default or omission or breach of this Agreement by the Consultant or any other of its employees.

13.2 The Consultant warrants that it has (a) Professional Indemnity insurance covering its liability for negligence under this Agreement for a minimum amount of £1,000,000, (b) Employer’s Liability insurance (where applicable) for a minimum amount of £5,000,000 and (c) Public Liability insurance for a minimum amount of £5,000,000 for any occurrence or series of occurrences arising out of each and every event.
13.3 The Consultant shall, on request supply to the Council Officer within three Working Days of such request a copy of each of said insurance policies, cover notes, premium receipts and other documentary evidence necessary to establish that the insurances required by Clause 13.2 are being maintained.

13.4 If the Consultant fails to comply with Clause 13.2, without prejudice to any other rights or remedies the Council may have, the Consultant shall pay to the Council on demand any money the Council reasonably expends to effect insurance (at its discretion) against any risk with respect to which such default shall have occurred (together with an administrative charge of 3% of the costs incurred by the Council in obtaining such insurance).

14. TERMINATION

14.1 The Council shall be entitled to terminate this Agreement on written notice to the Consultant having immediate effect if:

14.1.1 the Consultant commits a breach of its obligations under this Agreement and has not remedied such breach (if capable of remedy) following service of a notice by the Council on the Consultant stating the breach and giving a reasonable period in which the said breach must be remedied; or

14.1.2 the Consultant commits a fundamental breach of its obligations under this Agreement; or

14.1.3 the Consultant becomes insolvent or bankrupt or enters into administration or has a receiver or liquidator appointed or ceases to trade; or

14.1.4 the Consultant breaches the provisions of Clause 27; or

14.1.5 the Consultant is prevented from carrying out the Services (or a material part thereof) for a period longer than twenty Working Days by reason of Force Majeure; or

14.1.6 a conflict of interest arises between the interests of the Council and the Consultant or the interests of another client of the Consultant, which the Consultant is unable to resolve to the satisfaction of the Council.
14.2 The Consultant may terminate this Agreement by twenty Working Days notice in writing if any Fees remain unpaid after the due date for payment and the Consultant has served written notice on the Council stating that such fees remain unpaid and that the Consultant intends to invoke the provisions of this Clause 14.2 and such fees remain unpaid for a further twenty Working Days following receipt by the Council of the Consultant’s notice.

14.3 Termination of this Agreement or completion of the provision of the Services shall:

14.3.1 be without prejudice to the rights and remedies of the Parties’ accrued before such termination or completion;

14.3.2 not prejudice the right of either Party to recover any amount due and payable on or before such termination or completion;

14.3.3 not prejudice or affect any right or obligation or either Party which, having fallen to be performed on or before the date of termination or completion, remains to be performed or discharged on such date;

14.3.4 not prejudice or effect any right or obligation of either Party which is expressed to continue or by implication is intended to continue after the date of termination or completion including, but not limited to, Clauses 8, 10, 11, 12 and 13.

14.4 On termination of this Agreement or completion of the Services, the Consultant shall promptly deliver to the Council all information, data and documentation in its possession, which relates to the Services.

14.5 The Council shall have the right to terminate the Agreement without obligations to pay for any Services not yet rendered by giving one week’s notice in writing or such other period as it considers reasonable under the circumstances.

15. **FORCE MAJEURE**

15.1 The Consultant shall not be liable to the Council under this Agreement to the extent that it is unable to perform its obligations by reason of Force Majeure, provided that the Consultant shall use all reasonable endeavours to minimise the effect of the Force Majeure and to resume performance of its obligations as soon as practicable.

15.2 The Consultant shall notify the Council as soon as reasonably practicable after becoming aware of an event of Force Majeure if it wishes to claim relief under Clause 15.1. The notice shall contain all relevant information relating to the event of Force Majeure including the nature and effect of the Force Majeure, the actions being taken (or to be taken) to minimise its effect and an estimated duration.

15.3 The Consultant shall take all steps necessary and consistent with good industry practice to minimise the effect of the Force Majeure on the provision of the Services.

15.4 Where Force Majeure has a material effect on the provision of the Services for longer than twenty Working Days, the Council may terminate the Agreement pursuant to Clause 14.1.5.
16. **COMPLIANCE WITH LEGISLATION**

16.1 In carrying out the Services, the Consultant shall comply with all applicable EU and UK legislation and subordinate legislation and shall ensure that all work is undertaken with reference to the relevant professional standards.

17. **ENTIRE AGREEMENT**

17.1 This Agreement sets out the entire agreement between the Parties with respect to the subject matter covered by it and there are no prior or contemporaneous agreements between the Parties with respect to it.

17.2 The Consultant acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or any undertaking not expressly set out herein.

18. **AGENCY**

18.1 The Consultant shall not be deemed to be an agent of the Council and shall not hold itself out as having authority or power to bind the Council in any way.

18.2 The Parties consider that those providing the Services are not agency workers by virtue of Regulations 3(2) of the Agency Worker Regulations 2011.

19. **VARIATIONS**

19.1 The Council reserves the right by notice to the Consultant to vary the Specification; any change to the Fees and/or times for completion of the Services arising as a consequence of such variation shall be fair and reasonable and agreed in writing between the Council and the Consultant. In the event of failure to reach agreement to the said variation, the matter shall be dealt with in accordance with the provisions of Clause 24.

20. **THIRD PARTY RIGHTS**

20.1 The Parties acknowledge that for the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is intended and agreed to be for the sole benefit of the Parties and is not intended to and does not create or confer any right or benefit enforceable by any third party.

21. **WAIVER**

21.1 The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all the terms and conditions of this Agreement.

22. **ASSIGNMENT AND SUBCONTRACTING**

22.1 The Consultant shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Council, which consent shall be at the absolute discretion of the Council.
23. **NOTICES**

23.1 Any notice to be served under this Agreement shall be delivered personally or sent by prepaid recorded delivery right to the address set out in the descriptions of the Parties contained in the Articles of Agreement (or at such other address as the Parties may notify each other of in writing from time to time).

Any such notice shall be deemed to have been served:

23.1.1 if served personally, at the time of delivery; or

23.1.2 if sent by recorded delivery post, two Working Days after posting.

24. **DISPUTE RESOLUTION**

24.1 Any dispute or difference between the Parties arising out of or connected with this Agreement or the performance of the Services shall be dealt with in accordance with the dispute resolution procedure set out in this Clause 24.

24.2 The Parties shall each be under a general obligation to use all reasonable endeavours to negotiate in good faith and to settle amicably any such dispute or difference.

24.3 **Stage 1 - Negotiation between the Parties**

Neither Party shall refer any dispute to Stage 2 unless they have first taken reasonable steps to notify and discuss the dispute with the other Party and to resolve it amicably. The reasonable steps to be taken shall include a meeting between the Council Officer and an authorised officer of the Consultant.

24.4 **Stage 2 – Internal Dispute Resolution**

Where a dispute has not been resolved at Stage 1, the Chief Executive in the case of the Council and the Managing Director in the case of the Consultant shall meet at the earliest practicable time to discuss and endeavour to settle the dispute.

24.5 **Stage 3 – Expert Determination**

24.5.1 If the dispute cannot be resolved at Stage 2, either Party may serve written notice on the other Party requiring the dispute to be referred to an expert.

24.5.2 Within five Working Days of the service of a notice of dispute, the Parties shall endeavour to agree upon the identity of the expert and if agreed the dispute shall be referred to such expert for determination.

24.5.3 If the Parties are unable to reach agreement upon an expert, then the expert shall on application by either party, be nominated by the President for the time being of the Law Society.
24.5.4 The terms of reference for the determination of the dispute shall be agreed by the Parties with the expert or in default of agreement, be determined by the expert.

24.5.5 The expert shall be deemed not to be an arbitrator but shall render her or his decision as an expert and the provision of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the expert or the determination or the procedure by which he or she reaches the determination. The expert shall be under a duty to act fairly and impartially but the expert shall not be bound by other rules and procedures and shall conduct her or his determination of the dispute as he or she thinks fit.

24.5.6 Unless and until the expert’s determination is affected by an order of the court, the decision of the expert shall be final and binding on the notices.

24.6 Stage 4 - Referral to the Courts

24.6.1 Nothing contained in Clause 24.5 shall prevent either Party at any time seeking any interim or interlocutory relief from the Court.

24.6.2 Notwithstanding the provisions of Clause 24.5, either Party may refer any matter to the Court for determination by commencing proceedings in the Court within thirty Working Days after receipt of the decision of the expert.

24.6.3 In any proceedings before the Court in respect of any dispute, the Court shall have full power to open up, vary, review and revise any dispute resolution or determination of the expert.

25. UNLAWFUL DISCRIMINATION AND EQUAL OPPORTUNITIES

25.1 In the provision of the Services the Consultant shall comply and shall ensure that its employees, agents and subcontractors comply with the best professional practice in relation to equal opportunities in particular (but not limited to) all relevant Legislation (including the Equality Act 2010) as well as statutory and other official guidance and codes of practice.

25.2 The Consultant acknowledges that the Council has a general duty under the Equality Act 2010 ("the Act") to have due regard to the need to eliminate unlawful discrimination and promote equality of opportunity in carrying out their functions. The Consultant shall be considered to have the same obligations as the Council under the Acts when providing the Services under this Agreement. The Consultant shall comply with the general duty under the Act and any Codes of Practice issued by the Equality and Human Rights Commission including (but not limited to) the Statutory Code of Practice on Racial Equality in Employment (2006). The Consultant shall be considered to be in breach of this Clause 25 in the event of any non-compliance with the Act and any Codes of Practice.
25.3 The Consultant shall adopt the Council's own equal opportunities policies and procedures (as the same may be adopted and amended from time to time as notified to the Consultant) to comply with the statutory requirements of the Act and accordingly shall not, when employing persons for the purpose of providing the Services, discriminate on the grounds of any of the protected characteristics as defined within the Act, namely; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, directly, indirectly or by victimisation.

25.4 The Consultant shall indemnify the Council in respect of any costs and legal expenses incurred in defending any action brought by the Equality and Human Rights Commission and/or any third party against the Council for non-compliance with the Act and/or any Codes of Practice as a result of the breach of this Clause 25 by the Consultant.

25.5 The Consultant shall inform the Council Officer as soon as becoming aware of any legal proceedings (whether civil or criminal) brought against the Consultant under the Act or any other relevant legislation or of any judgements, awards, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1974), or settlements arising therefrom, and shall provide the Council Officer with such further information and documentation as may be required in relation thereto.

26. INTELLECTUAL PROPERTY

26.1 The Consultant warrants to the Council that it has obtained all necessary assignments of all existing and future Intellectual Property Rights in the Works, and all materials embodying such rights, and a written irrevocable waiver of all the Consultant's statutory moral rights in the Works, to the fullest extent permissible by law.

26.2 The Consultant hereby assigns to the Council all existing and future Intellectual Property Rights in the Works and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, the Consultant holds legal title in such rights and inventions on trust for the Council.

26.3 The Consultant undertakes:

a) to notify to the Council in writing full details of all Works promptly on their creation;

b) to keep confidential the details of all Works;

c) whenever requested to do so by the Council and in any event on the termination of the Engagement, promptly to deliver to the Council all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;

d) not to register nor attempt to register any Intellectual Property Rights in the Works unless requested to do so by the Council; and
26.4 The Consultant warrants to the Council that:

a) it has not given and will not give permission to any third party to use any of the Works, nor any of the Intellectual Property Rights in the Works;

b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

c) the use of the Works or the Intellectual Property Rights in the Works by the Council will not infringe the rights of any third party.

26.5 The Consultant agrees to indemnify the Council and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Council, or for which the Council may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works supplied by the Consultant to the Council during the course of providing the Services.

26.6 The Consultant waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes the Consultant's moral rights.

26.7 The Consultant acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to the Consultant in respect of the performance of its obligations under this Clause.

26.8 The Consultant undertakes, at the expense of the Council, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Council, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Council and to defend the Council against claims that works embodying Intellectual Property Rights or inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.

27. PREVENTION OF CORRUPTION

27.1 The Council may terminate this Agreement and recover all its losses if the Consultant (or its personnel):

a) fails to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
b) engages in any activity, practice or conduct which would constitute an offence under, section 1, 2, and 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; or

c) engages in any activity, practice or conduct which would constitute an offence under Section 117 of the Local Government Act 1972 and any amendment thereto or any subsequent legislation.

28. GOVERNING LAW

28.1 This Agreement shall be governed by and interpreted in accordance with English law and the English Courts shall have jurisdiction with regard to all matters arising therefrom.
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SCHEDULE 1

Green Belt Review.

Contract Specification
1. **Introduction**

1.1 The Council wishes to engage a Consultant to undertake Green Belt review, which will further inform the new Local Plan Core Strategy (LPCS). The LPCS (2013-2028) is scheduled for examination in mid 2014 with a preliminary hearing scheduled for 9th April 2014.

1.2 The LPCS is the foundation of the Borough's Local Plan (LP). It sets out the overall ambitions and priorities for Runnymede Borough, and contains a set of strategic level policies to ensure that there is a mechanism in place to realise ambitions and priorities while considering the significant number of constraints within the borough.

1.3 The Local Plan Core Strategy (LPCS) housing strategy relies on new residential development being directed to areas within existing urban settlements, apart from the proposal for the development of a new community at the former DERA site at Longcross. This site, which is currently in the Green Belt, will provide a substantial element of the future housing requirements for Runnymede.

1.4 However, the LPCS recognises that there is a need for a contingency plan to address the difficulties raised if it proves impossible to identify a five year housing land supply from sites in the urban areas. Policy LP01 Strategy for the Location of Sustainable Development states that this contingency “would focus on the identified reserve sites to accommodate the additional housing required in a phased approach if minor shortfalls are identified. If a serious shortfall develops in the latter part of the Plan period, the Borough Council would undertake a borough wide Green Belt boundary survey during the period of the Plan to identify any site that could be of use in meeting any such shortfall”. The review the subject of this document would form the initial phase of this survey, looking at the existing Green Belt boundary to identify broad areas, which could potentially be removed from the Green Belt to provide locations for housing.

1.5 The Council considers that the provision in policy LP01 is appropriate to deal with any prospective shortcomings with the five year land supply. Nevertheless, the Council accepts that in the event that a Borough wide review of the Green Belt may become necessary it would be possible to prepare the contingency plan now. However, this would require some additional technical work to be carried out to inform such a review. This document details what is required from such a review.

2. **Policy Context**

2.1 The review should be carried out within the following policy context.

2.2 The National Planning Policy Framework (NPPF) requires that each local planning authority should ensure that the Local Plan is based on adequate, up-to-date and relevant evidence about the economic, social and environmental characteristics and prospects of the area. Local planning authorities should ensure that their assessment of and strategies for housing, employment and other uses are integrated, and that they take full account of relevant market and economic signals (NPPF, paragraph 158).
2.3 With regard to housing, local planning authorities should use their evidence base to ensure that their LPCS meets the full, objectively assessed needs for market and affordable housing in the housing market area, as far as is consistent with the policies set out in the Framework (NPPF, paragraph 47).

2.4 The submission version LPCS seeks to make provision for 3300 net additional dwellings in the Borough between 2013 and 2028. This is equivalent to an annual average of 220 dwellings. As part of the evidence base to support the Core Strategy the Council has carried out a Strategic Housing Land Availability Assessment to identify sufficient specific deliverable sites in the urban area.

2.5 The Government has committed to ensuring that members of the Gypsy, Traveller and Travelling Showmen communities have the same access to decent and appropriate accommodation as every other citizen, and that there are sufficient sites available to meet their needs.

2.6 ‘Planning policy for traveller sites’ (PPTS) was published by DCLG in March 2012. It requires local planning authorities to set pitch targets that address the likely permanent and transit site accommodation needs of Gypsies and Travellers in the area, working collaboratively with neighbouring local planning authorities.

2.7 The Council is currently carrying out a new local needs assessment, which will identify whether the level of need has changed since the North Surrey Gypsy and Traveller Accommodation Assessment (GTAA) was produced in 2007.

2.8 Policy SP03 of the submission LPCS (Gypsies, Travellers and Travelling Showpeople) commits to making provision for the needs of Gypsies, Travellers and Travelling Showpeople by ‘making additional provision over the Local Plan period to the levels identified in the Council’s Interim Strategy as informed by the North Surrey GTAA or in line with the findings of any subsequent needs assessment. The locations for any additional provision will be identified in a Gypsy and Traveller Sites DPD, which will be based on a criteria led approach, which prioritises the use of previously developed land in sustainable locations within urban areas. The Council will consider the development of sites for Gypsies, Travellers and Travelling Showpeople in the Green Belt in accordance with the NPPF and Planning Policy for Traveller Sites (or any subsequent national policies).’

2.9 The National Planning Policy Framework (NPPF) defines the five purposes of the Green Belt as:

- to check the unrestricted sprawl of large built-up areas;
- to prevent neighbouring towns merging into one another;
- to assist in safeguarding the countryside from encroachment;
- to preserve the setting and special character of historic towns; and
- to assist in urban regeneration, by encouraging the recycling of derelict and other urban land.
3. **Borough Context**

3.1 Approximately 80% of the borough is located in the Green Belt and as such, the submitted LPCS confirms that development over the plan period will be focused within the borough’s existing urban areas, and in particular in the main centres of Addlestone, Chertsey, Egham and Virginia Water. In addition, up to 1500 new residential units and 80,000sqm of commercial floorspace are forecasted to come forward at the former DERA site on the western side of the Borough over the plan period, following its removal from the Green Belt (on adoption of the plan).

3.2 The floodplain of the River Thames is fairly extensive on the eastern side of the borough, due to the flat, low lying nature of the land. Runnymede is a borough with over 5000 properties at risk in a 1% annual probability river flood. This makes the borough one of the highest risk areas in the Lower Thames region. Indeed, Runnymede has been identified as one of the top 10 local authority areas for flood risk in England.

3.3 In addition, well over half of the borough is located within the 5km zone of influence of the Thames Basin Heath Special Protection Area (TBHSPA), and a small part of the borough (on its western side) is also located within 400m of the TBHSPA boundary. No new residential development is normally permitted within 400m of the TBHSPA, and mitigation is required for new residential units proposed between 400m and 5km of the TBHSPA. This will continue to be a requirement during the plan period.

3.4 The Borough also contains a number of nationally and internationally important nature conservation sites including Special Areas of Conservation and Sites of Special Scientific Interest. The Borough also has a number of ancient woodland sites and open spaces.

4. **Methodology**

4.1 The Council expects the Green Belt boundary review to be carried out as an integral part of the LPCS. It has an agreed Project Plan for preparing the LPCS in the Local Development Scheme (LDS). The timing of the Green Belt boundary study will be managed to inform this process.

4.2 To have a defensible boundary that is able to endure until beyond the end of the Plan period, the Council should be able to demonstrate that it has considered all potential options and all potential areas as part of the review. A comprehensive approach to the study is therefore necessary to ensure the permanency of the Green Belt boundary.

4.3 This review will therefore test and identify broad locations with the potential for development, to provide the contingency in the event that it proves impossible to identify a five year housing land supply from sites in the urban areas. The modified LPCS will then identify these broad geographic locations to provide a strategic framework for future DPDs.

4.4 The LPCS directs development away from environmentally sensitive areas such as those identified in section 3 above. It is expected that these areas will be mapped and taken into account in the study.
5. **Project Requirements**

5.1 The successful consultant will be required to:

- develop a robust, transparent and credible methodology. There is no prescribed methodology for carrying out a Green Belt boundary review, so it is expected that the consultant would have reviewed best practice of Green Belt boundary reviews and other landscape and countryside studies to inform the preferred methodology. An understanding of the general character of the area will be helpful in designing the preferred methodology.

- define and map out absolute constraints to development such as environmentally designated sites to identify areas where development will not be allowed in any event.

- use a logical, consistent and defensible set of criteria to appraise all potential areas at a strategic level with a view to identifying areas that may have realistic potential to accommodate residential development. It is expected that the entire Green Belt will be appraised at a broad level with the purpose of the Green Belt and the policy requirements of the Core Strategy in mind. It is a requirement that the criteria for this assessment will be clearly stated.

- provide a comprehensive assessment of all potential areas. The contribution that each area makes to the purposes of the Green Belt should be highlighted.

- grade the potential sites for their suitability for residential development. The criteria for the grading should be clearly set out a clear and consistent analysis of how areas have been selected, scored and graded with a clear audit trail of all the relevant stages.

- recommend to the Council the most sustainable area(s) that should be allocated to deliver any required new homes. Furthermore, the consultants should recommend to the Council those sites that should be safeguarded to meet future housing land supply after 2028.

- provide detailed and specific assessments/analyses of each of the areas that are recommended for development with regard to their landscape, topography, biodiversity integrity, and their accessibility to key services and facilities by sustainable forms of transport.

- identify any site specific constraints and appropriate mitigation measures that might be necessary to facilitate development of the areas.

- provide the Council with a recommendation about where a defensible boundary of the Green Belt should be drawn, taking into account the areas that are being recommended for development. This should be capable of enduring until 2028.

- provide a reasoned justification for the recommendations.
- liaise with relevant officers of the Council and the County Council at key stages of the study as required
- include a full technical explanation of the methods employed, with any limitations noted, and clearly document all data sources to be used
- justify all assumptions, judgements and findings in an open and transparent manner
- use and report upon effective quality control mechanisms.

6. **Report format**

6.1 The Council requires a written report of the outcome of the Study that includes all necessary analysis, outputs and recommendations. The report should be concise and written in a style that is accessible and easy to understand and capable of reproduction in A4 format for ease of production, distribution and use as a reference document. It should include a non technical Executive Summary of the key findings. It will be published as evidence base to support the LPCS. In this regard, care should be taken to ensure that it does not compromise commercial sensitivity and/or confidentiality.

6.2 In line with the timetable, on 31/08/2014 (unless a different date is agreed the Council and the appointed consultant at the inception meeting), the consultant will deliver 3 bound copies and one unbound copy of the completed study to the Council. An electronic copy of the study and all related data, including maps, should also be provided in both word (Microsoft office format up to 2010) and pdf formats.

6.3 The consultants will be required to make a presentation of the findings of the study to the LDF Working Group and other Members of the Council.

6.4 When payment is made as agreed with the consultant, the copyright of all elements of the study shall become the property of the client.

6.4 Any maps should be provided in ESRI shapefile format. Ordnance Survey (OS) base mapping for the purposes of the study can be provided, if required, by the Council as part of its Mapping Services Agreement with the OS. A contractor’s licence agreement must be signed in order to receive and use OS mapping. Any such OS mapping must be used only for the purposes of the study and be destroyed or returned to the Council on completion of the work.

6.5 All data used in the study will be expected to be made available to the Council as well as that presented in the final report.

7. **Progress and Meetings**

7.1 In addition to the project inception meeting, the project will also be subject to regular progress reporting throughout its duration. This will generally be via telephone or email, although it is expected that one progress meeting will be required during the course of the project, and the consultants should prepare their quotes on this basis. The date of the progress meeting will be decided at the project inception meeting.
Appendix 2:

Planning on the Doorstep: The Big Issues – Green Belt

Green Belt continues to be a huge issue for councils and communities across the country; an issue that councillors face regularly on the doorsteps of their electorate. This advice note looks at the reality of plan-making and the Green Belt, how planning process works with Green Belt issues and the potential inclusion in development plans.

Updated February 2015
Introduction
There is a tendency to see all open or green field land and particularly that on the edge of towns as Green Belt: it isn’t. Some also believe the Green Belt and its ‘inviolability’ as a matter of law: it isn’t.

Only about 13% of the land area of England is actually designated as Green Belt, and there are some quite strict purposes for land to be designated as such. Many people think that Green Belt designation is designed as a means of preventing development taking place, or of directing development away from one location towards another.

There is generally a presumption in favour of development in planning. The onus is placed on the local planning authority to provide sound planning reasons why a planning application should be refused permission. In areas designated as Green Belt, the presumption is reversed and the onus is on the developer to demonstrate (with very special circumstances) why permission should be granted. This difference makes Green Belt an exceedingly restrictive policy.

With the restrictions that Green Belt brings, local planning authorities with Green Belt in their areas and with Local Plans to prepare, have to make provision for needed development within a very sensitive context.

PAS has also produced a paper on legal cases concerning green belt.

Green Belt in current practice

The basic concept of Green Belt was established back in 1902 by Ebenezer Howard in Garden Cities of Tomorrow. From the first guidance in 1955 to its current expression in the National Planning Policy Framework (NPPF) (March 2012), and the Planning Policy Guidance (PPG) there have been ‘purposes’ for which Green Belt has been able to be designated and used, and land can only be included in Green Belt to achieve these purposes.

The five purposes of Green Belt in the NPPF are:

• to check the unrestricted sprawl of large built up areas
• to prevent neighbouring towns from merging into one another
• to assist in safeguarding the countryside from encroachment
• to preserve the setting and special character of historic towns
• to assist in urban regeneration by encouraging the recycling of derelict and other urban land.
There are perfectly reasonable planning objectives that are not addressed in the five purposes. Whilst the landscape around a town may be of high value, for instance, and may benefit from the restriction on development afforded by Green Belt policy, the conservation of that quality cannot be a reason to designate the area as Green Belt. The strict application of the Green Belt purposes would also mean, therefore, that the quality of the landscape of an area should not be a consideration when assessing the contribution of Green Belt to the fulfilment of Green Belt purposes. This could be a planning consideration in its own right when seeking a suitable location for development.

Green Belt is established by policy, through development plans prepared in the context of national planning policy. It is not established by legislation though often misconstrued as a legal designation, and is different in this respect from National Parks or Area of Outstanding Natural Beauty.

The Green Belt debate

The positive case

The use of Green Belt has prevented ‘ribbon’ or ‘strip’ development whereby a continuous but shallow band of development forms along the main roads between towns. The strongly held view that settlements should be maintained as distinct and separate places, has been served by Green Belt designation of the intervening land (or in some cases by the application of quasi Green Belt policies). Given that a lot of land designated as Green Belt is on the immediate fringe of significant urban areas, it is a positive reflection on Green Belt policy that it has helped to retain this land as open and hence as a valuable resource. The urban fringe is the nearest opportunity for outdoor recreation for large numbers of people in urban areas, if the land is publicly accessible. Land in these locations will be increasingly valuable for food and energy production in future. Such land should not just be kept open, but should be positively managed, through such initiatives as multi-functional community forests.
The negative case
It might seem odd, for instance, as the designation of Green Belt implies, that at some entirely arbitrary point in the evolution of a town, it should not grow any more. Even without any claim that the town was has reached its ‘right size’ (something rather difficult to justify) it must be the case that places cannot meet modern needs and expectations yet remain unchanged. It would seem to be at odds with the basic concept of sustainability that future generations be precluded by policy now from using the available resources to meet their needs as they occur in their time. Most Green Belt was established in the 1950s and has not been objectively reviewed since. For planning, a practical consequence of the Green Belt and the emotions that it evokes may be that rational decisions about where development should go based on a balanced judgement of planning issues, are inhibited. The mantra is often: There can be no change to the Green Belt – look somewhere else. However the need to meet housing need means that Green Belts should not be preserved without a rational review of their purpose set against the need for change.

The big issue
The most immediate issue for the Green Belt is the maintenance of the purposes of the Green Belt set against the under-provision of housing across many parts of the country, where the capacity to accommodate sustainable development in urban areas is often insufficient to meet the housing requirement.

National planning policy makes provision for changes to be made to the Green Belt. Critically, changes to the Green Belt are made through the local plan. In order to make a change to the Green Belt boundary in the local plan there have to be ‘exceptional circumstances’ (NPPF para 83). Housing (or employment land need) can be an exceptional circumstance to justify a review of your Green Belt boundary.

This principle has been recently set out beyond any doubt by the Hunston High Court judgment in St Albans. This section of the judgement is worth quoting:

‘Having identified the full objectively assessed needs figure the decision maker must then consider the impact of the other policies set out in the NPPF. The Green Belt policy is not an outright prohibition on development in the Green Belt. Rather it is a prohibition on inappropriate development in the absence of very special circumstances. It is entirely circular to argue that there are no very special circumstances based on objectively assessed but unfulfilled need that can justify development in the Green Belt by reference to a figure that has been arrived at under a revoked policy which was arrived at taking account of the need to avoid development in the Green Belt.’

Planning Policy Guidance
The Guidance was changed in October 2014 to address how the presence of Green Belt is taken into account in addressing the policy requirement that ‘local planning authorities should, through their local plans, meet objectively addressed needs unless any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in the Framework taken as whole, or specific policies in the Framework indicate development should be restricted’. The Guidance notes that Green Belt is identified in the NPPF as such a policy.
It goes on to say that ‘once the need has been assessed, the local planning authority should prepare a Strategic Housing Land Availability Assessment to establish realistic assumptions about the availability, suitability and the likely economic viability of land to meet the identified need for housing over the plan period, and in doing so take account of any constraints such as Green belt, which indicate that development should be restricted and which may restrain the ability of an authority to meet its need’.

These statements are part of the PPG and guidance cannot change policy which is what should prevail. So the policy on this has not changed though the PPG; the guidance explains the policy. The additions to the Guidance have been accompanied by various Ministerial statements and considerable press coverage, and it is perhaps this that has to lead some authorities with extensive areas of Green Belt to pause and to reconsider where they are going with their local plans. The thrust of Ministerial statements as reported in the press has led to some local planning authorities considering that the constraint created by Green Belt may be a reason for the housing needs to not be met.

The PPG has not changed the approach to reviewing and changing Green Belt through the preparation (or revisions) of a local plan where there are ‘exceptional circumstances’. It is still not the case that a local planning authority can expect to be able to ignore its housing needs by saying it has Green Belt, and a proper look at how the Green Belt performs against the purposes of including land in the Green Belt is clearly required.

In the Inspector’s interim report into the Cheshire East local plan, concern was raised with the plan’s use of Green Belt land for development when there is non Green Belt land that might have been used. The Inspector appears to be suggesting some form of sequential approach whereby Green Belt land is used only after other sources have been exploited, though there is no explicit basis for such an approach in national policy. The complexity is that very many issues have to be taken into account in setting out a development strategy in a plan, within the overall context of the statutory requirement for plan makers of seeking more sustainable development.

In the 6 November 2014 report the Inspector says, ‘It therefore seems to me that these are significant flaws in both the process and evidence relating to the release of land from Green Belt, particularly given the recent clarification of national guidance on the significance of the Green Belt’. The comment appears to suggest that with bar raised politically at least, the onus on the Council to explain and justify its position in relation to the Green Belt is that much greater at present.

A further change was made in the PPG in October 2014 in the way that Green Belt is referred to. Section (ID-3-034-20141006) was in the Guidance from its first formal publication and says, ‘Unmet housing need (including for traveller sites) is unlikely to outweigh the harm to the green belt and other harm to constitute the ‘very special circumstances’ justifying inappropriate development on a site within the Green belt’. Again some people have taken comfort in this statement, though the interesting amendment that was made to the PPG in October 2014 was to change the title above this paragraph from ‘Can unmet need for housing outweigh Green Belt protection?’, with the addition at the beginning of the question of the words, ‘In decision taking’ (Paragraph: 034 Reference ID: 3-034-20141006). This addition explicitly distinguishes application and decision taking, where development in Green belt is very rarely allowed particularly in recovered decisions (decisions taken by the Secretary of State), from the process of plan making where it is quite clearly the national
policy position that it is for local planning authorities to take a view on whether the Green Belt needs to be changed to address the development needs of the community for the plan period.

**Duty to Cooperate**

The current arrangements for strategic planning through local plans established by the Duty to Cooperate in the Localism Act 2011 and the soundness tests in the NPPF are relevant to the consideration of Green Belt.

The level of housing which a local plan needs to provide for is determined in part by whether there is an ‘unmet requirement’ from a neighbouring authority (NPPF para. 182). More generally it is said that, ‘Local planning authorities should work collaboratively with other bodies to ensure that strategic priorities across local boundaries are properly coordinated and clearly reflected in individual Local Plans’ (NPPF, para. 179). Green Belt is a strategic policy and hence a strategic issue in the terms of the Duty to Cooperate, and so areas of Green Belt should be assessed by local authorities collectively. Significantly Green Belt surrounding an urban area may fall into different administrative areas. Does a neighbouring authority’s non-Green Belt land prevail over local Green Belt? In the absence of Regional strategies (which were a means of addressing and making decisions about these issues), some authorities are working together to resolve such matters.

**Green Belt reviews**

This term is used in reference to looking to see whether a change will be needed to the Green Belt; and in some cases to the actual revision of Green Belt boundaries. Any review of Green Belt boundaries should involve an assessment of how the land still contributes to the five purposes noted earlier, and take place via the local plan process.

Below we look at some ways that the five purposes might each be used in assessing the contribution of land to the Green Belt when undertaking a Green Belt review. Some of these purposes will be more relevant, or important, than others on the choices to be made.

**Purpose: to check the unrestricted sprawl of large built up areas**

The terminology of ‘sprawl’ comes from the 1930s when Green Belt was conceived. Has this term changed in meaning since then? For example, is development that is planned positively through a local plan, and well designed with good masterplanning, sprawl?

**Purpose: to prevent neighbouring towns from merging into one another**

Green Belt is frequently said to maintain the separation of small settlements near to towns, but this is not strictly what the purpose says. This will be different for each case. A ‘scale rule’ approach should be avoided. The identity of a settlement is not really determined just by the distance to another settlement; the character of the place and of the land in between must be taken into account. Landscape character assessment is a useful analytical tool for use in undertaking this type of assessment.

**Purpose: to assist in safeguarding the countryside from encroachment**

Presumably all Green Belt does this, making the purpose difficult to use to distinguish the contribution of different areas. The most useful approach is to look at the difference between urban fringe – land under the influence of the urban area - and open countryside, and to favour the latter in determining which land to try and keep open, taking into account the types of edges and boundaries that can be achieved.
**Purpose: to preserve the setting and special character of historic towns**
This purpose is generally accepted as relating to very few settlements in practice. In most towns there already are more recent developments between the historic core, and the countryside between the edge of the town.

**Purpose: to assist in urban regeneration by encouraging the recycling of derelict and other urban land**
With this one, it must be the case that the amount of land within urban areas that could be developed will already have been factored in before identifying Green Belt land. If Green Belt achieves this purpose, then all Green Belt does so to the same extent and hence the value of various land parcels is unlikely to be distinguished by the application of this purpose.

On this basis the types of areas of land that might seem to make a relatively limited contribution to the overall Green Belt, or which might be considered for development through a review of the Green Belt according to the five Green Belt purposes, would be where:

- it would effectively be ‘infill’, with the land partially enclosed by development
- the development would be well contained by the landscape eg- with rising land
- there would be little harm to the qualities that contributed to the distinct identity of separate settlements in reality
- a strong boundary could be created with a clear distinction between ‘town’ and ‘country’.

The purpose of a review is for the identification of the most appropriate land to be used for development, through the local plan. Always being mindful of all of the other planning matters to be taken into account and most importantly, as part of an overall spatial strategy.

Sustainable development needs to be considered here. It is a matter of law that, ‘any person or body engaged in the preparation of Local Development Documents must exercise the function with the objective of contributing to the achievement of sustainable development’ (2004 Planning Act). Similarly reporting on the environmental implications of reasonable alternatives is a statutory requirement of plan making, and Green Belt is not an environmental matter.

Sometimes, based on what is now understood about accessibility, trip lengths, and the use of appropriate travel modes for instance, the most sustainable locations for development may well be in Green Belts. The only relevant statement in National policy on the relationship between sustainable development and Green Belts is, ‘when drawing up or reviewing Green Belt boundaries, local planning authorities should take account of the need to promote sustainable development’ (NPPF para. 84).

This leads to the view that to justify the use of land in the Green Belt for development through the local plan, an assessment needs to take account of sustainability issues - such as accessibility and environmental assets - and an assessment against Green Belt purposes to be combined with a comprehensive assessment according to other issues. A common interpretation of the policy position, though not one expounded in the NPPF or the Planning Practice Guidance is that where necessitated by the development requirement, plans should identify for development of the most sustainable locations, unless outweighed by effect on
the overall integrity of the Green Belt according to an assessment of the whole of the Green Belt according to the five purposes.

**Safeguarded land**

There is a particular feature of Green Belt policy that arises from the combination of the wish for permanence, and yet the inevitability of having to find land for development through development plans. This is the idea enshrined in policy, that changing Green Belt boundaries should only be necessary once in the plan period. The land taken out of the Green Belt under this policy provision but not to be used for development in this plan period is ‘safeguarded land’, protected from development proposals arising in the meantime by policies with similar force to Green Belt.

These principles are in the NPPF (para 85): local planning authorities
- should ‘satisfy themselves that Green Belt boundaries will not need to be altered at the end of the development plan period’
- ‘where necessary identify in their plans areas of ‘safeguarded land’ between the urban area and the Green Belt, in order to meet longer term development needs strategy well beyond the plan period’.

Identifying safeguarded land is another requirement of a Green Belt review therefore. One challenge for authorities is that there is no guidance on how they are to interpret the policy, nor (to date) any consistent pattern discernible from local plan examinations. In some cases local authorities seek to identify safeguarded land in Green Belt changes over and above the calculated development requirement for the plan period, but there are certainly cases where the issue is effectively ignored by the planning authority and examining inspectors alike.

**Summary**

Discussions about Green Belt are often controversial and challenging. We recommend local authorities try to reduce the challenge by:
- giving clear and correct information about Green Belt to remove misunderstanding
- making the consideration of Green Belt in the context of proper planning for sustainable development for the whole community
- trying to avoid allowing Green Belt to establish a special, mythical status – through setting it alongside the use of agricultural land, increasing risk of flooding and effect on valuable landscapes in deciding where development is to be provided
- to get informed debate from communities on the issue and for councillors to show strong leadership.

*This PAS publication was researched and written by Peter Brett.*