

# HISTORIC ENVIRONMENT (WALES) ACT 2023

---

## EXPLANATORY NOTES

### COMMENTARY ON SECTIONS

#### **Part 2 — Monuments of special historic interest**

#### *Chapter 4 — Scheduled monument partnership agreements*

#### *Section 25 — Scheduled monument partnership agreements*

94. **Section 25(1)** specifies the essential parties for any scheduled monument partnership agreement:
- a. the Welsh Ministers — as the relevant consenting authority — and
  - b. any owner of a scheduled monument to which the agreement relates, or
  - c. any owner of any land adjoining or in the vicinity of such a monument, referred to as “associated land”.
95. Other persons with an interest in a monument, as identified in subsection (2), may also join as parties to the agreement.
96. A scheduled monument partnership agreement may grant scheduled monument consent under section 13(1) for an agreed programme of works specified in the agreement. The consent may authorise works for the purpose of removing or repairing a monument or making any alterations or additions to it (subsections (3) and (7)). This will permit maintenance, conservation or management works that will be beneficial for the monument or monuments covered by the agreement.
97. A scheduled monument partnership agreement cannot grant consent for works resulting in the demolition or destruction of, or any damage to, a monument or for any flooding or tipping operations on land in, on or under which a scheduled monument is situated (section 11(2)(a) and (c)). Any of these excluded works would require separate scheduled monument consent obtained through the routine application process (sections 14 to 19).
98. A scheduled monument consent contained in a scheduled monument partnership agreement is not subject to the provisions in section 19 about when works must start and will remain valid for the lifetime of the agreement, which may last for 10 to 15 years.
99. Subsection (5)(a) permits the parties to an agreement to specify works to which section 11 would or would not apply, and which, therefore, would or would not require authorisation. This might allow the parties to identify certain minor works — for example, an agreed programme of vegetation clearance and management — that could proceed without authorisation. They could also specify more substantial works that could not be accommodated within the scheduled monument partnership agreement and would therefore require the full consideration of the separate scheduled monument consent procedure.