



Epping
Forest

Registered Charity

Care & Maintenance Agreements Operational Protocol

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Aims

1. This Protocol provides guidance in respect of Care & Maintenance (C&M) Agreements upon Epping Forest Land and the guiding principles for the management of these areas.

Background

2. 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").
3. These C&M 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.
4. The arrangements in most cases permit care and maintenance to be carried out by the relevant council. "Care and maintenance" under the agreements normally allows for the cutting of grass and some minor vegetation management. It does not generally encompass any other activities, or any acts that would be contrary to the Epping Forest Act or in contravention of the Epping Forest byelaws (except with previous consent, where there is scope for that be provided).
5. The statutory duty to manage Epping Forest and discharge the Conservators' duties remains with the Conservators even where agreements are in place.
6. 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 of either party. Typically, the agreements allow for termination by either party.

Sites under C&M agreements

No.	Site Name	Managing Council	Agreement Date
1	Land at Epping Upland	Epping Upland Parish Council	20/02/1981
2	Arewater Green, Loughton	Epping Forest District Council (EFDC)	17/02/1966
3	Theydon Green, Theydon Bois	Theydon Bois Parish Council	21/01/1954
4	Standard Green, Kings Green, School Green & Land at Hillyfields Loughton	Loughton Town Council (LTC)	15/08/2001
5	George Green, Woodford Slips, High Road Woodford and Chigwell Road	London Borough of Redbridge (LBR)	18/06/1953
6	Tarzy Wood, Wanstead	LBR	01/01/1910
7	Nightingale Green, Wanstead	LBR	No Agreement
8	Dames Road Playground, Wanstead Flats	LBWF	22/03/1985
9	Horse Chestnut Avenue, Woodford Green	LBR	No Agreement
10	Kings Place Playground, Buckhurst Hill	BHH Parish Council	26/01/2001
11	Colvin Gardens, Chingford	Secretary of State for Social Services	20/11/1987
12	Queens Road, BHH	EFDC	27/05/1897
13	Knotts Green, Leyton	London Borough of Waltham Forest	16/02/1995
14	Epping Town Greens	Epping Town Council	No Agreement
15	Chingford Town Greens	LBWF	None

16	Yardley Lane, Chingford	LBWF	02/11/1954
17	Harrow Green, Leyton	LBWF	03/07/1925
18	Leyton Green, Leyton	LBWF	05/06/1901
19	Englands Lane/Lower Road, Loughton	EFDC	10/01/1983
20	Land at York Hill	EFDC	No Agreement
21	Birch View, Epping	Epping Town Council	23/09/1993

Protocol Statement

7. The City Corporation as the Conservators of Epping Forest have responsibilities to maintain the Forest as an open space for the recreation and enjoyment of the public, while maintaining the natural aspect of the Forest. In addition, around two thirds of the Forest is designated as SSSI (Special Site of Scientific Interest) and SAC (Special Area of Conservation) which provides further protection for the unspoilt, unbuilt on nature of the Forest.
1. Epping Forest provides a vital green space for at least a dozen small towns and parishes that it borders. In some cases, it is the only nearby open space and as such provides facilities in lieu of local council amenity areas.
8. Where areas of Epping Forest are currently, being maintained on behalf of the Conservators by Councils under C&M arrangements but not formalised by written agreement; formal agreements should be entered into with the respective Councils to ensure clarity regarding the Scope of the agreements, maintenance responsibilities and liabilities.
9. Where new agreements or variations to existing agreements are entered into, the relevant Councils should indemnify the Conservators from liabilities arising in consequence of any failure or omission on the part of the relevant Council to undertake the proper care and maintenance of the relevant C&M site as required by the relevant agreement. The relevant Councils should maintain suitable insurance against any claims made by the Conservators under the indemnities and other risks arising from their responsibilities under the agreements, as appropriate.

Scope

2. No new C&M sites or additions to existing C&M sites will be considered for future agreements or extensions to agreements unless they are considered to promote the Conservators' duties, to manage any risks to the Conservators, and are first approved by the Epping Forest and Commons Committee.
10. No C&M will be considered on land forming SSSI or SAC due to the nature and purpose of the designations.
11. Requests for the reduction in scale of a current C&M arrangement will be considered on a case-by-case basis having regard to the Conservator's duties and the management of risk to the Conservators.
12. In considering proposals from relevant councils to install new infrastructure on the C&M sites they maintain, regard will be had to any risks to the Conservators in the event of the relevant Council terminating the agreement or being in default of their maintenance responsibility under the agreement (noting that in such event, all responsibility will fall to the Conservators.) Regard will also be had to any risks to the public arising from the proposed infrastructure. For this reason, provision of infrastructure will be resisted unless its provision is considered to promote the Conservators' duties and risk to the Conservators are satisfactorily addressed.
13. Where the site is not being maintained in accordance with the requirements of the relevant agreement or where, for any other reason, the Conservators are of the view that the continuation of the arrangement is not consistent with the duties of the Conservators, consideration will be given to the termination of the agreement and where appropriate, steps to terminate in accordance with the agreement will be taken.

Issue No.

Date

Review date

Author

Approved by

1.

10th November 2025

2030

Tristan Vetta

Insert Approved By

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