

Report to **South Downs National Park Authority**  
Date **16 October 2025**  
By **Head of Governance and Monitoring Officer**  
Title of Report **Amendment to Standing Orders - Delegation of Authority to Enter into Conservation Covenant Agreements**

**Decision**

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**Recommendation:** **The Authority is recommended to amend the Authority's Standing Orders for Regulation of Authority Proceedings and Business as set out in paragraph 3.5 to delegate authority to the Director of Planning, in consultation with the Director of Landscape and Strategy, to enter into Conservation Covenant Agreements for the South Downs National Park Authority.**

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**1. Introduction**

- 1.1 This report sets out proposed amendments to the Authority's Standing Orders (SOs) to delegate authority to enter into Conservation Covenant Agreements (CCAs) for the South Downs National Park Authority (SDNPA).
- 1.2 As agreed by the SDNPA on 12 December 2023 the Authority applied to Defra to be designated as a Responsible Body for CCAs, pursuant to part 7 of the Environment Act 2021, as an important additional tool to support nature recovery in the South Downs National Park. On 18 July 2025 the SDNPA was designated as a responsible body.
- 1.3 It is recommended that authority be delegated to the Director of Planning, in consultation with the Director of Landscape and Strategy, to enter into CCAs for the SDNPA.

**2. Background**

- 2.1 CCAs are a provision within the Environment Act 2021 to enter into a private, voluntary but legally binding agreement to conserve the natural or heritage features of the land. This can include buildings on the land.
- 2.2 A CCA must both:
- be for the public good
  - have a conservation purpose
- 2.3 The public good means that the conservation actions agreed upon in the covenant must be motivated by a desire to benefit the public in some way. By way of example, you could

conserve land as a place of archaeological, architectural, artistic, cultural or historic interest that the public can enjoy.

- 2.4 Conservation can be for land or the setting of the land. The land does not need to have an existing statutory designation to be subject to a CCA.
- 2.5 A CCA must aim to conserve either the:
- natural environment or the natural resources of the land (or the setting of such land); or
  - land as a place of archaeological, architectural, artistic, cultural or historic interest (or the setting of such land).
- 2.6 A CCA can be used to suit individual circumstances. For example, you can use it to:
- secure income and funding for conservation activities
  - make sure that conservation commitments on the land are passed on to future landowners.
- 2.7 Defra guidance confirms that public access does not need to be a feature of a CCA.
- 2.8 A CCA must be between a landowner who holds freehold title of the land or a leaseholder (if you're a leaseholder, you must have a lease of more than 7 years with time remaining on it and you must have the consent of the landholder) and a responsible body.
- 2.9 A responsible body can be a local authority, a public body or charity, where at least some of its main purposes or functions relate to conservation, or in any other case (e.g. private sector organisation) where at least some of the body's main activities relate to conservation.
- 2.10 There is a requirement on any responsible body to complete annual returns by 31 March each year, covering the CCAs that body holds.
- 2.11 The addition of CCAs to the toolkit available to the SDNPA enables the creation of long-term, binding agreements with landowners to deliver conservation outcomes. These agreements operate outside the statutory planning process and do not rely on the SDNPA's role as the local planning authority.

### **3. Issues for consideration**

- 3.1 There is currently no delegation in place for the Authority to enter into CCAs, meaning that any CCA the SDNPA proposed to enter into would need to come to a meeting of the Authority for approval.
- 3.2 CCAs are similar to section 106 (of the Town and Country Planning Act 1990) agreements, which the SDNPA may enter into in its role as the local planning authority, in that they secure land for a specific purpose and for a specific period. The SDNPA would also monitor and enforce any breach of the agreement, again, in a similar manner to a section 106 agreement. The Authority will usually seek to recover its costs related to entering into, monitoring, and enforcing a CCA, however, there may be occasion when a scheme is supported by philanthropy which delivers exceptional outcomes for nature and/or people where the Authority may consider not seeking to recover its costs. Each CCA would be assessed on its own merits.
- 3.3 As has been identified through the delivery of the SDNPA's Nature Based Solutions work, there are many landowners who desire to work closer with the Authority on projects where land may be secured through a CCA in order to deliver the aims of the CCA, such as high-quality recovery and enhancement of nature and the landscape. The Authority may support in areas such as the production of habitat management plans or the on the ground delivery of such projects.

3.4 Given the roles the Authority may play in securing, monitoring, supporting the delivery of, and enforcing CCAs it is proposed that authority to enter into CCAs be delegated to the Director of Planning, in consultation with the Director of Landscape and Strategy. This will ensure that Authority resources that may be committed from both the Planning and Countryside and Policy Management directorates are considered as part of the decision-making process before entering into any agreement.

3.5 The proposed addition to SOs is:

- Appendix 7, General Delegation of Authority to the Chief Executive and Directors, Section 5 – Delegation of functions to the Director of Planning.

“The Director of Planning may, in consultation with the Director of Landscape and Strategy, enter into Conservation Covenant Agreements for the SDNPA.”

**4. Options & cost implications**

4.1 The creation of CCAs would have cost implications in the preparation of any agreement and in the ongoing monitoring, enforcement and reporting. There would also be further costs were the Authority to work closer with a landowner to support them in delivering the aims of the CCA. Where the Authority seeks to recover its costs in relation to all aspects of a CCA the cost implications to the Authority are considered to be minimal. Where a CCA is supported by philanthropy and delivers exceptional outcomes the Authority may consider not seeking to recover its costs, in a such a case careful consideration will be given to how the Authority will meet its obligations under the CCA.

4.2 The Authority has good and well-established practices in place in relation to similar legal agreements and is experienced in preparing, monitoring and enforcing such agreements in its role as the local planning authority.

4.3 Members could choose not to agree the proposed delegation. However, this would mean any CCA the Authority proposed to enter into would need to come to a meeting of the Authority for approval. This delegation is proposed both with the effective functioning of Authority in mind and the practicalities of the CCA process with the Authority only meeting four times per year which may lead to delays in entering into these agreements with landowners. The delegation is also considered to be in line with the Authority’s long-standing delegations in relation to section 106 agreements.

**5. Next steps**

5.1 Should the Authority approve the recommendation the amended SOs will be communicated to the relevant officers and published on the Authority’s website.

**6. Other implications**

Implication	Yes*/No
Will further decisions be required by another committee/full authority?	No
Does the proposal raise any Resource implications?	Cost implications are covered in paragraph 4.1 of the report.

Implication	Yes*/No
	Appropriate delegations ensure the efficient and effective transacting of the Authority's business. Should the recommendations not be agreed there could be impacts on the workload of the Authority and associated impacts on the workload of officers required to bring additional reports before the Authority resulting in delays to the entering into of any CCA.
How does the proposal represent Value for Money?	The Value for Money of entering into any CCA would be assessed at such time as the Authority may be considering entering into one.
Which PMP Outcomes/ Corporate Plan objectives does this deliver against	PMP Outcome 1: Landscape and Natural Beauty PMP Outcome 2: Increasing Resilience PMP Outcome 3: Habitats and Species Corporate Plan High Level Target: Nature Recovery
Links to other projects or partner organisations	None
How does this decision contribute to the Authority's climate change objectives	Given the conservation purpose of CCAs, projects and initiatives on land secured through them will often contribute to the Authority's climate change objectives.
Are there any Social Value implications arising from the proposal?	No
Have you taken regard of the South Downs National Park Authority's equality duty as contained within the Equality Act 2010?	There are no direct implications arising from this decision. The Authority's equality duty would be considered as part of the process of entering into any agreement.
Are there any Human Rights implications arising from the proposal?	No
Are there any Crime & Disorder implications arising from the proposal?	No
Are there any Health & Safety implications arising from the proposal?	No
Are there any Data Protection implications?	No

**7. Risks Associated with the Proposed Decision**

- 7.1 Risks in relation to CCAs are similar to risks the Authority already manages in its other Nature Based Solutions work which vary depending on a number of different matters including the size of the area being secured through the agreement, the length of the agreement, and any additional services the Authority may be delivering as part of the agreement. Resource implications seek to be mitigated through recovering the Authority's costs in relation to CCAs as set out in paragraph 4.1, including costs arising from the Authority's long-term obligations to monitor and enforce.
- 7.2 The Authority's ability to effectively mitigate these risks is enhanced through its experience in preparing, monitoring and enforcing similar legal agreements in its role as the local planning authority and through its Nature Based Solutions work.

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Appendices	None
SDNPA Consultees	Chief Executive; Director of Landscape and Strategy; Director of Planning; Director of Growth and Organisational Development; Chief Finance Officer; Legal Services; Head of Finance and Corporate Services.
External Consultees	None
Background Documents	<a href="#">Authority Standing Orders</a> <a href="#">NPA Report – 12 December 2023</a>

