

# HISTORIC ENVIRONMENT (WALES) ACT 2023

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## EXPLANATORY NOTES

### COMMENTARY ON SECTIONS

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

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

#### **Section 26 — Further provision about scheduled monument partnership agreements**

100. This section prescribes required components for a scheduled monument partnership agreement (subsections (1) and (2)), requires the Welsh Ministers to make provision, by regulations, for the consultation and publicity that must take place before an agreement is made or varied (subsections (5) and (6)) and limits the effect of an agreement and of any consent granted (subsection (7)).
101. Subsection (2)(e) requires a scheduled monument partnership agreement to make provision for its variation. Since an agreement will last for years, it is likely that adjustments will be required from time to time. The parties, therefore, must incorporate in the agreement agreed working arrangements for approving necessary variations. In some instances, variations will be subject to the consultation and publicity requirements prescribed by regulations under subsection (5).
102. The provision for termination of the agreement required by subsection (2)(f) calls for a mechanism for a negotiated termination should the agreement no longer serve the mutual interests of the parties or it has otherwise broken down. This is distinct from any termination of an agreement or a provision of an agreement by order of the Welsh Ministers under section 27.
103. Subsection (7) provides that a scheduled monument partnership agreement will only be binding on the parties to that agreement. Future owners of the scheduled monument will not be bound by an agreement, nor will they be able to benefit from any scheduled monument consent granted by the agreement. Consequently, unless all the parties agree to continue an agreement with a new owner, a scheduled monument partnership agreement will cease to have effect with a change of ownership.