



DRAFT PORTFOLIO HOLDER DECISION NOTICE

PROPOSED INDIVIDUAL DECISION BY THE PORTFOLIO HOLDER FOR PLANNING AND TRANSPORT

TOPIC - Service Level Agreement with Hampshire Biodiversity Information Centre for two years from 1 April 2012 to 31 March 2014

PROCEDURAL INFORMATION

The Access to Information Procedure Rules – Part 4, Section 22 of the Council's Constitution provides for a decision to be made by an individual member of Cabinet.

In accordance with the Procedure Rules, the Corporate Director (Governance), the Chief Executive and the Head of Finance are consulted together with Chairman and Vice Chairman of The Overview and Scrutiny Committee and any other relevant overview and scrutiny committee. In addition, all Members are notified.

If five or more Members from those informed so request, the Leader may require the matter to be referred to Cabinet for determination.

If you wish to make representation on this proposed Decision please contact the relevant Portfolio Holder and the following Committee Administrator by 5.00pm on Friday 28 September 2012.

Contact Officers:

Case Officer: Damian Offer, Tel: 01962 848419, Email: doffer@winchester.gov.uk

Committee Administrator: Nancy Graham, Tel: 01962 848 235, Email: ngraham@winchester.gov.uk

SUMMARY

This report seeks approval for the City Council to enter into a two year Service Level Agreement (SLA) with the Hampshire Biodiversity Information Centre (HBIC) commencing 1 April 2012. Under the terms of the SLA, HBIC will provide data and services which will support the Council in fulfilling its functions as Local Planning Authority (development control and strategic planning).

The fee for the service will be £8,900 for the financial year 2012/13 and up to £8,989 in 2013/14 (the fee will be subject to an inflationary increase of up to 1% under the terms of the SLA). This fee is to be paid from within existing budgetary provision within the Council's Planning (Environmental Improvement) Grants budget.

PROPOSED DECISION

1. That the Head of Landscape and Open Spaces be authorised to enter into a Service Level Agreement (SLA) with Hampshire Biodiversity Information Centre (HBIC) for the provision of ecological data and services for two years commencing 1 April 2012.
2. That Hampshire Biodiversity Information Centre (HBIC) be paid £8,900 per year (plus annual inflationary increment of up to 1%) from the Planning (Environmental Improvement) Grants budget for the services provided under the terms of the SLA.

REASON FOR THE PROPOSED DECISION AND OTHER ALTERNATIVE OPTIONS CONSIDERED AND REJECTED

1 Introduction

- 1.1 Winchester City Council is a partner to the Hampshire Biodiversity Information Centre (HBIC), which is the independent biological record centre for Hampshire and is hosted by Hampshire County Council. The Council previously committed to a three year Service Level Agreement with HBIC which ran until 31 March 2012. This previous SLA provided for the annual grant to be increased by the prevalent rate of inflation.
- 1.2 HBIC provides a single independent service for the collection, management and dissemination of biological data relating to Hampshire. HBIC provides ecological data to Local Authorities and their partners that are required for assessing and determining planning applications and hedgerow removal notices (e.g. European Protected Species, Sites of Importance for Nature Conservation (SINCs)). Under the terms of the SLA, HBIC implements an annual programme to re-survey existing and identify new SINCs.
- 1.3 HBIC also provides data and information in support of Strategic Planning and Community Strategy priorities for High Quality Environment. For example, HBIC provides data on the interest and distribution of SINCs, Biodiversity Opportunity Areas and natural greenspace, which support policies in the emerging Local Plan.
- 1.4 HBIC also maintains, collates and provides data for the production of Biodiversity Action Plans, supports and gives guidance to local biological recorders and recording groups. HBIC also seeks to encourage people to understand, appreciate and engage with the natural environment.

2 Proposed Service Level Agreement (annexed to this notice)

- 2.1 It is proposed that the Council enters into a two year Service Level Agreement with HBIC, to cover the period from 1 April 2012 until 31 March 2014. Under the terms of the SLA, HBIC will provide the Council with up to date biodiversity and geodiversity information. Access to such data will ensure that

the Council complies with the requirements of the National Planning Policy Framework and can discharge its commitments to sustainable development.

- 2.2 The Council will commit to pay HBIC the fee of £8,900 for provision of the service in 2012/13 and to pay an equivalent amount in 2013/14 (subject to a maximum inflationary increase of 1%).
- 2.3 The proposed SLA accords with the principles of safeguarding the District's High Quality Environment by providing accurate and up to date information on biodiversity, which informs the planning process. This will help ensure that biodiversity continues to be protected and enhanced and will assist in minimising the impact of development on the District's natural environment.

RESOURCE IMPLICATIONS:

1. The base budget for Planning (Environmental Improvement) Grants in 2012/13 is £39,640.
2. The total financial commitment of the Council under this SLA will be a maximum of £17,889:
 - a) The proposed fee of £8,900 for the SLA proposed in this report can be met from within the 2012/13 revenue budget for Planning (Environmental Improvement) Grants.
 - b) The proposed fees for 2013/14 will be a maximum of to £8,989, which can be met from within the proposed Planning (Environmental Improvement) Grants budget for that year.

CONSULTATION UNDERTAKEN ON THE PROPOSED DECISION

The proposal has been discussed with the Portfolio Holder for Planning and Transport.

The Head of Finance, the Head of Legal Services and the Head of Planning have been consulted on the PHD Notice.

FURTHER ALTERNATIVE OPTIONS CONSIDERED AND REJECTED FOLLOWING PUBLICATION OF THE DRAFT PORTFOLIO HOLDER DECISION NOTICE

n/a

DECLARATION OF INTERESTS BY THE DECISION MAKER OR A MEMBER OR OFFICER CONSULTED

n/a

DISPENSATION GRANTED BY THE STANDARDS COMMITTEE

n/a

Approved by: (signature)

Date of Decision:

Cllr Victoria Weston - Portfolio Holder for Planning and Transport

**THE HAMPSHIRE BIODIVERSITY INFORMATION CENTRE
SERVICE LEVEL AGREEMENT WITH
WINCHESTER CITY COUNCIL
1ST APRIL 2012 to 31ST MARCH 2014**



PURPOSE

This Service Level Agreement (“Agreement”) is intended to support Winchester City Council’s commitment to the Hampshire Biodiversity Information Centre by ensuring funding to the Centre in return for biodiversity data and services to support the above, and in accordance with the terms and conditions as set out in Part 1 of the Agreement.

Background to the Agreement

Local Planning Authorities, including National Park Authorities require up-to-date biodiversity and geodiversity information in order to fulfil their obligations to achieve sustainable development; inform local development plans & planning decisions; undertake EIAs; assess Hedgerow Removal Notices; and conserve and enhance biodiversity through local Biodiversity Action Plans, the designation of local wildlife and geological sites, and the management of their own land.

In particular, it is **implicit** in the **National Planning Policy Framework** that access to biodiversity data i.e. *data on the location, extent, distribution and condition of important habitats and species*¹ is a requirement in order to;

- ensure that planning should contribute to conserving and enhancing the natural environment (para 17; core principle); by minimising impacts on biodiversity and providing net gains in biodiversity wherever possible, contributing to the Government’s commitment to halt the overall decline in biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures (para 109)
- support the Local Green Space designation where “richness of wildlife” is a contributing factor (para 77)
- ensure that local planning authorities set out a strategic approach in their Local Plans, planning positively for the creation, protection, enhancement and management of networks of biodiversity and green infrastructure (para 114)
- ensure that planning policies should (para 117);
 - identify and map components of local ecological networks, including the hierarchy of international, national and locally designated sites of importance for biodiversity, wildlife corridors and stepping stones that connect them
 - promote the preservation, restoration and re-creation of priority habitats, ecological networks and the protection and recovery of priority species populations
 - prevent harm to geological conservation interests
- apply the principle that planning permission should be refused for development resulting in the loss of irreplaceable habitats, including ancient woodland and the loss of aged or

¹ Including, as a minimum, Priority habitats and species as defined under S41 of the NERC Act - see over
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veteran trees.....unless the need for, and benefits of, the development in that location clearly outweigh the loss..(para 118)

- identify land in the local plan where development would be inappropriate.....this would include land-use designations on a proposals map (para 157)

Under '**Using a proportionate evidence base**' para 165 of the NPPF states that "planning policies and decisions should be based on up-to-date information about the natural environment".....and "this should include "an assessment of existing and potential components of ecological networks"

In addition, the Natural Environment & Rural Communities Act 2006 Part 3 Section 40: Duty to Conserve Biodiversity states that: " Every public authority must, in exercising its functions, have regard, as far as is consistent with the proper exercise of those functions, to the purpose of conserving biodiversity"

Section 41 of the Act: Habitats and Species of Principal Importance in England - provides a list of flora, fauna and habitats considered by the Secretary of State to be of principal importance for conserving biodiversity.

The S41 list will be used to guide decision-makers such as public bodies, including local and regional authorities, in implementing their duty under section 40 of the Natural Environment and Rural Communities Act 2006 "to have regard" to the conservation of biodiversity in England, when carrying out their normal functions.

<http://www.naturalengland.org.uk/ourwork/conservation/biodiversity/protectandmanage/habitatsandspeciesimportance.aspx>

PART 1 : TERMS AND CONDITIONS

This is an agreement between Hampshire County Council, acting on behalf of the Hampshire Biodiversity Information Centre, and Winchester City Council together referred to as the "Parties " to this Agreement. The work of the Hampshire Biodiversity Information Centre (referred to as "HBIC") is guided by a Steering group comprising representatives from key funding partners (data users) and species recording groups (data suppliers).

TERM

1.1 The Hampshire Biodiversity Information Centre agrees to provide a biodiversity information service to Winchester City Council. The Agreement shall begin on 1st April 2012 and shall continue for 2 years to 31st March 2014 (the "Term"), unless terminated earlier in accordance with clause 1.23 or 1.24.

1.2 A review of the intent to renew this Agreement will take place during the second year of the Term.

STATUS OF AGREEMENT

1.3 This agreement is legally binding on both Parties.

DAYS/HOURS

1.4 The Hampshire Biodiversity Information Centre will undertake to provide up to **28** days of habitat survey work (to include write-up of survey) and up to **200** hours spent on the supply of data, services and products at the request of and on behalf of Winchester City Council for the period between 1st April and 31st March in each year of the Agreement.

TYPE OF WORK

1.5 The requirements of Winchester City Council are set out in the Service Specification in Part 2 of this Agreement. The Service Specification will be renegotiated by agreement between both Parties prior to the 1st April each year.

1.6 The Hampshire Biodiversity Information Centre agrees to carry out the work described in the Service Specification and will undertake essential maintenance and updating of the Centre's databases and relevant GIS datasets for the area covered by Winchester City Council as part of the Service Specification

FEE

1.8 Winchester City Council will pay in advance for each year invoiced in May of that year. The fee will be **£8,900** for 2012/13 and for year 2013/14 shall be increased by a percentage based on the percentage of any cost of living pay award made by Hampshire County Council up to a maximum of 1% for each year.

FURTHER WORK

1.9 Any further work requested by Winchester City Council beyond the agreed days and hours set out in clause 1.4 will be invoiced by the Hampshire Biodiversity Information Centre at the rate of £250 per day for the supply of additional field survey and £30/hour for data products for the period of the Agreement. Invoices will be presented when the work is completed and payable within 30 days of receipt. The Hampshire Biodiversity Information Centre will provide Winchester City Council with quotations on request for additional items of work. See also Clause 2.20 for individual items of work likely to take more than 3 days to complete.

VAT

1.10 All charges will be subject to Value Added Tax ("VAT")

REPORTING OF HOURS USED

1.11 The Hampshire Biodiversity Information Centre agrees to inform Winchester City Council in writing when 75% of its agreed days and hours have been used within the year and again when 100% have been used.

CONSULTATIONS

1.12 All requests to the Hampshire Biodiversity Information Centre by Winchester City Council for data and survey must be received by the Centre in writing, which may include email.

MONITORING

1.13 Winchester City Council shall be represented on the Users Advisory Group which shall meet twice a year to discuss the work programme.

1.14 Any other meetings considered necessary by Winchester City Council to discuss progress shall be arranged as and when required.

1.15 HBIC will keep a log of requests from and on behalf of Winchester City Council and will produce this twice a year for the Users Advisory Group meetings. The log will include a statement on the number and type of requests made by, and on behalf of, Winchester City Council. Prior approval for responding to requests from contractors working for Winchester City Council must be sought from Winchester City Council

1.16 HBIC will produce a formal report covering the year's work for submission to the Steering group and the Users Advisory Group at the end of each year of the Term.

SENSITIVE INFORMATION

1.17 All information specified as 'sensitive' by the Hampshire Biodiversity Information Centre will be treated as such by Winchester City Council and not passed to third parties except under the conditions specified in Part 3 of this Agreement or where permission from HBIC has been agreed in writing, or where Winchester City Council is required to disclose it by law.

INTELLECTUAL PROPERTY RIGHTS

1.18 The ownership of all Intellectual Property Rights in any material generated by HBIC and supplied under this agreement will be retained by Hampshire County Council on behalf of the funding partners, or the individual recorders or recording groups who have supplied data to HBIC unless agreed otherwise.

Winchester City Council agrees to hold any data supplied by HBIC strictly for internal use and the uses described in Part 3 of this Agreement. Copyright conditions will be attached at all times and data will be used in strict accordance with these copyright conditions, and Winchester City Council agrees not to supply copies of all, or any part of, the data to any third party, except under conditions specified in Part 3 of this Agreement, without the express written consent of the Hampshire Biodiversity Information Centre, or where required to do so by law.

QUALITY ASSURANCE

1.19 The Hampshire Biodiversity Information Centre shall operate a quality assurance system as set out at http://www3.hants.gov.uk/hbic-quality_assurance_policy.pdf and consistent with standards agreed between Winchester City Council and HBIC

REPRESENTATIONS AND COMPLAINTS

1.20 The Hampshire Biodiversity Information Centre shall operate a procedure for dealing with representations and complaints about the service as set out in Part 4 and shall take all reasonable steps to bring this to the attention of service users.

EQUAL OPPORTUNITIES

1.21 The parties agree that there shall be no discrimination by them against any person with respect to opportunity for employment or conditions of employment, or opportunity to utilise services offered because of gender, disability, age, marital status, religious creed, ethnicity, nationality or country of origin, sexual orientation, gender reassignment, responsibility for dependents or trade union activity.

HEALTH AND SAFETY

1.22 The Hampshire Biodiversity Information Centre shall have regard to and comply, as appropriate, with, the requirements of the Health and Safety at Work Act, 1974 and any other Acts, Regulations or Orders about health and safety.

TERMINATION

1.23 Winchester City Council may withdraw from this Agreement by giving a minimum of 6 months notice in writing and giving reasons for withdrawal. It will be liable to pay the full amount due until the end of the notice period

1.24 In the event of any disclosure by Winchester City Council or any person employed by it not in accordance with Part 3 of this Agreement, whether intentional or otherwise, the Hampshire Biodiversity Information Centre shall be entitled to terminate the Agreement forthwith by notice in writing. Where HBIC is in breach of the Agreement Winchester City Council may terminate the Agreement by giving seven days notice in writing. In either event the fee payable by Winchester City Council or refunded by HBIC will be calculated pro rata at the date of withdrawal.

1.25 In the event of any dispute between the parties that cannot be resolved by the HBIC Steering group (see Part 5) then the parties agree to refer the matter to the arbitration of a single independent Arbitrator to be mutually agreed by both parties, or in default of such agreement to be nominated by the President of the Chartered Institute of Arbitrators or a person appointed by him. Any award or decision of such Arbitrator shall be final and binding upon the parties hereto. The cost of such arbitration to follow the event, or in the event of neither party succeeding, to be apportioned between the Parties by the Arbitrator in such proportions as he/she in his/her absolute discretion thinks fit.

PART 2 : SERVICE SPECIFICATION**The provision of accurate, up-to-date biodiversity information to Winchester City Council****The Hampshire Biodiversity Information Centre will :**

2.1 Provide, on request, copies of original and/or interpreted (impartial) habitat and species data and other supportive material for specific sites within Winchester, for use by relevant officers within Winchester District Council, in making decisions and giving advice, including use in development control, preparation of local plan documents, land management plans, and the preparation/ implementation of a local Biodiversity Action Plan.

The species data provided will give the species name and location, date of record(s), recorder and any further relevant information. A 'notable species' GIS layer will be provided at regular intervals and at least once a year. See 2.7

An indication as to whether further survey is recommended for each site will be given.

2.2 Co-ordinate, plan and undertake habitat survey and re-survey to meet the needs of Winchester City Council. As part of this process HBIC will, with assistance from Winchester City Council, seek landowners' permission for surveys of SINC's for monitoring purposes, ~~including reporting on NI197 (or its equivalent).~~ For requests from Winchester City Council concerning development control, forward planning or land management then Winchester City Council is expected to obtain landowners' permission or use its statutory powers under Sections 324 and 325 of the Town & Country Planning Act 1990. See also 2.16 and 2.21

2.3 Evaluate habitat & species data for the identification and review of Sites of Importance for Nature Conservation (SINC's) in consultation with Winchester City Council and submit to the Hampshire SINC's Panel for approval. Maintain an up-to-date GIS layer covering SINC boundaries and provide to Winchester City Council on a regular basis as part of the evidence base for the Local Plan. See 2.7

2.4 Notify landowners in writing that their land has been identified as meeting the SINC criteria, or where there has been a significant change in the boundary of the land which meets the criteria.

2.5 Assess the weekly planning lists to highlight any development proposal which may affect a SINC or other habitat/species of conservation value and notify Winchester City Council's development control contact & SLA contact within the specified time.

2.6 Provide data to assist in the preparation of local plan documents; to highlight where proposed development might affect a SINC or other habitat/species of conservation value, to recommend where new surveys are required, and to contribute to the mapping of ecological networks and provision of green infrastructure

2.7 Maintain up-to-date GIS data covering other nature conservation designations, priority habitat and other land use data, surveyed site boundaries and notable species locations – as described below - and supply on a regular basis, and at least once a year.

- Sites of Importance for Nature Conservation
- UK Priority/Broad Habitats
- Notable Species Record locations
- Invasive Non-Native Species Record locations
- Biosites (polygons of sites surveyed to Phase 2/NVC Level)
- Notable Road Verges

Full metadata for each layer detailing attribute data can be viewed at: <http://www3.hants.gov.uk/biodiversity/hbic/hbic-informationheld/hbic-metadata.htm>

2.8 Survey and assess hedgerows potentially affected by Removal Notices under the Hedgerow(s) Regulations, and by other development proposals.

2.9 Supply detailed statistics on Priority habitats, species and designations within Winchester for the annual "Monitoring Change in Priority Habitats, Species & Designated Areas" Report as a contribution to the Annual Monitoring Report.

2.10 ~~Assist Winchester City Council in the measuring of the LA Performance Indicator N197; the management of local sites (SINCs), or its equivalent.~~

2.11 Service requests for data from local groups, the public and others on behalf of Winchester City Council about sites, habitats and species within their area.

2.12 Provide support to local volunteer recording groups and individuals who provide species data in support of all the above in Winchester .in order to improve the evidence base

2.13 Process, validate and manage all habitat and species data collected in Winchester in order to achieve the above.

2.14 Archive and provide a secure home for all original survey material collected in Winchester .

PERFORMANCE (HABITAT SURVEY)

2.15 With regard to Clause 2.2 above it is accepted that factors such as the difficulty of obtaining permission for access to land and the complexity of some sites, as well as other factors such as the weather, do not enable a performance criteria to be set, such as the numbers of sites or hectares which can be surveyed in a year.

2.16 The Service Level Agreement aims to deliver the number of survey days up to the limit specified in Clause 1.4. It is accepted that HBIC cannot guarantee to deliver all the days of survey time specified unless requests for surveys with full and proper information from Winchester City Council, as set out in Clause 2.21, are received by HBIC early on in the survey season, the majority by the end of May for each 12 month period. As set out in Clause 2.2 HBIC will also put forward a programme of SINC monitoring on behalf of Winchester City Council and will endeavour to obtain permission from SINC landowners for that purpose, with assistance from Winchester City Council where landownership information is known to them.

2.17 It is agreed that to make the most effective use of the field season (defined as April to September inclusive) that surveys will be written up in the autumn/winter period, to be

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delivered no later than the 31st March following the field season to which it relates. Requests for full write-ups within the field season will be resisted as far as possible and initial views or a summary report given. If a full write-up is to be given during the field season then HBIC reserves the right to either reduce the survey allocation of Winchester City Council by double the number of days it will take to complete the write-up. This is to deter organisations from using field survey days to do write-ups which deprives them & other partners of available survey days.

TIME LIMITS FOR DATA REQUESTS (excluding requests for new habitat survey)

2.18 Requests by Winchester City Council for information need to be responded to within agreed time limits to enable use of the data by Winchester City Council, and to meet deadlines.

2.19 Whilst the time limits specified in the Environmental Information Regulations 2004 will be adhered to at all times HBIC will endeavour to respond to standard data requests for site and species information to Winchester City Council within **5** working days of receipt of a request from Winchester City Council (unless otherwise specified by Winchester City Council) where HBIC hold the actual data or copies of the data. If HBIC need to seek out the data it will endeavour to respond within 10 working days. HBIC will also use its best endeavours to respond to urgent requests within the timescale required by Winchester City Council. For larger more complex requests a longer period will need to be agreed. See 2.20

2.20 A single request for data or GIS work should not normally exceed 3 working days to process. If it is likely that such a request will exceed this limit and cannot be accommodated within the number of hours remaining then a separate contract for supplying the work may be required and shall be confirmed in writing. HBIC's standard cost-recovery rate will normally apply unless outside expertise needs to be brought in, for example for specialist species surveys, where the fee may be higher.

RESPONSIBILITY OF WINCHESTER CITY COUNCIL

2.21 In order for HBIC to undertake work as set out in Clause 2.2 Winchester City Council will :

- Provide maps clearly indicating the sites they wish to be surveyed;
- Specify purpose and type of survey required
- Obtain permission from the landowners and pass details onto HBIC who will arrange survey dates & times with the landowners. HBIC will seek landowners' permission for surveys of SINC's for monitoring purposes only as set out in Clause 2.16; and
- Specify the date by which the site is to be surveyed and the date by which the survey information is required.

2.22 To enable HBIC to keep the SINC layer accurate and up-to-date it would be helpful if Winchester City Council could notify HBIC of any changes to a SINC which is affected by a planning decision involving loss of part or all of that SINC, or SINC's that have been lost/part-lost for other reasons.

2.23 It is a requirement from the species recording groups that the Notable Species GIS layer

is held locally within Winchester City Council's GIS system with access restricted to Winchester City Council's own ecologists, biodiversity officers, planning officers & land managers only.

2.24 It is expected that Winchester City Council will pass on copies of relevant biological data that it holds or receives from other sources to HBIC, subject to appropriate data agreements, for HBIC to add to the database and contribute towards a better understanding of Hampshire's flora and fauna for the benefit of all. Winchester City Council should also remind all consultants that it deals with who are members of the Institute of Ecology & Environmental Management (IEEM) that, under the IEEM Code of Conduct, they are expected to make their biological data available to local records centres.

PART 3 : PROVISION OF DATA TO THIRD PARTIES BY WINCHESTER CITY COUNCIL**Winchester City Council's normal business purposes**

3.1 Winchester City Council is permitted to use information supplied by HBIC in accordance with this Agreement for its normal business purposes. This includes publishing information in :

- Documents associated with the preparation of their Local Plan documents
- Other background documents which arise through the development of the Local Plan as appropriate
- Other non-statutory and supplementary planning guidance as appropriate
- Strategic Land Management Plans, and Management Plans for land controlled by Winchester City Council
- Biodiversity Action Plans & Strategies produced by Winchester City Council

3.2 The results of development control data searches from HBIC may be made available to the public on request. Information about the identity or whereabouts of legally protected species will be handled in accordance with legal requirements. Reports to the Planning Development Control Committee or Executive which are held in public should respect the sensitivity of certain species (as defined by the species recording groups & flagged by HBIC) and not to mention the species name, referring instead to the presence of a notable species, or the report itself should be treated as confidential and the public excluded if there are appropriate grounds to do so.

3.3 Winchester City Council should ensure that SINC boundaries are supplied to solicitors undertaking local searches on land in Winchester . Requests for supporting information should be transferred to HBIC (as set out in Clause 3.5)

3.4 Both parties agree that Winchester City Council's normal business purposes include releasing information to contractors working on specific projects for Winchester City Council. This does not include notable species data where consultants should always be re-directed to HBIC.

General data requests

3.5 Under the terms of this Agreement and in accordance with the Environmental Information Regulations 2004 HBIC will supply data requesters with information about sites, habitats and species within Winchester City Council's area where the relevant data is available.

Winchester City Council is therefore entitled to inform a data requester of the arrangements for accessing that data through HBIC under Regulation 6(1)(b) of the Environmental Information Regulations 2004.

Winchester City Council should then follow the guidance on transferring requests for environmental information given in Section VI of the Code of Practice on the discharge of public authorities' functions under the Environmental Information Regulations.

PART 4 : REPRESENTATION AND COMPLAINTS

4.1 Winchester City Council is represented on the Users Advisory Group which meets twice yearly. The Users Advisory Group is the forum to track the progress and performance of HBIC and its work programme and provide guidance as required.

4.2 Winchester City Council is also represented by officers on the HBIC Steering group which meets three times a year. The steering group sets the overall aims and priorities of the Centre and agrees, monitors and develops the Centre’s work programme.

4.3 Representations or complaints concerning individual cases should be made to the HBIC Manager in the first instance. The HBIC Manager will respond in writing within 21 days detailing the action to remedy/satisfy the complaint. If Winchester City Council is not satisfied with the response the facts should be reported to the chair of the Steering group and to Winchester City Council’s representative on the Steering group. The Steering group will then take action to remedy/satisfy the complaint and communicate this back to the complainant.

GOOD FAITH

4.4 The Parties mutually agree with one another that in all matters arising out of or concerning the performance or observance by them of the obligations on their part and the conditions contained in this agreement, they will act in a proper reasonable and diligent manner in accordance with the principles of good faith.

5.0 CONTACTS

5.1 The contact for the Hampshire Biodiversity Information Centre is: Nicky Court, Centre Manager

Direct Dial 01962 832322 Email: nicky.court@hants.gov.uk

5.2 The contact for Winchester City Council is : Damian Offer, Landscape and Open Spaces Team Manager

Direct Dial: 01962 848 419 Email: DOffer@winchester.gov.uk

Signed : _____ Date _____

On behalf of Winchester City Council

Signed : _____ Date _____

On behalf of the Hampshire Biodiversity Information Centre, acting by Hampshire County Council.