

# City of London Corporation Committee Report

<b>Committee(s):</b> Epping Forest and Commons – For Decision	<b>Dated:</b> 27/11/2025
<b>Subject:</b> Epping Forest Care and Maintenance Agreements (SEF 20/25)	<b>Public</b> For Decision
<b>This proposal:</b> • <b>delivers Corporate Plan 2024-29 outcomes</b>	Flourishing Public Spaces
<b>Does this proposal require extra revenue and/or capital spending?</b>	No
<b>If so, how much?</b>	N/A
<b>What is the source of Funding?</b>	N/A
<b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>	N/A
<b>Report of:</b>	Katie Stewart, Environment Executive Director
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## Summary

This paper is necessary to seek delegated authority to manage care and maintenance arrangements under which local councils maintain parts of Epping Forest on behalf of the Conservators, and to seek approval of your Committee of a Care & Maintenance Agreements (C&M) Operational Protocol which will guide the management of the relevant care and maintenance arrangements. .

The City of London Corporation, as the Conservators of Epping Forest, have from time to time entered into arrangements with councils (Local Authorities - including former Urban Districts; Town Councils; Parish Councils) for those councils to carry out care and maintenance of parts of Epping Forest on behalf of the Conservators. In the main these provide for maintenance as ‘amenity grasslands’. The arrangements are collectively referred to as Care & Maintenance (sometimes Care & Management) (“C&M”)

These arrangements usually occur on isolated parts of the Forest such as ‘village green type’ locations where the Forest is found within the centre of a conurbation and forms the only local green space, as well as roadside verges in more urban settings

These arrangements in most cases enable the cutting of grass and some minor vegetation management, they do not permit any other act contrary to the Epping Forest Act or anything in contravention of the Epping Forest byelaws (except with previous consent).

There are 27 areas across the Forest which are subject to C&M type arrangements (Appendix.1). Most are accurately recorded by formal agreement and are actively

managed by the respective authority. Some are not well maintained, and some are conducted under historic verbal agreements and therefore there is no written record detailing the extent of the arrangements, responsibilities or liabilities.

The Protocol (Appendix.2) seeks to clarify and record the Conservator's approach to C&M agreements across Epping Forest.

### **Recommendation(s)**

Members are asked to:

- Agree and adopt the C&M Agreement Operational Protocol in principle and delegate authority to the Superintendent to make minor amendments consistent with the agreed principles from time to time.
- Authorise the Superintendent to negotiate amendments to existing C&M agreements where appropriate to ensure they are consistent with the approach in the C&M Agreement Operational Protocol, and, where appropriate amendments can be agreed, to make such amendments to the C&M agreements (subject to extensions to existing C&M sites being reserved to your Committee).
- Authorise the Superintendent to enter into new written C&M agreements in respect of those areas currently subject to verbal arrangements (subject to the written terms being consistent with the C&M Agreement Operational Protocol).
- Authorise the Superintendent to terminate arrangements where it is not possible to agree amendments or new agreements to ensure the arrangements are consistent with the C&M Agreement Operational Protocol, or where care and maintenance standards are not consistent with the C&M Agreement Operational Protocol.

### **Main Report**

#### **Background**

1. The first recorded incident of the Conservators entering an agreement with another authority for the management of parts of Epping Forest was in 1897 in respect of 'Waste Land' at Queen's Road, Buckhurst Hill. The agreement was between the Conservators and the then Buckhurst Hill Urban District Council, which was incorporated into Chigwell Urban District in 1933 and Epping Forest District Council in 1974 under the Local Government Act 1972. These roadside verges are still maintained by Epping Forest District Council to this day.
2. There are 27 areas across the Forest which are subject to C&M agreements including the two formal children's playgrounds located at Kings Place,

Buckhurst Hill and Dames Road, Wanstead Flats; most are accurately recorded by formal agreement and are actively maintained by the respective authority. Some are not well managed/maintained, and some are conducted under historic verbal agreements and therefore there is no written record regarding the extent of the arrangements, responsibilities or liabilities.

3. Where written agreements exist, they generally allow for termination and may be determined by the Conservators or the respective council at any time upon written confirmation.
4. No new agreements have been entered into since 2001 for the Kings Road Playground, Buckhurst Hill; this was an amendment to a previous agreement following a renovation of the playground.

### **Current situation**

5. No C&M agreements exist on land designated as Special Site of Scientific Interest (SSSI) or Special Area of Conservation (SAC). Such land is not considered appropriate for C&M agreements as “amenity grassland” provision on such land is not considered consistent with appropriate Epping Forest management under the Epping Forest Act 1878.
6. The relationship between the Conservators and the various Councils is mostly harmonious in respect of the agreements.
7. There has been a recent formal request by Epping Upland Parish Council to reduce the scope of their 1981 agreement to cutting of a small amenity grass area, and to remove the condition of being responsible for a car park and pond. Epping Forest Officers believe that this is a reasonable request and would bring this arrangement more in line with other C&M agreements. Closure of the small uncharged car park may be considered if this arrangement was to be altered, but any such decision in the future would first be subject to engagement with the Parish Council. It would be proposed to amend this agreement under the delegated authority sought by this report
8. There have been informal requests for extensions to the area of some C&M agreements which Officers have yet to receive a justification for and, generally, appear to simply involve manicuring the Forest for a purely visual perspective rather than any particular public benefit. Epping Forest Officers consider that this would diminish the natural aspect of the Forest and is therefore not considered to promote the Conservator’s duties and as such is not appropriate.
9. The C&M Operational Protocol has suggested that no further agreements or extensions to agreements will be entered into unless they are considered to promote the Conservators’ duties, to manage any risks to the Conservators and unless they are first approved by your Committee.

10. Epping Forest Officers have observed that in one particular case the respective Council appear to have abandoned their management of C&M site and have failed to communicate their future intentions. In this scenario, in accordance with the proposed Protocol, Officers consider that bringing the site back into Forest Estate Management would be better from both a public benefit and good land management perspective. It would be proposed to terminate this agreement, subject to engagement with the relevant Council, under the delegated authority sought by this report.
11. Where areas of Epping Forest are currently, being maintained on behalf of the Conservators by Councils under C&M arrangements that have not been formalised by written agreement, this is considered to give rise to potential risks to the Conservators due to lack of certainty regarding the scope of responsibilities. It is therefore proposed to seek formal agreements with the respective Councils to ensure clarity regarding the scope of the agreements, maintenance responsibilities and liabilities. However, it should be noted that it is not in the Conservators' power to demand such agreements and ultimately, if they are not agreed, the likely outcome would be the termination of the arrangements and full care and maintenance reverting to the Conservators.

## **Options**

12. **Option 1 (Recommended):** Adopt the C&M Operational Protocol and delegate authority to the Superintendent to make amendments to C&M agreements as negotiated with respective councils in accordance with the Policy.
13. **Option 2 (Not Recommended)** Adopt the C&M Operational Protocol and not delegate authority to the Superintendent to make amendments to C&M agreements as negotiated with respective councils in accordance with the Protocol.
14. **Option 3 (Not Recommended)** Do not adopt the Protocol, retain the current arrangements.

## **Proposals**

15. To adopt the C&M Operational Protocol and delegate authority to the Superintendent of Epping Forest to exercise their delegated authority as set out in the Recommendations in line with the Operational Protocol.

## **Stakeholder Engagement**

16. Local stakeholder engagement would be conducted by Epping Forest Officers in cases where the current management regimes will change.

## **Corporate and Strategic Implications**

17. Corporate Plan 2024-2029: Flourishing Public Spaces
18. Natural Environment 2025: 3. Access and Recreation Strategy

## **Financial implications**

19. C&CS input including into revised agreements.
20. In terms of new agreements, it is considered reasonable that both parties meet their own costs.

### **Resource implications**

21. Epping Forest Officer time is spent negotiating and considering terms for areas not currently formally regulated.
22. The formalising of arrangements at sites without a current agreement will provide clarity for all parties in the future in respect of responsibilities, which will save Epping Forest Officer time.
23. In circumstances where existing C&M aren't being managed in line with the Protocol, or where new agreements cannot be put in place (for sites currently maintained under unwritten arrangements) the arrangements could be terminated resulting in a requirement for the Conservators to terminate agreements, with care and maintenance therefore reverting to the Conservators.

### **Legal implications**

24. Those C&M agreements that have been reviewed have been lawfully entered into by the Conservators (and the other parties). They allow other parties to carry out operational matters without undermining the Conservator's overarching management and control of the Forest. For example, they require care and maintenance to be in accordance with the Epping Forest Act and allow for termination. The remaining agreements will be reviewed as necessary on receipt of instructions to give effect to any changes to C&M arrangements.
25. The statutory duty to maintain Epping Forest in accordance with the Epping Forest Act 1878 and to discharge the Conservators' responsibilities under the Act ultimately remains with the Conservators. Liability in respect of any non-compliance with the Conservators' duties under the Epping Forest Act 1878 and as landowner would therefore ultimately fall to the Conservators even where a C&M agreement is in place. Where the C&M Agreement contains an express indemnity from the relevant council, and the Conservators incur costs or losses (including from successful claims) due to any act or omission of the relevant council contrary to the agreement, it would be open to the Conservators to recover any such costs or losses from the relevant council under the Indemnity (depending on the terms of the Indemnity).
26. All other implications are contained in the body of the report

### **Risk implications**

27. As neighbouring Local Authorities seek to cut costs, there is a risk that they may seek to determine the C&M arrangements in place or not enter formal agreements, which may result in either a) the Conservators meeting all the maintenance arrangements or b) adverse press attention if the land is left to 're-wild'.

### **Equalities implications**

28. N/A

### **Climate implications**

29. N/A

### **Security implications**

30. N/A

### **Charity Implications**

31. Epping Forest is a registered charity (number 232990). Charity law obliges Members to ensure that the decisions they take (for and on behalf of the trustee) in relation to the Charity are taken in the best interests of the Charity.

### **Conclusion**

32. C&M agreements provide a variety in the offer of Epping Forest to visitors and local communities, without such a provision having an impact on Epping Forest local resources. The Conservators have to be alert to the prospect that Councils may wish to determine these agreements against the backdrop of spending cuts. However, where councils are willing to continue such management for the benefit of their residents, it is essential for the Conservators to ensure that such agreements are formally recorded and managed.

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