



# Ministry of Defence

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Ref. FOI 2016/04833

25 May 2016

Dear

Thank you for your email of 29 April 2016 requesting the following information:

*"1. Thank you for clarifying what was actually intended in 'your first response' dated 21 April. I am also unable to access the link you provided with NE - perhaps you could check the details please.*

*2. Whilst noting what you have said about any attempt to object to the designation of Tweseldown as a SSSI, may I draw your attention both to the authority that the site has had from before 1948 to run equestrian activities (and to undertake any works relating to such activities) and the demands expected of those operating on a SSSI site - these I have attached.*

*3. In the absence of any other excuse, it surely should have been common sense for the 'MOD' to have advised the SSSI authority of the permitted equestrian activities, the potential conflict and thus shown them the SSSI citation proposed was impractical? The question does have a practical basis since the MOD was receiving rent for the use of the Tweseldown equestrian facilities and, in any reasonable assessment, owed a duty of care to its tenant."*

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that some information in scope of your request is held

The information you have requested can be found below and attached at Annex A but some of the information falls entirely within the scope of the absolute exemptions provided for at sections 40 (Personal Data) of the FOIA and has been redacted.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 1998. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

Section 43 (2) is a qualified exemption and are subject to public interest testing which means that the information requested can only be withheld if the public interest in doing so outweighs the public interest in disclosure.

Section 43 (2) has been applied to some of the information because it contains details which are commercially sensitive which forms part of the contract. The balance of public interest was found to be in favour of withholding the information given that, overall, the public interest is best served in not releasing any commercially sensitive details and for these reasons I have set the level of prejudice against release of the exempted information at the higher level of "would" rather than "would be likely to".

In regard to part 1 of your question:

- Natural England's (NE) designated sites information system is at <https://designatedsites.naturalengland.org.uk/> Details of the Bourley and Long Valley Sites of Special Scientific Interest (SSSI) can be found by typing "Bourley" in the site name search box, and clicking "View Details" on the next page.
- The SSSI citation is at [http://www.sssi.naturalengland.org.uk/citation/citation\\_photo/1006761.pdf](http://www.sssi.naturalengland.org.uk/citation/citation_photo/1006761.pdf) - this gives the reasons for notification.
- The list of operations requiring NE's consent is at <http://www.sssi.naturalengland.org.uk/Special/sssi/old/OLD1006761.pdf>
- NE's views about management are at <http://www.sssi.naturalengland.org.uk/Special/sssi/vam/VAM%201006761.pdf>

In regard to parts 2 and 3 of your question under Section 16 (Advice and Assistance) it may be useful for you to note:

The Wildlife and Countryside Act 1981 (WACA) placed a statutory duty on NE (and its predecessors) to designate as SSSI any area of land that is of "special interest", and to notify owners and occupiers of the designation, and to publish details of the notification in local newspapers. The original print form of the WACA can be accessed at [http://www.legislation.gov.uk/ukpga/1981/69/pdfs/ukpga\\_19810069\\_en.pdf](http://www.legislation.gov.uk/ukpga/1981/69/pdfs/ukpga_19810069_en.pdf) and an extract of section 28 on the designation of SSSIs is particularly relevant.

The MOD's understanding is that case law has repeatedly confirmed that objections can only be made on scientific grounds (ie whether a site meets the published SSSI selection criteria), and any existing land uses and potential socio-economic impacts cannot be taken into account by NE (or its predecessors) in deciding whether to notify or confirm a SSSI.

Tweseldown Racecourse was included in the designation of the wider Bourley and Long Valley SSSI in 1993. MOD's administrative files are stringently managed and obsolete files are destroyed. The fact that no correspondence with Tweseldown Racecourse regarding the initial designation remains on file cannot be taken as evidence that formal correspondence and informal communications did not occur, and cannot be taken as evidence that MOD did not fulfil its legal duties as a landlord.

It is highly unlikely that English Nature (EN) were unaware of the equestrian activities at Tweseldown Racecourse at the point of designation, as EN representatives were members of the MOD's Bourley Conservation Group at the time and were familiar with the land and its land uses. EN were in regular liaison with the Defence Land Agents; and when EN undertook surveys of the land MOD owns around Aldershot to support the designation, including the racecourse, they would have approached the Tweseldown Racecourse management team to gain access to the land.

MOD is aware that Tweseldown Racecourse entered into management agreements with EN to achieve the joint land use objectives of equestrian activities and nature conservation. The earliest agreement that MOD has on file in the site dossier is a "Wildlife Enhancement Agreement under s15 of the Countryside Act 1968", covering the 3 year period 1 October 1996 to 30 September 1999, although there may have been an earlier agreement covering the 3 year period from designation in October 1996 through to end September 1999.

It is fair to assume that Tweseldown Racecourse holds copies of its correspondence and agreements with English Nature a copy of which is attached at Annex A.

Yours sincerely,

DIO Secretariat

If you are not satisfied with this response or you wish to complain about any aspect of the handling of your request, then you should contact me in the first instance. If informal resolution is not possible and you are still dissatisfied then you may apply for an independent internal review by contacting the Information Rights Compliance team, 2<sup>nd</sup> Floor, Zone N, MOD Main Building, Whitehall, SW1A 2HB (e-mail [CIO-FOI-IR@mod.uk](mailto:CIO-FOI-IR@mod.uk)). Please note that any request for an internal review must be made within 40 working days of the date on which the attempt to reach informal resolution has come to an end.

If you remain dissatisfied following an internal review, you may take your complaint to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not investigate your case until the MOD internal review process has been completed. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website, <http://www.ico.org.uk>.



**THAMES BASIN AND WEALDEN HEATHS  
WILDLIFE ENHANCEMENT SCHEME**

**WILDLIFE ENHANCEMENT AGREEMENT  
under S15 of the Countryside Act 1968**

The terms and conditions of this Agreement, as set out below, form a binding contract when signed by both parties and dated in the space provided.

**Parties**

1. This Agreement is made between

Name: Tweseldown Racecourse

Address:

the Occupier of the land described in Clause 2 and

**THE NATURE CONSERVANCY COUNCIL FOR ENGLAND (known as  
ENGLISH NATURE)**

Address:

**Description of  
the Land**

2. This Agreement relates to the land at

Name: Tweseldown Racecourse

County: Hampshire

Area: 35 hectares (86.4 acres) outlined in green on the attached Plan, being part  
of Bourley and Long Valley Site of Special Scientific Interest

**Start Date and  
Period of the  
Agreement**

3. Start Date: 1 October 1996

Period: 3 Years

End Date: 30 September 1999

**Occupier's  
Obligations**

4. During the period of this Agreement the Occupier will:
- (a) manage the land in accordance with the attached Management Policy and will not use the land or allow it to be used in a way that conflicts with the Management Objectives set out;
  - (b) keep a record of management carried out on the land by the completion of payment claim forms.
  - (c) subject to reasonable prior notice allow English Nature staff and other persons authorised by English Nature to visit the land on foot or by vehicle for research, scientific monitoring and management purposes using the access route coloured brown on the Plan;
  - (d) inform any person proposing to acquire the land or an interest therein of the existence of this Agreement and notify English Nature immediately of the relevant details of any contract or commitment made to sell or transfer a legal interest in the land.

**English  
Nature's  
Obligations**

5. During the period of the Agreement English Nature will:
- (a) pay the Occupier the annual management payments that appear and are agreed in the Schedule of Payments on 1 October in each year upon completion of a payment claim form.
  - (b) pay the Occupier for the cost of the capital works specified in the Schedule of Payments on completion of the works to the satisfaction of English Nature and upon completion of a payment claim form.
  - (c) ensure that English Nature staff and other persons authorised by English Nature when visiting the land provide means of identification upon request.

**Termination**

6. English Nature will terminate this Agreement before the end date shown above if:
- (a) the Occupier sells or otherwise transfers his legal interest in the land;
  - (b) the Occupier has broken any of the undertakings or conditions contained in this Agreement and the breach is one which cannot be or has not been remedied within a reasonable period of time to the satisfaction of English Nature;
  - (c) the Occupier enters into any other agreement or contract that secures the same or similar undertakings to those contained in this Agreement.

The Agreement will end three months from the date of written notice by English Nature to the Occupier setting out the reasons for the termination except in the case of (a) when the Agreement will end on the date of sale or transfer.

SIGNED FOR AND ON BEHALF OF TWESELDOWN RACECOURSE

.....  
in the presence of  
(signature of witness)

.....  
Name of Witness in capital letters

.....  
Date .....

SIGNED FOR AND ON BEHALF OF THE NATURE CONSERVANCY COUNCIL FOR ENGLAND  
BY

.....  
in the presence of  
(signature of witness)

.....  
Name of Witness in capital letters

.....  
Date

This Agreement is dated the            day of

**Payments on Termination**

7. If the Agreement is terminated:
- (a) no further annual management payments will be made;
  - (b) the Occupier may be required to repay to English Nature the residual value of any item or works specified in the Management Policy for which the Occupier has received payment if the termination is as a result of Clause 6(b) above.

**Withholding or Deferment of Payments**

8. Without prejudicing English Nature's rights of termination under Clause 6 English Nature may at their discretion defer or withhold any payments due if the Occupier fails to fulfil his obligations under this Agreement.

**Consultation**

9. The Plan and Management Policy will form a basis of regular consultation between the parties on the management of the land. At least one meeting every year will be held to review the operation of the Policy and consider future management.

**Consents**

10. In accordance with S28 of the Wildlife and Countryside Act, 1981 this Agreement gives consent to the operations outlined within the Management Policy attached. All other operations contained within the list of potentially damaging operations specified in the SSSI Notification dated 15 October 1993 will require the written consent of English Nature before being carried out.

**3. Capital Works**

The Occupier will carry out the capital works shown on the attached Schedule of Payments to achieve or enhance the management of the land.

A work plan will be agreed between the Occupier and English Nature showing the details of the capital works proposed.

**4. Schedule of Payments**

The Schedule of Payments attached shows the payments to be made under the agreement.

- (i) The annual management payment is related to the area of land in each tier. Land in each tier is identified on the Plan attached.

When land moves from Tier 1 to Tier 2 during the course of the Agreement, the Schedule of Payments and Plan will be updated as necessary and countersigned by both parties. The new annual management payment will take effect from the next annual management payment date.

- (ii) The capital works payments are related to the area/length/number of work carried out and the capital works payment menu.

When the type or amount of capital works changes or the capital works payment menu changes the Schedule of Payments will be updated as necessary and countersigned by both parties. Capital works payments are made on completion of the works to the satisfaction of English Nature.

**5. Payment Claim Form**

A separate payment claim form will need to be completed by the Occupier on each occasion a claim is made before English Nature will pay any annual management and capital works payments.

An example of a completed payment claim form is attached. The completed payment claim forms will form a record of the management carried out on the land during the term of the agreement.

SIGNED FOR AND ON BEHALF OF TWESELDOWN RACECOURSE

SIGNED FOR AND ON BEHALF OF THE NATURE CONSERVANCY COUNCIL FOR ENGLAND



**THAMES BASIN AND WEALDEN HEATHS  
WILDLIFE ENHANCEMENT SCHEME**

**MANAGEMENT POLICY:**

**BOURLEY AND LONG VALLEY SSSI (TWESELDOWN RACECOURSE)**

**1. Management Objectives**

- To increase the area of open heath by clearance of tree and scrub cover
- To restore a range of age classes of heather
- To increase the diversity of habitats

**2. Management Practice**

**Tier 1**

The Occupier will manage the land in Tier 1 as follows:

- Maintain an agreed proportion of open heath by routine scrub control. After initial scrub clearance cut scrub regrowth manually or mechanically and where necessary treat with herbicide.
- Carry out bracken cutting where necessary after initial bracken control.
- Maintain water levels on wet heath, mire or valley bog habitats.
- Every six months make a record of what management has been carried out on the land by completing a payment claim form.
- Allow access at all reasonable times to English Nature staff or Heathland Project Officers.

**Tier 2**

The Occupier will manage the land in Tier 2 as follows:

- Carry out all the elements of Tier 1 above.
- Graze the land with cattle/ponies/sheep at approximately 0.5 head per hectare for any period of weeks between April and September each year.
- Maintain all boundaries in a stockproof condition and keep all gates, stiles, cattle grids, water supplies, etc in good working order.
- Do not carry out any stock feeding or apply any farmyard manure, slurry, artificial fertiliser or lime

**THAMES BASIN AND WEALDEN HEATHS  
WILDLIFE ENHANCEMENT SCHEME**

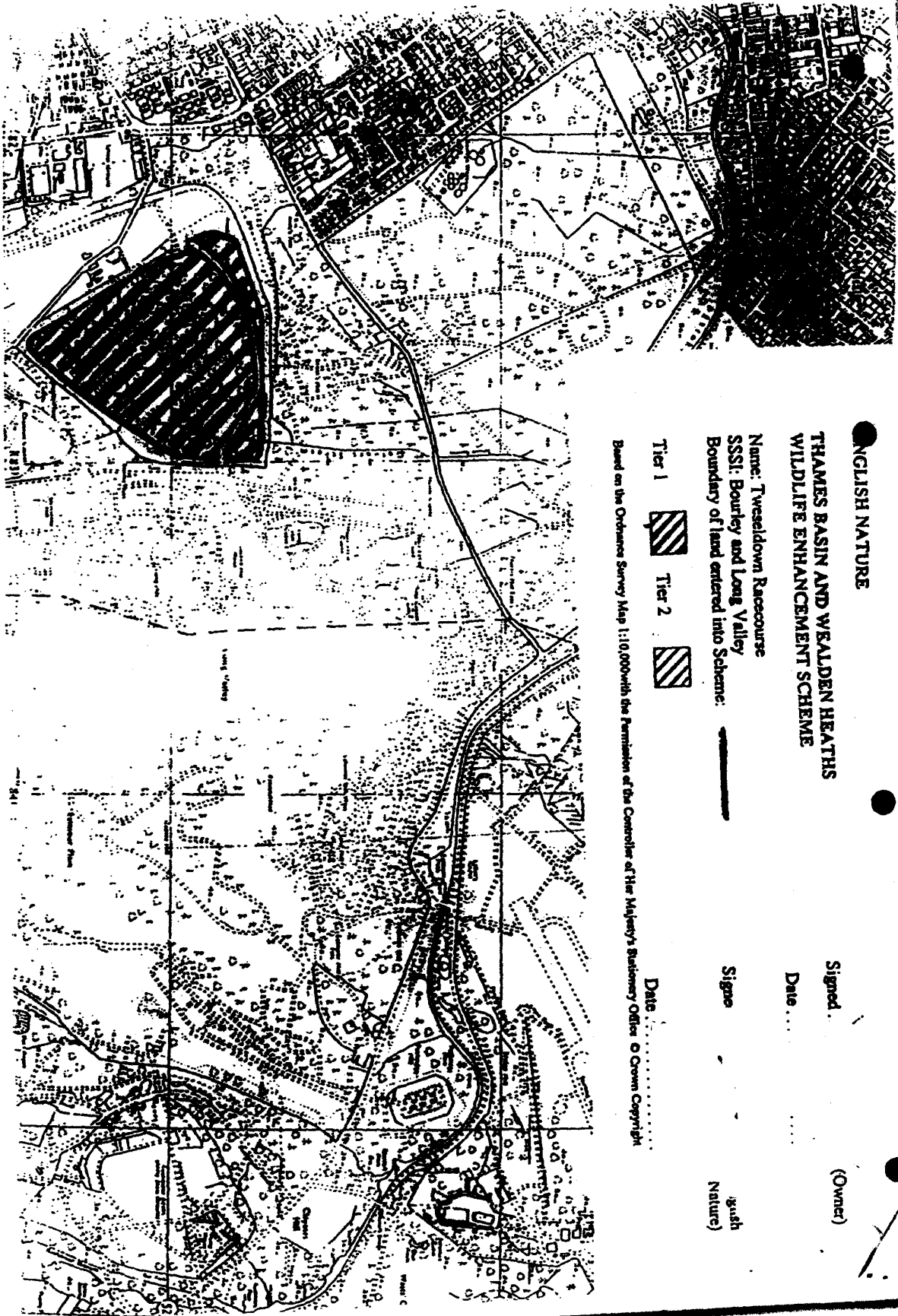
**SCHEDULE OF PAYMENTS**

For: Tweseldown Racecourse  
SSSI: Bourley and Long Valley  
Covering the Period: 1 October 1996 to 30 September 1999

<b>ANNUAL MANAGEMENT PAYMENT:</b>			
<u>Tier 1</u>			
Area:	35	hectares at	=
<u>Tier 2</u>			
Area:		hectares at :	£
Total Annual Management Payment: _____			
<b>CAPITAL WORKS:</b>			
<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost £</u>
<b>October 96 - March 97</b>			
Extra Dense Scrub	3 Ha		
Scattered Scrub	1.5 Ha		
<b>April 97 - March 98</b>			
Bracken Control	6.5 Ha		
Extra Dense Scrub	3.2 Ha		
Bracken Litter Scraping	0.25 Ha		
<b>April 98 - March 99</b>			
Extra Dense Scrub	2.5 Ha		
<b>April 99 - September 99</b>			
Bracken Control	1 Ha		

Signed: \_\_\_\_\_ (Owner) Date \_\_\_\_\_

Signed: \_\_\_\_\_ (English Nature) Date \_\_\_\_\_



ENGLISH NATURE

**THAMES BASIN AND WEALDEN HEATHS  
WILDLIFE ENHANCEMENT SCHEME**

Name: Tweseldown Racecourse  
 SSSI: Bourley and Long Valley  
 Boundary of land entered into Scheme:

Tier 1  Tier 2 

Signed: \_\_\_\_\_ (Owner)  
 Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_ (English Nature)

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