

## General Data Protection Regulation (GDPR)

The Welsh Government will be data controller for any personal data you provide as part of your response to the consultation. Welsh Ministers have statutory powers they will rely on to process this personal data which will enable them to make informed decisions about how they exercise their public functions. Any response you send us will be seen in full by Welsh Government staff dealing with the issues which this consultation is about or planning future consultations. Where the Welsh Government undertakes further analysis of consultation responses then this work may be commissioned to be carried out by an accredited third party (e.g. a research organisation or a consultancy company). Any such work will only be undertaken under contract. Welsh Government's standard terms and conditions for such contracts set out strict requirements for the processing and safekeeping of personal data.

In order to show that the consultation was carried out properly, the Welsh Government intends to publish a summary of the responses to this document. We may also publish responses in full. Normally, the name and address (or part of the address) of the person or organisation who sent the response are published with the response. If you do not want your name or address published, please tell us this in writing when you send your response. We will then redact them before publishing.

You should also be aware of our responsibilities under Freedom of Information legislation

If your details are published as part of the consultation response then these published reports will be retained indefinitely. Any of your data held otherwise by Welsh Government will be kept for no more than three years.

## Your rights

Under the data protection legislation, you have the right:

- to be informed of the personal data held about you and to access it
- to require us to rectify inaccuracies in that data
- to (in certain circumstances) object to or restrict processing
- for (in certain circumstances) your data to be 'erased'
- to (in certain circumstances) data portability
- to lodge a complaint with the Information Commissioner's Office (ICO) who is our independent regulator for data protection.

For further details about the information the Welsh Government holds and its use, or if you want to exercise your rights under the GDPR, please see contact details below:

Data Protection Officer:  
Welsh Government  
Cathays Park  
CARDIFF  
CF10 3NQ

e-mail: [Data.ProtectionOfficer@gov.wales](mailto:Data.ProtectionOfficer@gov.wales)

The contact details for the Information Commissioner's Office are:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Tel: 01625 545 745 or  
0303 123 1113

Website: <https://ico.org.uk/>

## Consultation Response Form

Your name: **Tomos Ll. Jones, Chair**

Organisation (if applicable): **Association of Local Government Archaeological Officers: Cymru**

E-mail / telephone number: [tomosj@pembrokeshirecoast.org.uk](mailto:tomosj@pembrokeshirecoast.org.uk) / **07773788208**

Your address: **Pembrokeshire Coast National Park Authority Llanion Pembroke Dock Pembrokeshire SA72 6DY**

Type  
(please select  
one from the  
following)

Individual

Business

Local planning authority

Archaeological trust

Government agency/Other public sector body

Professional body

Interest group

Voluntary sector (community group, volunteer group, self-help group, cooperative enterprise, not-for-profit organisation)

Other group not listed above

X

**Q1:** The draft guidance, heritage partnership agreements in Wales, is intended to help owners and consenting authorities to set up and manage heritage partnership agreements. The main guidance relating to setting up an agreement appears in section 3. Is there sufficient detail here to support the creation of a heritage partnership agreement?

Yes  No

If not, how could it be improved?

The Association of Local Government Archaeological Officers: Cymru are supportive of section 3 of the draft guidance on heritage partnership agreements (HPAs), however would like to highlight the following points/suggestions:

- The guidance would benefit from a flowchart, particularly given that the HPA guidance as it stands is interwoven for both listed buildings and scheduled monuments, despite both assets requiring different administration requirements. Without greater clarity or distinction, it could prove confusing for some involved in the development of HPAs.
- While noting that HPAs are principally between owners and consenting authorities, there is provision for other individuals or organisations to be parties to an HPA. The guidance could give more clarity on the role, rights and duties (particularly legally) for parties to an HPA who are not owners or consenting authorities. For clarity it would be useful under section 3.1 if it was explicit in the writing that owners of assets need to be included in agreements and that those who have an interest cannot form a HPA independently. Also, under those with an interest, would be good to include local authorities and national park authorities (in the case of scheduled monuments) as one of the example stakeholders. The statutory purposes of national park authorities mean that helping with management of monuments not owned by the authorities is an integral part of their work.
- Section 3.1 should be explicit that a HPA can include either one or a collection of assets as is implied under 3.10.
- Section 3.1 would benefit from a flowchart in the case of who can be involved in the agreement and also the key contacts for listed buildings (the relevant LPA) and also in the case of scheduled monuments (the scheduled monument inspector for the relevant area).
- In relation to section 3.2, this states that the owner will 'normally' be lead in HPA development. It might be beneficial to consider that others with an interest in developing a HPA may be able to lead on the development where this is more appropriate. This may be particularly relevant in the context of national park authorities, in the case of scheduled monuments that are not owned by the authority. It may be in the interest of the national park authority to be involved in the development as a HPA may help safeguard cultural heritage which is a special quality of the national park. This may be particularly important where the owner of the asset does not have the necessary resources or expertise to develop the HPA, but a National Park Authority and/or other stakeholders do. Perhaps the inclusion of the word 'normally' implies this, but would still be good to be explicit as this could mislead some into thinking that only owners can do this.
- In the case of section 3.3, is the significance of the asset(s) based on the legal definition as per the listing/scheduling and therefore a regurgitation of this in written form? We would assume that as this has been defined during the listing/scheduling process that this info should be provided by the

consenting authority rather than being drafted up by the owner/developer of the HPA.

- In relation to works in section 3.3. it would be beneficial to explicitly state what type of work a HPA should include, for example that it includes both works requiring consent and also those that do not.
- Section 3.5 mentions that HPA cannot be extended, however it might be beneficial to have the provision where there is a good working HPA in place for renewal. It would be a shame to re-develop one that works, particularly where issues extend beyond 10-15 years and require ongoing management
- As per section 3.7 we are pleased to note the encouragement to maintain a photographic record of any works undertaken under HPAs and for these to be deposited with the relevant HER. We would add that it may be appropriate for records of any archaeological work undertaken as part of HPAs to be deposited additionally or alternatively with the National Monuments Record of Wales, being the formal repository for digital data and archaeological archives in Wales. It is suggested that the guidance could include links/contact details for the HERs and NMRW. It may also be relevant to include links to existing standards and guidance about photographic recording (such as that produced by Gwynedd Archaeological Trust or Historic England). In addition, it might be useful to include links to other useful resources.
- It is proposed that the scope of an HPA could include works to curtilage structures and land within the environs of a scheduled monument, which would not necessarily fall within the current remit of the consenting body. The draft guidance suggests (3.8) that the responsible parties and mechanisms for regulating works carried out under an HPA will be determined on an individual basis. It is felt that the guidance could, and should, give greater clarity on this matter - for example, it might be expected that (reflecting consenting regimes) Cadw would monitor works to scheduled monuments and local planning authorities would monitor those affecting listed buildings, with possible exceptions where one party is also the owner, in the interests of transparency and accountability. However, where works are outside the designated asset boundary, these would normally be regulated through the planning process rather than Scheduled Monument Consent or Listed Building Consent. Therefore, clarity is particularly needed on the parties and mechanisms envisaged to regulate such works and to manage any associated activity (such as structural surveys or archaeological investigations).
- Under section 3.10, variation in the case of scheduled monuments appears to be specific to the inclusion of extra scheduled monuments within an agreement rather than relating to changes to the specified work that has been agreed as part of the HPA. It would be beneficial to clarify if changes to the specified work are covered under variation also in the case of scheduled monuments.

**Q2:** The consultation and publicity arrangements for heritage partnership agreements are set out in:

- regulations 5 to 7 and 9 of the draft Listed Buildings (Heritage Partnership Agreements) (Wales) Regulations 2021
- regulations 4 to 5 of the draft Scheduled Monuments (Heritage Partnership Agreements) (Wales) Regulations 2021
- section 4 of the draft guidance, heritage partnership agreements in Wales

Are these arrangements clear and workable?

Yes  No

If not, how can they be improved?

The Association of Local Government Archaeological Officers: Cymru is supportive of the relevant regulations and section 4 of the draft guidance, however the following area requires clarification:

- As highlighted under section 3.10 of the guidance (see Q1 comments, second from last bullet point), it appears that variation relates specifically to the inclusion of additional scheduled monuments that were not in the original HPA? If so, this needs to be made more explicit in relation to what 'variation' means in the context of scheduled monuments. There is a comment about 'changes' to the HPA under 3.10 of the guidance, which suggests that this relates to changes to agreed works during the period of a HPA. It would be useful for this to be included in the regulations if changes to the works etc. are possible, as it is currently not mentioned and is quite confusing to interpret.

In addition, we would make the following suggestion in relation to section 4 of the draft guidance:

- In relation to consultation and publicity, flowcharts would be useful and would help with understanding the process.

**Q3:** It is intended that minor alterations to heritage partnership agreements will not trigger the publicity and consultation requirements specified in:

- regulation 5 of the draft Listed Buildings (Heritage Partnership Agreements) (Wales) Regulations 2021
- regulation 4 of the draft Scheduled Monuments (Heritage Partnership Agreements) (Wales) Regulations 2021

The draft guidance, heritage partnership agreements in Wales, expands on these requirements in paragraph 3.10. Can you provide examples of changes that you believe heritage partnership agreements should be able to accommodate without requiring full publicity and consultation?

From a hypothetical perspective, it could be unexpected changes that are discovered during the course of carrying out works as per the HPA. Specifically, unexpected changes that are non-significant or minor alterations that need to take place to carry out the work. The ability to do so over email exchanges is a good approach and good that this is highlighted in the guidance, however it does not appear to be included in the related regulations – it would be useful to make explicit in the regulation as it seems to be a gap at present.

Would be useful to include examples where changes might take place without needing publicity and consultation. It is acknowledged that it might be difficult to capture all manners of scenarios. As per comments above under Q2, flowcharts on the process might be useful.

As per comments under Q2 above, in the HPA template variation refers to all manner of changes, however in the guidance (3.10) and regulations 4/5 variation in the context of scheduled monuments is specific to adding additional scheduled monuments to an existing HPA only. As such, should the wording in the guidance/regulation be clearer that variation also includes changes to the agreed works.

In addition, on a larger single-phase scheme crossing listed buildings/scheduled monuments/planning there is a higher risk of something going wrong. To terminate the HPA on this basis could be a major problem if works on the rest of the scheme must cease. There needs to be some sort of default mechanism whereby the specific building/site is isolated and perhaps reverts to conventional control. This could allow the issue to be addressed via enforcement/revised application and the rest of the works to carry on.

**Q4:** Section 7 of the draft guidance, heritage partnership agreements in Wales, provides a template for a heritage partnership agreement. Do you think this template will be helpful?

Yes  No

If not, how could it be improved?

The Association of Local Government Archaeological Officers: Cymru is supportive of the inclusion of a template for the development of HPAs. We would like to raise the following points/recommendations:

- It would be beneficial if the template could form the basis of a pro-forma that those creating HPAs can use, as for example is the case with consent forms such as scheduled monument consents. Although we appreciate that it is a more complex matter. .

- The process for scheduled monuments and listed buildings differ, therefore it would be useful under 'details of assets' section that there is a side by side table which lists what should be included in the case of listed buildings and scheduled monuments separately.
- Variations section – the use of the word 'variation' is inconsistent as in the case of scheduled monuments under 3.10 of the guidance. In the regulation this is specifically used in the case of including additional scheduled monuments only. It would be beneficial to make its use consistent i.e. variation for changes in agreed works etc. and for the inclusion of additional scheduled monuments.
- The Integrated Impact Assessment rightly notes the opportunity for HPAs to sit alongside other strategic and whole-property plans, such as those associated with climate change, flood risk, biodiversity enhancement and agri-environment schemes. It is suggested that integrated/sustainable management options could be included in the template HPA, under the Works or Miscellaneous section, to embed holistic management principles and act as a prompt to check interactions with other considerations.

**Q5:** The regulatory impact assessment in annex D analyses the costs and benefits of the proposed heritage partnership agreement regulations. Do you have other information or evidence that would be useful to add to this assessment?

No comment

**Q6:** The draft integrated impact assessment in annex E considers the impact of the proposed heritage partnership agreement regulations in a number of spheres. Do you have other information or evidence that would be useful to add to this assessment?

No comment

**Question A:** We are under a duty to consider the effects of our policy decisions on the Welsh language, under the requirements of the Welsh Language (Wales)

Measure 2011.

We would like to know your views on the effects that the proposals would have on the Welsh language, specifically on opportunities for people to use Welsh and on treating the Welsh language no less favourably than English.

What effects do you think there would be? How could positive effects be increased, or negative effects be mitigated?

No comment

**Question B:** Please also explain how you believe the proposals could be formulated or changed so as to have positive effects or increased positive effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favorably than the English language, and no adverse effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favorably than the English language.

No comment

**Question C:** We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please use this space to report them:

- In annex a (scheduled monuments regulations), under section 2(1) interpretation, local authority does not include national park authorities. It would be beneficial to include.
- Grants only appear as a comment under 'template HPA' in the guidance document. It is an important element, as such would be useful to see more information about this included.
- It would be useful to see how HPAs are working in England. Although differences exist in terms of landholdings in Wales, there may be some valuable lessons that can be learnt as the HPA legislation is developed in Wales.
- HPAs are likely to be useful in the context of local planning authorities that have large and dynamic estates and for unitary authorities with estate categories such as listed bridges, schools etc.
- It would be useful to clarify in the regulation and associated guidance whether the development of a HPA would affect the ability of the relevant organisations/groups to obtain consent for other works on the same asset during the development process.



- In relation to consents, there needs to be cross reference between accompanying consents, including ecology and planning. Also, how might time limitations on these affect the implied consent within a HPA?
- Section 2.5 of the guidance notes that an HPA cannot grant planning permission or permissions associated with environmental requirements and legislation. This could be emphasised more strongly to avoid any perception on the part of owners that an HPA will *de facto* imply universal approval in principle of works that require planning or other permissions.
- It is proposed that an HPA could include works that do not normally require consent. This would provide a welcome additional safeguard without introducing new 'red tape' for owners. This would be particularly beneficial, for example, in agreeing the location of ancillary works that may carry more risk than the works themselves, such as routes of access for undertaking routine vegetation maintenance.
- What is the locus of a LPA/NPA to terminate a HPA and what are the legal implications?
- There is evidently good reason as to why LPAs rarely cancel an extant permission for example but what triggers termination and can a HPA be terminated in part rather than as a whole? Would a single breach within an otherwise successful scheme be a trigger?
- It would be very helpful for HPAs to be deposited with HERs, perhaps as part of confidential management files, for internal reference by curatorial staff in development control and heritage management casework. In addition, as land managers, it would also be of benefit to archaeological officers within national park authorities to be aware of HPAs within their boundary areas in the case of scheduled monuments.

Responses to consultations are likely to be made public, on the internet or in a report. If you would prefer your response to remain anonymous, please tick here: