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as per the manuscript amendments
in this deed.

Dated 2 October 2024

Crispin Carpenter
CRISPIN WILLIAM CARPENTER
for and on behalf of Mitehos Ltd

Deed of Agreement

pursuant to section 117 of the Environment Act 2021

relating to a Habitat Bank at Witchampton Lane, Witchampton, Wimborne (DOR03)

- (1) EBL HB Limited
- (2) RSK Biocensus Limited

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This Conservation Covenant is dated 2 October 2024

Between:

- (1) **EBL HB Limited** (Company Number 13489265) whose registered office is at 35 Ballards Lane, London N3 1XW (the **Gain Site Operator**).
- (2) **RSK Biocensus Limited** (Company Number 04364279) whose registered office is at Spring Lodge, 172 Chester Road, Helsby, Frodsham, England WA6 0AR (the **Responsible Body**)

Introduction

- (A) The Gain Site Operator is a person with an interest in the Gain Site pursuant to section 117(4) of the 2021 Act who shall undertake the requirements set out in Regulations 6(2) to 6(7) of the BNG Regs and the Gain Site Operator terms and covenants contained in this Conservation Covenant.
- (B) The Gain Site Operator is the leasehold owner of the Gain Site which is registered at the Land Registry under title number DT473406.
- (C) The Gain Site Operator agrees to enter into this agreement with the Responsible Body regarding the Gain Site with the intention to create provisions which are of a qualifying kind, have a conservation purpose and are intended by the parties to be for the public good (the **Conservation Covenant**).
- (D) The Responsible Body (pursuant to section 119 of the 2021 Act) is the body responsible for enforcing the terms of this Conservation Covenant.
- (E) This Conservation Covenant is made pursuant to Section 117 of the 2021 Act and the parties agree that this Conservation Covenant is intended to be a Conservation Covenant and shall bind the Gain Site Operator and all successors in title and assigns and the persons claiming under or through the Gain Site Operator.
- (F) This Conservation Covenant is entered into to ensure that the Gain Site provides a Biodiversity Net Gain to satisfy the requirements of Schedule 7A of the 1990 Act.
- (G) The Gain Site Operator covenants with the Responsible Body on their own behalf and on behalf of their successors in title and assigns and any person claiming title through or under them to perform the obligations contained in Schedule 1 of this Conservation Covenant.

Agreed Terms

1 Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Conservation Covenant:

1990 Act the Town and Country Planning Act 1990.

2021 Act the Environment Act 2021.

Alternative Responsible Body a body approved pursuant to section 119 of the 2021 Act.

Acceptable Surety	(a) a bank or financial institution that has a rating for its long-term debt obligations of B or higher by S&P Global Ratings or B or higher by Moody's Investors Services (or in each case any successor to their respective rating business) or a comparable rating from an internationally recognised credit rating agency; or (b) any other bank or financial institution of good commercial standing, acceptable to the Responsible Body.
Allocation	the attribution of any BNG Capacity, whether in respect of Biodiversity Units or Gain Site, by the Gain Site Operator toward a development's requirement to deliver biodiversity (and Allocate and Allocated and Allocations shall be construed accordingly).
Biodiversity Metric	the statutory Biodiversity Metric and statutory Biodiversity Metric User Guide, published by the Department for Environment Food & Rural Affairs (Defra) dated February 2024 or any other superseding metric published by Defra or Natural England from time to time to measure and account for biodiversity losses and gains resulting from development or land management change (or in the absence of any metric published by Natural England or Defra such other metric as may be agreed in writing by the Gain Site Operator and the Responsible Body);
Biodiversity Unit(s)	the measure of biodiversity resource as quantified and assessed in accordance with the Biodiversity Metric;
Biodiversity Unit Completed Sale or Transfer Certificate	a certificate issued by the Gain Site Operator to a Biodiversity Unit Purchaser confirming the completed Sale or Transfer of a Biodiversity Unit from the Gain Site Operator to the Purchaser which shall specify the following: (a) the identity of the Biodiversity Unit Purchaser including the address (which, if the Biodiversity Unit Purchaser is a company shall be its registered office address) and contact details to include an email address and telephone number; (b) the specific development (with planning reference number) in relation to which the Biodiversity Unit(s) has or have been Sold or Transferred; (c) where possible the area in hectares of the Gain Site (or in the case of a linear habitat the length in kilometres of the Gain Site) delineated on a plan that has been 'retired' to deliver the Biodiversity Unit(s) which has or have been Sold or Transferred; (d) the number of Biodiversity Units Sold or Transferred; (e) the biodiversity value of the Sold or Transferred Biodiversity Units in relation to the specific development referred to at (b);

- (f) by reference to the Baseline Condition of the Gain Site the projected type size and condition of each habitat to which the Sold or Transferred Biodiversity Unit(s) relate at the end of the Covenant Period as a result of the Habitat Creation and Enhancement Works, the Habitat Maintenance Works and the Habitat Monitoring Works;
- (g) the age of the Gain Site at the time of Sale or Transfer of the Biodiversity Unit(s) with age measured from the date of the commencement of the first Habitat Creation and Enhancement Works within the Gain Site;
- (h) the specific Biodiversity Metric that has been used to measure the Biodiversity Unit(s), Sold or Transferred whether the statutory Biodiversity Metric or another;
- (i) confirmation that payment in full (including VAT) for the Sold or Transferred Biodiversity Units has been received by the Gain Site Operator; and
- (j) the Gain Site Register unique registration number of the Gain Site Biodiversity Units.

Biodiversity Unit Purchaser

a purchaser or transferee of a Biodiversity Unit(s).

Biodiversity Unit Sale Register

an electronic register maintained by the Gain Site Operator containing the following:

- (a) the Gain Site Register unique registration number of the Gain Site Biodiversity Units;
- (b) the total available units from the Gain Site (updated after each and every Biodiversity Unit Sale or Transfer);
- (c) all the details listed at (a) to (j) within the definition Biodiversity Unit Reserved Sale or Transfer Certificate for each Biodiversity Unit reserved to be Sold or Transferred;
- (d) all the details listed at (a) to (j) within the definition of Biodiversity Unit Completed Sale or Transfer Certificate for each Sale or Transfer of Biodiversity Units from the Gain Site;
- (e) a copy of the application made by the Gain Site Operator to record on the Gain Site Register the allocation of Biodiversity Units in relation to each Biodiversity Unit Sale or Transfer; and
- (f) a copy of Natural England's determination of an application to record on the Gain Site Register the allocation of Biodiversity Units in relation to each Biodiversity Unit Sale or Transfer.

BNG Capacity	the total Biodiversity Units resulting from the implementation of the Habitat Management and Monitoring Plan on the Gain Site.
BNG Regs	the Biodiversity Gain Site Register Regulations 2024.
Bond	any of the following (alone or in combination): (a) a standby letter of credit (or equivalent or replacement form of security or guarantee); (b) a bond, in either case from an Acceptable Surety in favour of the Responsible Body for the Bond Sum for the Covenant Period or until termination of this Conservation Covenant.
Bond Sum	the sum [REDACTED] decreasing each year in accordance with Schedule 1 as the relevant Gain Site Monitoring Contributions are paid and actions required under the Habitat Management and Monitoring Plan are delivered.
CIEEM	the Chartered Institute of Ecology and Environmental Management.
Commencement Date	the date upon which the Habitat Creation and Enhancement Works have commenced.
Conservation Purpose	the use of the Gain Site for a qualifying purpose of a qualifying kind in accordance with section 117 of the Environment Act 2021, which has a conservation purpose and is intended by the parties to be for the public good.
Covenant Period	the 30 (thirty) year period commencing on the Habitat Creation and Enhancement Works Completion Date.
Default Interest Rate	8% (eight percent) over the Bank of England Base Rate from time to time.
Dispute	has the meaning set out in clause 9.1.
Expected Minimum Metric Biodiversity Value	the projected minimum value of the Gain Site (in Biodiversity Units) calculated by comparing the Baseline Condition of the Gain Site with the projected type size and condition of each habitat on the Gain Site at the end of the Covenant Period as a result of the Habitat Creation and Enhancement Works, the Habitat Maintenance Works and the Habitat Monitoring Works as detailed in the Habitat Management and Monitoring Plan.
Expert	an independent and professionally qualified expert with not less than ten (10) years relevant experience in the field of the matter in dispute who has been appointed pursuant to clause 10.4 of this Conservation Covenant and for the avoidance of doubt any expert on ecology matters shall be a member of CIEEM and for the further avoidance of doubt

the Expert shall be entitled to get legal support in any matter referred to them where appropriate to do so.

Force Majeure Event	a circumstance not within the control of the Gain Site Operator comprising an act of God such as drought, flood or other natural disaster or the compulsory acquisition of the Gain Site by an acquiring authority under compulsory purchase powers.
Fundamental Breach	a breach of the obligations in this Conservation Covenant resulting in substantial material habitat destruction or substantial material habitat failure in respect of the Gain Site that wholly undermines the Conservation Purpose excluding a Force Majeure Event, Provided That a Fundamental Breach shall not be deemed to have arisen where the Habitat Creation and Enhancement Works, the Habitat Maintenance Works and the Habitat Monitoring Works have been materially complied with.
Gain Site	land at Witchampton Lane, Witchampton, Wimborne registered at HM Land Registry under title number DT473406 as shown edged red on the Plan at Appendix 1.
Gain Site Deed of Variation	a deed of variation to be agreed and entered into between the Parties in the event of the release of any part of the Gain Site from the obligations contained in this Conservation Covenant pursuant to clause 4.
Gain Site Register	means a register created and maintained in accordance with section 100 of the 2021 Act to be established and maintained by Natural England or other successor body.
Habitat Condition Assessment Report	a habitat condition assessment report to be prepared by the Gain Site Operator which assesses the condition type and size of the habitats at the Gain Site.
Habitat Creation and Enhancement Works	works for the purpose of habitat creation and enhancement at the Gain Site or at any part of the Gain Site set out in the Habitat Management and Monitoring Plan to deliver at least the Expected Minimum Metric Biodiversity Value as set out in the Habitat Management and Monitoring Plan for the Gain Site or any part of the Gain Site.
Habitat Creation and Enhancement Works Completion Date	the date by which the Habitat Creation and Enhancement Works for the Gain Site are completed as demonstrated by submission of the notice pursuant to paragraph 4.1.4 of Schedule 1 and for the avoidance of doubt a Gain Site may have a number of Habitat Creation and Enhancement Works Completion Dates reflecting the Sale or Transfer of different tranches of Biodiversity Units from the Gain Site.
Habitat Maintenance Works	the management and maintenance works at the Gain Site to manage and maintain at least to the Expected Minimum Metric Biodiversity Value as detailed in the Habitat Management and Monitoring Plan.

**Habitat
Management and
Monitoring Plan**

the plan(s) at Appendix 3 of this Conservation Covenant which, except in relation to the Expected Minimum Metric Biodiversity Value, may be amended pursuant to paragraph 8.2 of Schedule 1 to deliver at least the Expected Minimum Metric Biodiversity Value of the Gain Site which includes the following:

- (a) the completed Biodiversity Metric evidencing the Baseline Condition of the Gain Site;
- (b) the completed Biodiversity Metric evidencing the Expected Minimum Metric Biodiversity Value of the Gain Site;
- (c) full description of the Habitat Creation and Enhancement Works;
- (d) full description of the Habitat Maintenance Works including descriptions and evaluation of all of the habitat to be managed and maintained;
- (e) detailed design and working methods (management and maintenance prescriptions) to achieve and maintain at least the Expected Minimum Metric Biodiversity Value at the Gain Site for the Covenant Period;
- (f) ecological trends and constraints on the Gain Site that may influence management and maintenance;
- (g) aims, objectives and targets for management and maintenance including any links with local and national species and habitat action plans;
- (h) preparation of a works schedule, including ongoing maintenance works and an annual works schedule for a minimum of 30 years;
- (i) full details of the Habitat Monitoring Works including details of the monitoring needed to measure the effectiveness of management;
- (j) details of the timetable for each element of the monitoring programme; and
- (k) details of the persons responsible for the implementation and monitoring and demonstration.

**Habitat Monitoring
Works**

works for the monitoring of habitats to ensure that the habitat enhancement to be achieved by the Habitat Creation and Enhancement Works is maintained at the Gain Site or any part of the Gain Site to achieve at least the Expected Minimum Metric Biodiversity Value for the Gain Site or any part of the Gain Site

Insolvency Event

one of the following:

- (a) a winding up order is made by the Court;

- (b) an administrator is appointed pursuant to the provisions of Schedule B1 of the Insolvency Act 1986;
- (c) a receiver, liquidator provisional liquidator, administrative receiver is appointed in respect of it or any of its assets;
- (d) a resolution is passed for its winding up, liquidation or reorganisation (save for the purposes of a solvent reorganisation); or
- (e) an order is made for a moratorium under Part A1 and Schedule ZA1 of the Insolvency Act 1986.

Monitoring Report monitoring reports to be issued to the Responsible Body as specified in the monitoring plan at Schedule 3.

Monitoring Fees the fees set out in paragraph 1 of Schedule 2.

Parties the Gain Site Operator and the Responsible Body and the word 'Party' shall mean any one of them.

Plan the plan attached at Appendix 1.

Remaining BNG Capacity the available BNG Capacity on the Biodiversity Gain Site Register which can be Allocated to a development.

Sale/Sold the allocation of any Biodiversity Unit or part thereof to a third party for a monetary value following full payment of the balance payable following an earlier deposit payment.

Secretary of State the secretary of state for the department of food and rural affairs.

Transfer/Transferred the allocation of any Biodiversity Unit or part thereof to a third party for any arrangement other than a monetary value.

Variation Event any of the following events that would have a material impact on the calculation of any un-Allocated Biodiversity Net Gain:

- (a) a change in Natural England's guidance or policies;
- (b) a change in scientific opinion based on evidence;
- (c) a change in industry practices or in the generally accepted calculation methods for the type or extent of land required to achieve Biodiversity Net Gain;
- (d) the Biodiversity Metric is amended, updated, or replaced by Natural England and/or DEFRA;
- (e) the Gain Site becomes designated under law or is otherwise encumbered by any right which would be incompatible with the Biodiversity Net Gain or any existing Allocation; or

- (f) such other event as may be agreed between the Parties as constituting a Variation Event.

Working Day any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and **Working Days** shall be construed accordingly.

- 1.2 Clause headings shall not affect the interpretation of this Conservation Covenant.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to this Conservation Covenant or to any other deed or document referred to in this Conservation Covenant is a reference to this Conservation Covenant or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Conservation Covenant) from time to time.
- 1.7 References to recitals, clauses, schedules, paragraphs, appendices and plans are to the recitals, clauses, plans and paragraphs to the schedules and appendices of this Conservation Covenant. For the avoidance of doubt all schedules and appendices attached to this Conservation Covenant form part of this Conservation Covenant and are legally binding.
- 1.8 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.9 References to any party to this Conservation Covenant shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Responsible Body the successors to its statutory functions.
- 1.10 Any obligation, covenant, undertaking or agreement by any party to this Conservation Covenant not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit, procure or allow the doing of that act or thing.
- 1.11 Where the agreement consent approval or satisfaction of the Responsible Body or the Gain Site Operator is required under the terms of this Conservation Covenant such agreement consent approval or satisfaction shall not be unreasonably withheld or delayed.
- 1.12 If any provision or part-provision of this covenant is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 1.12 shall not affect the validity and enforceability of the rest of this Conservation Covenant.
- 1.13 The covenant constitutes the whole agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties relating to its subject matter.

2 Statutory Provisions

- 2.1 This Conservation Covenant is made pursuant to Section 117 of the 2021 Act with the intention that it is a Conservation Covenant between the Gain Site Operator and the Responsible Body.
- 2.2 This Conservation Covenant requires the Gain Site Operator to undertake the requirements and covenants in Schedule 1 on the Gain Site and permits the Responsible Body to undertake the requirements on the Gain Site in Schedule 1 and Schedule 3 in the events set out in those schedules which are of a qualifying kind.
- 2.3 The Parties agree that the Gain Site Operator's interest in the Gain Site is a qualifying estate pursuant to section 117(4) of the 2021 Act.
- 2.4 The purpose of the provisions of this Conservation Covenant is to have a Conservation Purpose for the Covenant Period and to provide a Biodiversity Net Gain on the Gain Site.
- 2.5 The Parties intend that this Conservation Covenant is to be for the public good.

3 Gain Site Operator's Consent

- 3.1 The parties acknowledge that the Responsible Body enters into this agreement after reviewing the title documentation, ecological reports and surveys provided to the Responsible Body by the Gain Site Operator and after completing its own due diligence checks on the viability of the proposals for the Gain Site in the Habitat Management and Monitoring Plan from those documents.
- 3.2 The Gain Site Operator agrees that if it unreasonably fails to provide information that it has knowledge of from the date of this agreement to the end of the Covenant Period relating to the land and/or title of the Gain Site which could affect the viability of the proposed habitat creation and or enhancement AND which then results in any loss to the Responsible Body, then the Client shall accept liability and compensate the Responsible Body for any such loss.
- 3.3 The Gain Site Operator covenants with the Responsible Body so as to bind its interest in the Gain Site as set out in Schedule 1 of this Conservation Covenant.

4 Release of Gain Site from the Obligations Contained In This Conservation Covenant

- 4.1 The Gain Site Operator may modify or discharge all or part of the Gain Site from the obligations contained in this Conservation Covenant by giving notice to the Responsible Body (the **Release Notice**) where, at the date of the Release Notice no Biodiversity Units have been realised from that part of the Gain Site to be released or no Biodiversity Units realised from the Gain Site have been Sold or Transferred from that part of the Gain Site to offset development impacts to comply with a planning policy requirement or to comply with Schedule 7A of the 1990 Act or to comply with this Conservation Covenant.
- 4.2 Where the Release Notice has been given in accordance with the provisions of clause 4.1 and requests release of all of the Gain Site the Parties shall enter into a Deed of Release in the form contained in Appendix 2 as soon as is reasonably possible and the Responsible Body shall within five (5) Working Days of completion of the Deed of Release seek to secure the release of this Conservation Covenant from its registration as a local land charge from the Land Registry.

- 4.3 Where the Release Notice is given in accordance with clause 4.1 and requests release of part of the Gain Site the Parties may modify the Gain Site by agreement in the form of a Gain Site Deed of Variation.
- 4.4 Where the Release Notice is given in accordance clause 4.1, the Responsible Body shall confirm within twenty (20) Working Days whether it accepts the details contained in the Release Notice and the Parties shall acting reasonably seek to agree to release the covenants and obligations within this Conservation Covenant on such part of the Gain Site:
- 4.4.1 as has not been realised to create any Biodiversity Units in favour of a Biodiversity Unit Purchaser or
- 4.4.2 as relates to Biodiversity Units realised from the Gain Site which have not at the date of Release Notice been Sold or Transferred and will not be Sold or Transferred in the future,

in either case in accordance with all relevant details of that part of the Gain Site submitted by the Gain Site Operator to the Responsible Body.

- 4.5 Where the Responsible Body and the Gain Site Operator agree to release the covenants and obligations contained in this Conservation Covenant on part of the Gain Site in accordance with clause 4.4 or following resolution of a Dispute in accordance with clause 10 following the completion of a Gain Site Deed of Variation the Responsible Body shall within five (5) Working Days of the date of the Gain Site Deed of Variation update or replace the entry regarding the Gain Site as a local land charge with the Gain Site Deed of Variation to the Land Registry.

5 **Miscellaneous Provisions**

- 5.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Conservation Covenant after parting with all of its interest in the Gain Site, or parting with its interest in that part of the Gain Site to which the relevant covenants, restrictions or obligation relates save in respect of any breach subsisting prior to parting with such interest.
- 5.2 Insofar as any provision of this Conservation Covenant is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Conservation Covenant.

6 **Transitional Period**

The Parties shall, acting reasonably and in good faith, and at the request of the Gain Site Operator, agree such variations to this Conservation Covenant as shall be required by the Gain Site Operator and or the Responsible Body in order to achieve registration of the Gain Site on the Gain Site Register and to enable the Sale and Transfer of Biodiversity Units in accordance with the 2021 Act, the 1990 Act and such other regulations enacted pursuant to them regarding Biodiversity Net Gain.

7 **Local Land Charge**

This Conservation Covenant is a local land charge and application for registration shall be sent to the Land Registry or applicable local authority by the Responsible Body within three business days of execution of this Conservation Covenant.

8 **Interest on Late Payment**

Any sum or amount that has not been paid to the Responsible Body by the date it is due under the terms of this Conservation Covenant shall accrue interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

9 **Disputes**

- 9.1 The Parties shall act in good faith to resolve any dispute, claim or proceeding arising out of or relating to this Conservation Covenant (a **Dispute**) and where applicable in accordance with clause 9.2.
 - 9.2 The Parties agree and acknowledge that no Party shall be liable for the breach of any covenant contained in this Conservation Covenant including those relating to the Habitat Creation and Enhancement Works, the Habitat Maintenance Works or the Habitat Monitoring Works which arises as a direct result of a Force Majeure Event.
 - 9.3 Where the Responsible Body considers that there has been a breach of the covenants of this Conservation Covenant the Responsible Body shall:
 - 9.3.1 give written notice to the Gain Site Operator stating the nature of the breach, and the steps that it considers are required to remedy the breach (the **Initial Notice**);
 - 9.3.2 discuss with the Gain Site Operator and give the Gain Site Operator a reasonable opportunity to discuss the alleged breach;
 - 9.3.3 take into account any reasonable representations made by the Gain Site Operator in relation to the alleged breach, the proposed remedial actions and the proposed timetable for undertaking such actions.
 - 9.4 Following the steps set out at clause 9.3, the Responsible Body will give written notice to the Gain Site Operator detailing the breach of this Conservation Covenant, the steps it requires to be taken to remedy the breach and the timetable for undertaking such actions.
 - 9.5 If after a period of three (3) months from the date the Responsible Body served the Initial Notice referred to at clause 9.3.1 on the Gain Site Operator and in accordance with clause 9.3 of this Conservation Covenant, the Responsible Body and the Gain Site Operator have been unable to agree on the issues the Parties or either Party may refer the issue(s) to an Expert in accordance with clause 10.
 - 9.6 If the Gain Site Operator does not disagree with the Initial Notice and does not use reasonable endeavours to remedy the breach in accordance with the written notice at clause 9.4 within thirty (30) Working Days, the Responsible Body will be able to pursue all legal remedies.
- ## 10 **Expert Determination**
- 10.1 If at any time the Responsible Body acting reasonably notifies the Gain Site Operator in writing that it believes that a Fundamental Breach has arisen and the Fundamental Breach has not been remedied as per clause 9 then the Gain Site Operator may be required to pay to the Responsible Body within thirty (30) Working Days of the date of such notification a sum which the Responsible Body estimates to be reasonably necessary to make good the Fundamental Breach subject to clause 10.2.

- 10.2 This is unless the Gain Site Operator disputes the sum proposed by the Responsible Body in which case this dispute shall be determined in accordance with clause 10.3 of this Agreement and payment shall then be made in accordance with the determination of the dispute and within thirty (30) Working Days of such determination.
- 10.3 In the event of:
 - 10.3.1 a Dispute as to whether or not a Party is, where applicable, performing its obligations, or exercising its rights in this Conservation Covenant; or
 - 10.3.2 any other type of Dispute where the disputing parties agree that Expert dispute resolution is appropriate,clauses 10.4 to 10.9.5 shall apply.
- 10.4 If a Dispute to which clause 10.3 applies has not been resolved within twenty (20) Working Days the Parties shall use reasonable endeavours to agree the identity of an Expert and instruct an Expert jointly.
- 10.5 In the event the Parties cannot agree on the identity of an Expert, then after 20 (twenty) Working Days from the date of seeking to agree an Expert either Party may refer the Dispute to an Expert whose decision shall be final and binding on the Disputing Parties in the absence of manifest error and their costs shall be payable by the Disputing Parties in such proportion as the Expert shall determine and failing such determination shall be borne by the Disputing Parties in equal shares.
- 10.6 Any Expert shall be appointed by agreement of the Parties or otherwise by:
 - 10.6.1 the President (Vice President) of CIEEM where the matter concerns ecology;
 - 10.6.2 the President (or Deputy) of the Law Society where the matter concerns the construction or meaning of this Conservation Covenant (or related document); and
 - 10.6.3 the President (or Deputy) of the Royal Institute of Chartered Surveyors in all other circumstances
- 10.7 Unless the Expert shall direct to the contrary, not more than twenty (20) Working Days after their appointment the Disputing Parties shall exchange and copy to the Expert written summaries of their cases together with a bundle of key documents relied upon.
- 10.8 The Gain Site Operator shall permit the Expert to visit the Gain Site unaccompanied and the Parties agree that the Expert may call for such written evidence from the Disputing Parties as they may require.
- 10.9 The terms of appointment for the Expert shall include the following terms:
 - 10.9.1 that Expert shall not, unless they direct to the contrary, hear oral representations from any Disputing Party;
 - 10.9.2 that the Expert shall fully consider all submissions and evidence when making their decision;
 - 10.9.3 any decision shall be in in writing and reasons for the decision shall be given;

10.9.4 that the Expert shall use all reasonable endeavours to give their decision and the reasons for it as speedily as possible and in any event within thirty (30) Working Days of their receipt of the bundle referred to at 10.7;

10.9.5 that any Expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to all Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute.

11 **No Fetter of Discretion**

Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Responsible Body under all statutes, statutory instruments, orders and regulations in the exercise of its functions as a Responsible Body.

12 **Waiver**

No waiver (whether express or implied) by the Responsible Body of any breach or default by the Gain Site Operator performing or observing any of the obligations, terms or conditions of this Conservation Covenant shall constitute a continuing waiver and no such waiver shall prevent the Responsible Body from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Parties.

13 **Notices**

13.1 Any notice or other communication to be given under this Conservation Covenant must be in writing and must be:

13.1.1 delivered by hand;

13.1.2 sent by pre-paid first class post or other next Working Day delivery service;

13.1.3 by commercial courier; or

13.1.4 by email, and where received after 4pm on a Working Day is deemed to be received on the next Working Day at 9am or where sent on a non- Working Days shall be deemed to be received on the next Working Day at 9am.

13.2 Any notice or other communication to be given under this Conservation Covenant must be sent to the relevant Party:

13.2.1 in the case of the Responsible Body for the attention of Tim Graham or his replacement or any Director of RSK Biocensus Limited at the address contained in this Conservation Covenant;

13.2.2 in the case of the Gain Site Operator to Alexa Culver or her replacement or any Director of EBL HB Limited at the registered address for the Gain Site Operator from time to time,

or as otherwise specified in writing by the Parties to each other from time to time.

13.3 Any notice or other communication given in accordance with this clause will be deemed to have been received:

13.3.1 if delivered by hand, on signature of a delivery receipt **Provided That** if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been

received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

13.3.2 if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or

13.3.3 if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

14 **Cancellation of Land Charges Entries**

14.1 On the written request of the Gain Site Operator at any time after each or all of the obligations in this Conservation Covenant have been performed or otherwise discharged (and subject to the payment of the Responsible Body's proper costs) the Responsible Body will issue a written confirmation of such performance or discharge **Provided That** the Responsible Body is satisfied that such obligations have been performed in full.

14.2 Following the Responsible Body's satisfaction pursuant to clause 14.1 that performance and full satisfaction of all the terms of this Conservation Covenant have been satisfactorily carried out or if this Conservation Covenant is determined other than in the circumstances set out in clause 4.2 and 4.4 of this Conservation Covenant the Responsible Body shall on the written request of the Gain Site Operator seek to secure cancellation of all entries made in the local land charges register in respect of this Conservation Covenant by the Land Registry.

15 **Third Party Rights**

A person who is not a party to this Conservation Covenant shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Conservation Covenant.

16 **Jurisdiction**

This Conservation Covenant is governed by and interpreted in accordance with the law of England.

17 **Mortgagees**

17.1 This Conservation Covenant shall not be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge over the whole or part of the Gain Site unless and until such mortgagee or chargee is in possession of the Gain Site or that part of the Gain Site over which it has a mortgage or charge, in which case it too will (in respect of the Gain Site or relevant part of the Gain Site over which it has a mortgage or charge) be bound by the obligations as if it were a party deriving title from the Gain Site Operator.

17.2 For the avoidance of doubt, any buyer purchasing the Gain Site or any part of it from the mortgagee or chargee exercising a power of sale shall be bound by the terms of this Conservation Covenant.

18 **Conditionality**

This Conservation Covenant shall come into effect upon the date of this Conservation Covenant.

19 **Termination**

- 19.1 Subject to clause 19.2, the Responsible Body may at its sole discretion terminate this Conservation Covenant where either:
- 19.1.1 a Fundamental Breach has occurred (and has not been remedied in accordance with this Conservation Covenant); or
 - 19.1.2 an Insolvency Event has occurred in relation to the Gain Site Operator.
- 19.2 This Conservation Covenant may be otherwise terminated only in respect of any Biodiversity Units realised from the Gain Site which have not yet been Sold or Transferred in accordance with clause 4 or in respect of land within the Gain Site from which no Biodiversity Unit has been realised in accordance with clause 4.
- 19.3 In the event the Responsible Body elects to terminate this Conservation Covenant pursuant to clause 19.1 the Gain Site Operator or in the case of an Insolvency Event the Gain Site Operator's administrator, liquidator or receiver shall seek to modify or release that part of the Gain Site by entering into a deed of variation to this Conservation Covenant.

20 **Insurance**

- 20.1 The Gain Site Operator shall at its own expense maintain insurance in respect of all third party liability risks in relation to the Gain Site to provide cover in respect of each and every claim of not less than ten (10) million pounds.
- 20.2 The Gain Site Operator shall provide evidence that such insurance has been effected and shall provide a copy of the insurance to the Responsible Body prior to the Sale of the first Biodiversity Unit and thereafter upon the reasonable request of the Responsible Body.
- 20.3 The Gain Site Operator shall ensure that the insurance approved in accordance with clause 20.1 shall be kept in place for the Covenant Period.

21 **Limitation of Liability**

- 21.1 The restrictions on liability in this clause 21 apply to every liability arising under or in connection with this Conservation Covenant including liability in contract, tort (including negligence), misrepresentation, restitution, under any indemnity or otherwise.
- 21.2 Nothing in these clauses shall limit or exclude either party's liability for death or personal injury resulting from negligence, for fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for either party to restrict or exclude liability.
- 21.3 Subject to clauses 21.1 and 21.2, the Responsible Body's total liability under or in connection with this Conservation Covenant, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the level of the Monitoring Fees.
- 21.4 Except as set out in these clauses, all warranties, conditions and other terms whether express or implied by statute, or common law or otherwise are, to the fullest extent permitted by law, excluded from this Conservation Covenant.
- 21.5 This Conservation Covenant shall not be enforceable against:
- 21.5.1 any statutory undertaker who acquires any part of the Gain Site or interest therein for the exclusive purpose of carrying out their statutory undertaking; or

- 21.5.2 any person whose only interest in the Gain Site or any part of it is in the nature of the benefit of an easement or covenant, or as the Gain Site Operator of the sub-soil of any highway within the Gain Site.

22 **Assignment**

- 22.1 The Responsible Body may novate, assign or otherwise deal or dispose of the benefit or burden of its interests in this Conservation Covenant to an Alternative Responsible Body or the Secretary of State.
- 22.2 The Gain Site Operator shall enter at the Responsible Body's cost, such costs to be reasonable and proper, into a deed of novation in a form reasonably required by the Responsible Body and the Alternative Responsible Body or the Secretary of State as relevant.
- 22.3 Where the Responsible Body does not proceed by way of a novation, the Gain Site Operator shall procure a deed of covenant from the Alternative Responsible Body or the Secretary of State (as relevant) in a form as reasonably required by the Responsible Body, agreeing from then on to be bound by and to perform and observe the obligations of the Responsible Body contained in this Conservation Covenant as if this Conservation Covenant had originally been the Alternative Responsible Body or the Secretary of State. Upon entering into such deed of covenant, the Responsible Body shall be released from all future liability to observe and perform its obligations under this Conservation Covenant.

This Conservation Covenant has been executed as a deed, is delivered, and takes effect on the date stated at the beginning of it.

Schedule 1

1 Covenants by the Gain Site Operator

- 1.1 The Gain Site Operator covenants with the Responsible Body with the intent to bind the Gain Site to observe and perform the covenants, restrictions and obligations contained in this Conservation Covenant from the duration of this Conservation Covenant until the end of the Covenant Period as applicable in relation to that Biodiversity Unit on the Gain Site subject always to paragraph 1.2 below.
- 1.2 The Gain Site Operator covenants with the Responsible Body that from the date of this Conservation Covenant and for the duration of the Covenant Period not to encumber or otherwise deal with its interest in the Gain Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Conservation Covenant are rendered impossible to carry out and to use the land in accordance with the Habitat Management and Monitoring Plan(s).
- 1.3 The Gain Site Operator covenants that there are no other interests (legal or equitable) or of a 'qualifying estate' (as defined by section 117(4) of the 2021 Act) in the Gain Site at the date of this Conservation Covenant save for the freehold interest held by the Landlord who is not party to this Conservation Covenant.
- 1.4 The Gain Site Operator covenants that it has undertaken detailed ecological, geographical, geological, hydrological and regulatory studies as necessary, or other studies as requested by the Responsible Body, to determine that no part of the Gain Site is subject to any constraints which would be reasonably capable of affecting its suitability as a Gain Site for the Conservation Purpose and realisation of biodiversity gains for the duration of the Covenant Period.

2 Right of Access

- 2.1 The Gain Site Operator will allow the Responsible Body a right of entry to the Gain Site (including rights of access over any other land that the Gain Site Operator has rights over to access the Gain Site as required) and permit the Responsible Body at all reasonable times subject to at least three (3) Working Days' prior notice to enter on the Gain Site (and other land over which the Gain Site Operator has access over to access the Gain Site) with or without vehicles and machinery for the purpose of:

- 2.1.1 inspecting the Gain Site (or necessary part thereof) and assessing compliance with this Conservation Covenant and the Habitat Management and Monitoring Plan; and
- 2.1.2 (at the sole discretion of the Responsible Body to elect) carrying out any obligations that the Responsible Body may choose to perform or observe in the place of the Gain Site Operator, during the continuance of this Conservation Covenant subject always to:
 - (a) there being an ongoing material breach of the obligations contained in this Conservation Covenant,
 - (b) the Responsible Body first complying with clause 9.3 and in relation only to an ongoing material breach that has not been remedied; or
 - (c) an Insolvency Event having occurred in relation to the Gain Site Operator; and

in either case of paragraph 2.1.2(b) or 2.1.2(c) the Responsible Body agreeing a time of entry to the Gain Site with the Gain Site Operator along with providing written notice to the Gain Site Operator as to the obligation(s) the Responsible Body is electing to perform or observe.

- 2.1.3 Without prejudice to any other rights or remedies, the Responsible Body reserves the right to charge the Gain Site Operator for its additional costs and time incurred if there are any access restrictions that may affect access to a site or Responsible Body's ability to perform the Services that the Client has not notified to the Responsible Body in writing prior to the Responsible Body's attendance to the site.

3 Replacement Gain Site Operator

- 3.1 Until the covenants, restrictions and obligations in this Conservation Covenant have been complied with, the Gain Site Operator shall give written notice to the Responsible Body twenty (20) Working Days prior to the proposed date of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Gain Site. Such notice shall contain the following details:
- 3.1.1 the name and address of the person/company/company registration to whom the disposition is to be made;
 - 3.1.2 the nature and extent of the interest disposed of together with a plan identifying the area of Gain Site; and
 - 3.1.3 confirmation that it has undertaken reasonable and diligent enquiries to ascertain whether any conflict of interest could arise with the proposed person taking the conveyance, transfer, lease, assignment, mortgage or other disposition referred to in this paragraph 3.1 and the Responsible Body **Provided That** this obligation shall not apply to a statutory undertaker acquiring an interest in the Gain Site for the purposes of its undertaking.
- 3.2 Until the covenants, restrictions and obligations in this Conservation Covenant have been complied with, the Gain Site Operator shall give written notice to the Responsible Body no longer than ten (10) Working Days after the date of any conveyance, transfer, lease, assignment, mortgage or other disposition is entered into in respect of all or any part of the Gain Site. Such notice shall contain the details set out in paragraphs 3.1.1 to 3.1.3 inclusive.
- 3.3 Upon one or more of the following events occurring:
- 3.3.1 an Insolvency Event;
 - 3.3.2 the forfeiture, surrender or deemed surrender of the Gain Site Operator's lease of the Gain Site; or
 - 3.3.3 the Gain Site Operator ceases trading for any other reason, with the exception of an acquisition or merger of the Gain Site Operator by another company where the new or newly merged company continues to fulfil the obligations contained in this Conservation Covenant,

the procedure in 3.4 shall apply

- 3.4 Upon an event occurring in 3.3:

- 3.4.1 the Responsible Body shall use reasonable endeavours to novate this Conservation Covenant in favour of the then freehold owner of the Gain Site;
- 3.4.2 where a successful novation occurs in accordance with paragraph 3.4.1 the Responsible Body shall release the then applicable Bond Sum to the new party responsible for delivering the obligations of the Gain Site Operator for the remainder of the Covenant Period; and
- 3.4.3 where a successful novation does not occur in accordance with paragraph 3.4.1, this Conservation Covenant shall be released in full in accordance with clause 4 and the Bond Sum shall be applied by the Responsible Body to the purchase of alternative Biodiversity Units or to the creation of new habitat for the purpose of biodiversity enhancement by the Responsible Body with the purpose of delivering the aim of this Conservation Covenant as far as reasonably possible after having deducted its reasonable and proper costs incurred or expected to be incurred in complying with its obligations in this clause 3.4.

4 **Habitat Creation Works**

- 4.1 The Gain Site Operator covenants with the Responsible Body to:
 - 4.1.1 notify the Responsible Body in writing of the Commencement Date within 10 Working Days of it occurring;
 - 4.1.2 at the latest within twelve (12) calendar months of any completed Sale or Transfer of any Biodiversity Unit to commence the Habitat Creation and Enhancement Works on the part of the Gain Site allocated in relation to the Sale or Transfer of that Biodiversity Unit;
 - 4.1.3 complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan;
 - 4.1.4 notify the Responsible Body in writing within ten (10) Working Days of the Habitat Creation and Enhancement Works Completion Date for the part of the Gain Site relating to such Sale or Transfer as set out in paragraph 4.1.2 above (the **Gain Site Operator's Notice**) and where the Responsible Body considers the Habitat Creation and Enhancement Works have not been completed or there are defects, the Responsible Body shall notify the Gain Site Operator in writing;
 - 4.1.5 rectify any defect notified by the Responsible Body and invite further inspection or investigation by the Responsible Body until the Responsible Body issues a Certificate of Completion;
 - 4.1.6 upon receiving the Certificate of Completion from the Responsible Body, maintain the Gain Site in accordance with the Habitat Management and Monitoring Plan for a period of not less than 30 years from the Completion Date;
 - 4.1.7 keep a record of the commencement date of each element of the Habitat Creation and Enhancement Works on that part(s) of the Gain Site;
 - 4.1.8 provide a Monitoring Report to the Responsible Body within 20 (twenty) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan and the Responsible Body's Monitoring Plan in Schedule 3;

- 4.1.9 register the Gain Site on the Biodiversity Gain Site Register at any time but no later than when the first application for Allocation is made; and
- 4.1.10 notify the Responsible Body in writing of the date of any registration on the Gain Site Register within 10 Working Days of it occurring.
- 4.2 At all times from the Commencement Date at the Gain Site and throughout the Covenant Period in respect of any Sold or Transferred Biodiversity Unit(s) or available for Sale or Transfer from the Gain Site the Gain Site operator shall:
 - 4.2.1 at all times ensure that the employees or contractors of the Gain Site Operator carrying out the Habitat Creation and Enhancement Works the Habitat Maintenance Works and the Habitat Monitoring Works are supervised by members of the CIEEM, and
 - 4.2.2 provide sufficient proof of funds in writing to the Responsible Body on request from time to time to deliver the relevant Habitat Creation and Enhancement Works and Habitat Maintenance Works and Habitat Monitoring Works then required to be delivered.

5 **Monitoring Requirements**

- 5.1 The Gain Site Operator shall ensure that the Responsible Body is fully briefed and provided with all necessary information, documentation, GIS (Geographic Information System) data, materials and equipment to be able to perform the Responsible Body's obligations and shall cooperate with Responsible Body in all matters relating to this agreement.
- 5.2 The Gain Site Operator shall ensure that all information, documentation, GIS (Geographic Information System) data, and materials provided to The Responsible Body are complete and accurate in all material respects and the Gain Site Operator acknowledges that the Responsible Body shall rely upon any and all information, documentation and materials provided by the Gain Site Operator.
- 5.3 The Gain Site Operator covenants to submit to the Responsible Body a Habitat Condition Assessment Report on the anniversary of the first Habitat Creation and Enhancement Completion Date relating to the Gain Site and for the entirety of the Covenant Period in respect of the whole Gain Site for the purposes of monitoring the Habitat Maintenance Works and the Habitat Monitoring Works.
- 5.4 The Monitoring Pack shall contain:
 - 5.4.1 an up to date Biodiversity Unit Sale Register;
 - 5.4.2 a detailed log setting out the management and monitoring actions carried out at the Gain Site pursuant to the Habitat Management and Monitoring Plan and, in years where condition assessments have been completed, Habitat Condition Assessment Reports;
 - 5.4.3 the Habitat Condition Assessment Report in relation to any part of the Gain Site from which Biodiversity Units have been realised within the 12 (twelve) months following the first Habitat Creation and Enhancement Completion Date and thereafter in accordance with the Habitat Management and Monitoring Plan and the monitoring provisions at Schedule 3

- 5.5 In the event the Responsible Body (acting reasonably) is of the view that a Habitat Condition Assessment Report indicates that the Habitat Management and Monitoring Plan is not meeting the Expected Minimum Metric Biodiversity Value it shall notify the Gain Site Operator to that effect setting out its reasons for holding such opinion as soon as reasonably practicable after the review and, in any event, within eight (8) weeks of the review.
- 5.6 Following receipt of any written notice from the Responsible Body to submit to the Responsible Body for approval revisions to the Habitat Management and Monitoring Plan in order to meet the Expected Minimum Metric Biodiversity Value (the **Habitat Management and Monitoring Plan Remedial Measures**) that are designed to ensure the aims of the Habitat Management and Monitoring Plan can be met, and
- 5.6.1 this will include such further revisions as are reasonably required by the Responsible Body until such time as the Habitat Management and Monitoring Plan Remedial Measures are approved in writing by the Responsible Body;
- 5.6.2 the Gain Site Operator shall implement the approved Habitat Management and Monitoring Plan Remedial Measures as soon as reasonably practicable after they have been approved by the Responsible Body.
- 5.7 In the event the Responsible Body does not respond to the relevant Habitat Condition Assessment Report submitted pursuant to paragraph 5.3 above within forty (40) Working Days of submission by the Gain Site Operator the Habitat Condition Assessment Report shall be deemed to indicate that the Habitat Management and Monitoring Plan are being complied with and that no such remedial measures are required.
- 5.8 The Gain Site Operator agrees to assess the Gain Site using the Biodiversity Metric.

6 **Sale or Transfer of Units**

Within 30 (thirty) Working Days following the completed Sale or Transfer of each Biodiversity Unit, the Gain Site Operator shall:

- 6.1 issue a Biodiversity Unit Sale or Transfer Certificate to the Biodiversity Unit Purchaser as evidence of completed Sale or Transfer of such relevant Biodiversity Unit and shall supply a certified copy to the Responsible Body;
- 6.2 update all aspects of the Biodiversity Unit Sale Register in relation to completed Sold or Transferred Biodiversity Units;
- 6.3 where the Gain Site is registered on the Gain Site Register record the completed Sale or Transfer of the Biodiversity Units on the Gain Site Register;
- 6.4 supply electronic copies of the updated Biodiversity Unit Sale Register to the Responsible Body upon the written request of the Responsible Body;
- 6.5 comply with all statutes laws and regulations including obtaining any necessary planning permissions or other regulatory consents or licences in the delivery of the Habitat Creation and Enhancement Works, the Habitat Maintenance Works and the Habitat Monitoring Works; and
- 6.6 not undertake or permit intentional activities on the Gain Site that will lower baseline value of the Gain Site on 21 October 2022 being the date the baseline habitat at the Gain Site was assessed reflecting the type size and condition of each habitat within the Gain Site (in

Biodiversity Units) prior to commencement of the Habitat Creation and Enhancement Works other than as envisaged under the Habitat Management and Monitoring Plan.

7 **Allocation**

7.1 The Gain Site Operator agrees to notify the Responsible Body when:

7.1.1 any BNG Capacity is first Allocated; and

7.1.2 the BNG Capacity has been fully Allocated.

7.2 The Gain Site Operator agrees not to Allocate any BNG Capacity:

7.2.1 while an application to amend the Registration is pending; and

7.2.2 unless the Allocation is recorded on the Biodiversity Gain Site Register; and the Remaining BNG Capacity as recorded on the Biodiversity Gain Site Register is sufficient to fulfil any such an Allocation.

8 **Revisions to the Habitat Management and Monitoring Plan**

8.1 At any time in the event that the Habitat Management and Monitoring Plan requires amendment, the Gain Site Operator will write to the Responsible Body setting out the details of the amendment(s) for the Responsible Body's written approval and the Gain Site Operator shall repeat such procedure until the Habitat and Management Plan and/ or Habitat Creation and Enhancement Works (as relevant) are approved by the Responsible Body acting reasonably.

8.2 In accordance with the provisions of clause 4 of this Conservation Covenant, the Gain Site Operator shall be entitled to submit a revised Habitat Management and Monitoring Plan which shall reflect only the number of Biodiversity Units Sold or Transferred at the date of the notice given in accordance with clause 4.2 and subject to the provisions of clause 4.3.

8.3 The provisions of this Schedule shall thereafter apply to that revised Habitat Management and Monitoring Plan with the Expected Minimum Metric Biodiversity Value to reflect the number of Biodiversity Units Sold or Transferred at the date of the notice given in accordance with clause 4.2 **And For The Avoidance Of Doubt** may include a reduction in the size of the Gain Site to reflect the part of the Gain Site released from being bound by the covenants and obligations within this Conservation Covenant in accordance with the provisions of clause 4.3.

8.4 Where the Responsible Body agrees (or the Expert determines) that an amended Habitat Management and Monitoring Plan is approved under paragraph 8.1 of this Schedule, to:

8.4.1 apply to amend the Registration as soon as reasonably practicable where necessary to reflect the BNG Capacity or Remaining BNG Capacity under the amended or replacement Habitat Management and Monitoring Plan; and

8.4.2 keep the Responsible Body informed of the progress of the application and take all reasonable steps to conclude it (including correcting and re-submitting it where necessary).

9 **Recalculation of BNG Capacity**

In the event that:

- 9.1 more Biodiversity Units have been realised from the Gain Site than the Expected Minimum Metric Biodiversity Value before the end of the Covenant Period, or
 - 9.2 a Variation Event occurs and there is un-Allocated BNG Capacity
- then the Gain Site Operator covenants:
- 9.2.1 not to further Allocate any Remaining BNG Capacity until the Remaining BNG Capacity is agreed with the Responsible Body;
 - 9.2.2 to notify the Responsible Body of its calculation of the Remaining BNG Capacity and submit it to the Responsible Body for approval;
 - 9.2.3 to allocate the Remaining BNG Capacity on the revised basis; and
 - 9.2.4 to ensure the Biodiversity Gain Site Register in respect of the Gain Site to reflects the revised Remaining BNG Capacity as soon as reasonably practicable

Provided that in the event of a dispute over the calculation of the Remaining BNG Capacity either Party may refer the matter to an Expert for determination as per clause 10 of this Conservation Covenant.

10 **Bond**

- 10.1 The Gain Site Operator covenants with the Responsible Body to procure a Bond for the Bond Sum with RSK Biocensus Limited as the named beneficiary on the following terms.
- 10.2 The Gain Site Operator covenants with the Responsible Body to provide confirmation and evidence of the Bond's creation within 10 Working Days of the date of the Certificate of Completion.
- 10.3 Where any events in clause 3.3 occur in relation to the Gain Site Operator, it shall allow the Responsible Body to call on the Bond to receive the Bond Funds as per clause 3.4 and recover any and all costs incurred or expected to be incurred in exercising its step-in rights contained in this Conservation Covenant.

11 **Monitoring Fees**

- 11.1 The Gain Site Operator shall pay to the Responsible Body the Responsible Body's reasonable and proper legal costs incurred in the preparation, negotiation and completion of this Conservation Covenant on or before the date of this Conservation Covenant.
- 11.2 The Gain Site Operator covenants with the Responsible Body to pay the Monitoring Fees in consideration of the provision of the Services by the Responsible Body, as set out in Schedule 2.

Schedule 2 Fees and Payment

1 Monitoring Fees

- 1.1 The Gain Site Operator agrees to pay the annual monitoring fees of [REDACTED] from and including the Habitat Creation and Enhancement Works Completion Date and thereafter annually throughout the Covenant Period for the services provided by the Responsible Body.
- 1.2 Any extra costs referred to in this conservation covenant incurred by the Responsible Body and agreed between the parties (including but not limited to schedule 1 paragraph 2.1.3 and schedule 3 paragraph 5) will be charged at the following rates:
- 1.2.1 [REDACTED] per hour for work done by an ecologist
- 1.2.2 [REDACTED] per hour for work done by solicitors and/or legal advisors
- 1.3 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
- 1.4 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Conservation Covenant then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

2 Bond Sum

Anniversary of Completion Date for Habitat Creation and Enhancement Works	Annual Habitat Management Budget (£)	Inflation Allowance (%)	Gain Site Monitoring Contribution (£)	Amount held in Bond (£)	Annual Spend (£)
0	[REDACTED]				
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

15	
16	
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27	
28	
29	
30	End of covenant period

Schedule 3 Monitoring Plan by the Responsible Body

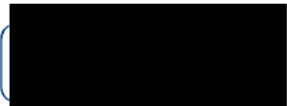
1 Monitoring by the Responsible Body

The Responsible Body will monitor the Gain Site Operator's compliance with the Habitat Management and Monitoring Plan and their proposals for the Gain Site in accordance with the following provisions:

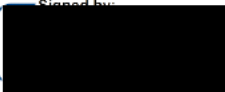
- 1.1 During years 1, 3, 5, 10, 15, 20, 25, 30 of the Covenant Period and between the months of June to September the Gain Site Operator will provide to the Responsible Body a Monitoring Pack in accordance with paragraph ~~Error! Reference source not found.~~ ~~Error!~~ ~~Reference source not found.~~ *5.4 of Schedule 1.* *mm*
- 1.2 On receipt of the Monitoring Pack by the Responsible Body, the Responsible Body will review the ecological documentation provided in the Monitoring Pack and also attend the Gain Site to carry out an inspection of the site in order to verify the contents of the monitoring pack and ensure the Gain Site Operator's compliance with the Habitat Management and Monitoring Plan as follows:
 - 1.2.1 each visit will involve a walkover survey by either a FISC level 4 botanist or qualified CIEEM member depending on the complexity of the habitat
 - 1.2.2 the site visit will take place within 12 months of receipt of the Monitoring Pack by the Responsible Body to ensure that the visit takes place in the spring or summer in the year of receipt of the Monitoring Pack.
- 1.3 Once the Responsible Body has attended the Gain Site it will review the information and complete the following:
 - 1.3.1 a risk assessment of the Gain Site Operator to include insolvency and credit checks and any other risk assessment it deems necessary;
 - 1.3.2 update of the mapping of the Gain Site in the GIS database;
 - 1.3.3 a legal review of the Habitat Management and Monitoring Plan to decide whether any amendments are necessary;
- 1.4 If the Responsible Body considers that a further site visit or survey is necessary to review whether the Gain Site Operator is complying with this Conservation Covenant and that the Habitat Management and Monitoring Plan is meeting the Expected Minimum Metric Biodiversity Value then the Responsible Body may attend the site for an extra visit at the costs set out in Schedule 2;
- 1.5 If the Responsible Body determines that Habitat Management and Monitoring Plan is not meeting the Expected Minimum Metric Biodiversity Value then Schedule 15.5 and Schedule 15.6 shall apply;
- 1.6 Where paragraph Schedule 31.5 of this Schedule 3 does not apply, the Responsible Body shall produce a compliance confirmation report for the Gain Site Operator within eight weeks following inspection (or further inspection as appropriate) and again at the end of the Covenant Period.

Executed as a deed by EBL HB Limited acting by two directors:

Catherine Spitzer
Name

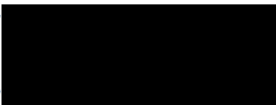

Director signature

Ruth Murray
Name


Director signature

Executed as a deed by RSK Biocensus Limited acting by:

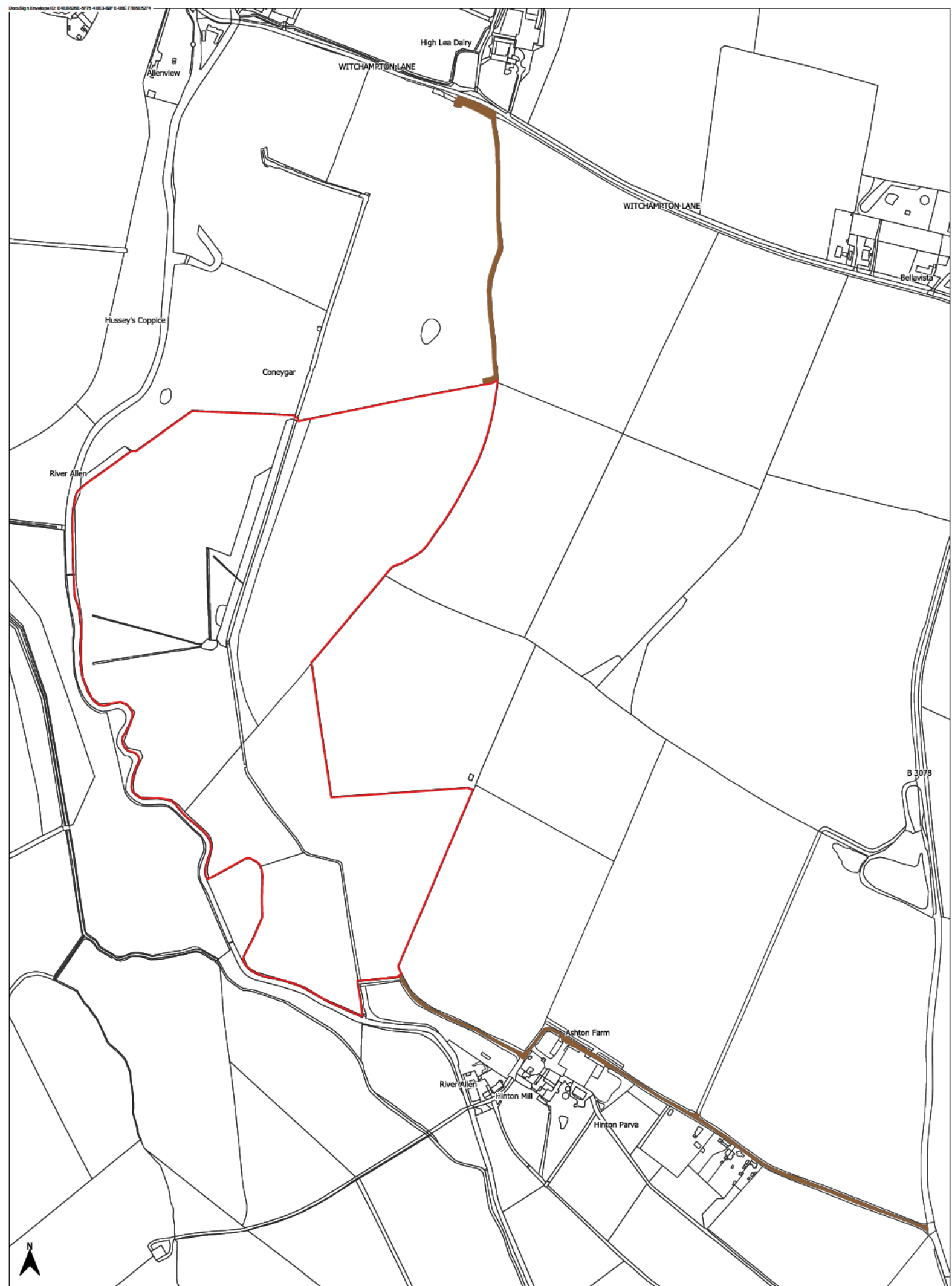
Jonathan Davies
Name


Director signature

Paola Reason
Name


Director/Secretary signature

Appendix 1 Plan



Appendix 2

Template Deed of Release

Dated

2024

Deed of [Partial] Release of Conservation Covenant

relating to [Agreement description]

(1) [Responsible Body]

(2) [Gain Site Operator]

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This Deed of [Partial] Release of Conservation Covenant is dated

20[]

Parties

- (1) **[name of person releasing the covenants]** [of **or** incorporated in England and Wales with company registration number [number] whose registered office is at] [address] (**Responsible Body**)
- (2) **[name of person bound by the covenants]** [of **or** incorporated in England and Wales with company registration number [number] whose registered office is at] [address] (**Gain Site Operator**)

Background

- (A) The Gain Site Operator is the registered proprietor of the Gain Site.
- (B) The Responsible Body is the body responsible for enforcing the terms of the Conservation Covenant (pursuant to section 119 of the Environment Act 2021).
- (C) This Deed is made pursuant to Section 127 of the Environment Act 2021 and the parties agree that this deed is intended to [release] **or** [partially release] the Gain Site Operator from the obligations contained in the Conservation Covenant.

1 Definitions

In this Deed, the following definitions apply:

Gain Site	the Gain Site Operator's land known as [description] shown [edged OR coloured OR hatched] [colour] on the Plan [and registered at HM Land Registry under title number [number]].
Conservation Covenant	the conservation covenant entered into between the Responsible Body and the Gain Site Operator dated [] 20[].
Covenants	the obligations on the Gain Site Operator contained in the Conservation Covenant [insofar as they relate to the Released Area].
Plan	the plan attached to this Deed at Appendix 1.
[Released Area]	[the area shown edged [] on plan []].
VAT	value added tax payable by virtue of the Value Added Tax Act 1994 or any similar tax levied in addition to or by way of replacement for value added tax.

2 Release

- 2.1 The Responsible Body releases [the Gain Site] **or** [the Released Area], and releases the Gain Site Operator and the Gain Site Operator's successors and predecessors in title to the [the Gain Site] **or** [the Gain Site Area] from the Covenants.
- 2.2 [For the avoidance of doubt the Covenants remain in force for the land at the Gain Site bound by the conservation covenant that has not been released by this deed.]

- 2.3 The Gain Site Operator agrees to pay the Responsible Body's reasonable legal costs in the sum of £[amount] [plus VAT (if any)] associated with the negotiation, preparation and registration of this deed.

3 **Local Land Charge**

The Responsible Body and the Gain Site Operator agree that the Responsible Body will apply to cancel the registration of the Conservation Covenant as a Local Land Charge at the Land Registry or with the relevant local authority.

4 **Governing Law and Jurisdiction**

- 4.1 This Deed and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including any non-contractual dispute or claim) is governed by, and must be construed in accordance with, the laws of England and Wales.
- 4.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or its formation (including non-contractual disputes or claims).

5 **Third Parties**

Unless stated otherwise, nothing in this Deed confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

Executed and delivered as a deed by the parties on the date appearing at the beginning of this Deed

Schedule 1 Covenants

[Set out the wording of the Covenants in full]

Executed as a deed by [*name of Responsible Body*] acting by [a director and its secretary OR two directors]:

Name

Director signature

Name

Director/Secretary signature

OR

Executed as a deed by [*name of Responsible Body*] acting by a director in the presence of:

Director

Witness signature

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a deed by [*name of Gain Site Operator*] acting by [a director and its secretary OR two directors]:

Name

Director signature

Name

Director/Secretary signature

OR

Executed as a deed by [*name of Gain Site Operator*] acting by a director in the presence of:

Director

Witness signature

Name (in BLOCK CAPITALS)

Address

Occupation

Appendix 1 Plan

[Attach any Plan]

Appendix 3

Habitat Management and Monitoring Plan

HABITAT MANAGEMENT PLAN

DOR03 – LAND AT THE GAUNTS ESTATE, DORSET

Ref: DOR03-EB-HMP

Version: 04.00

Issued: September 2024

A NEW PLAN FOR
THE PLANET

 ENVIRONMENT
BANK

Report details	
Site code	DOR03
Site name	Land at the Gaunts Estate
Report title	Habitat Management Plan
Report reference	DOR03-EB-HMP
Report version	04.00
Report author	Alex Powell (Ecologist)
Checked by	Hannah Tracey MCIEEM (Principal Ecologist)
Approved by	Tom Rothero MCIEEM (Associate Director)
Date	27/09/2024

Disclaimer

To achieve the study objectives stated in this report, we were required to base our conclusions on the best information available during the period of the investigation and within the limits prescribed by our client in the agreement. Where information is provided by others, EBL shall bear no liability in respect of any advice given on the basis of that information. No investigative method can completely eliminate the possibility of obtaining partially imprecise or incomplete information. Thus, we cannot guarantee that the investigations (date, work, interpretation of that data or work) completely defined the degree or extent of e.g., species abundances, habitat management efficacy, conservation credit calculations and hence credit requirements, described in the report.

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Management Plan Overview

The purpose of this Habitat Management Plan (HMP) is to detail the habitat creation and enhancement proposals required to achieve the target habitats on land at the Gaunts Estate (Environment Bank Ltd Ref: DOR03) (hereafter referred to as the 'Site') and shown within the red line boundary at Figure 1. The HMP will also set out the provisions for their long-term management.

The management period of at least 30 years is defined by the Environment Act 2021.

The plan is designed to be an adaptive, 'live' document and will be reviewed and amended regularly to ensure the management objectives achieve their intended aims over the 30-year management period.

Third party oversight of the HMP will be carried out by the relevant Local Planning Authority, who will review progress of the habitat bank against the proposed management objectives.

The Land Manager is responsible for implementing the management works in the HMP and reporting back progress to Environment Bank in accordance with the terms within the signed Habitat Management Agreement (HMA).

The HMP ensures that works do not adversely affect any protected species within the site and is compliant with UK Wildlife Legislation.

1 Site Information

1.1 Habitat Bank Details

- 1.1.1 Table 1 below summarises the details of the Site subject to the HMP. The Habitat Bank Site Boundary is shown on Figure 1.

Table 1: Site details

Site Details	
Site	Land at The Gaunts Estate
Address	Petersham Ln, Gaunts, Wimborne BH21 4JQ
National Grid Reference (Centroid)	ST 99094 05332
Local Planning Authority	Dorset Council
National Character Area	135 Dorset Heaths
Land Ownership	Private

1.2 Principal Contacts

- 1.2.1 Table 2 contains the contact information for the Site.

Table 2: Principal contact details

Principal contact details	
Land Owner	Sir Richard Glyn
Contact address	Gaunts Estate, Petersham Ln, Gaunts, Wimborne BH21 4JQ
Land Manager	Sir Richard Glyn

1.3 Management Context

1.3.1 Table 3 below details the management context associated with the Site and delivery of the HMP. Field numbers are provided in Figure 2.

Table 3: Management context

Management context	
Existing Management	The proposed habitat bank largely comprises of floodplain grazing pasture, other neutral grassland, modified grassland and arable land bound by mature hedgerows, scrub and woodland blocks. The Site also supports ponds, ditches, and a chalk stream runs through the centre that flows into the River Allen.
Utilities	No utility apparatus was identified within or over the Property.
Flooding	The Site falls within flood zone 2 and 3 along the River Allen.
Public Access	One permissive right of way footpath is present along the western boundary along the River Allen.
Protected Species	White-clawed Crayfish (<i>Austropotamobius pallipes</i>) are present within the River Allen adjacent to the site.
Invasive Species	No invasive species have been found to be present on Site at the time of writing.

2 Enhancement and Management Proposals

2.1 Excluded habitats

- 2.1.1 Management of existing hedgerows will remain the responsibility of the Land Owner and is outside the scope of this Habitat Management Plan. The retained hedgerows will form part of the Mixed scrub and will be managed under this habitat management regime.
- 2.1.2 The ditch running north to south in the central block of scrub will be excluded with no management prescribed.
- 2.1.3 The woodland and scrub which runs along the footpath to the west of the Site is also excluded and will remain the responsibility of the Land Owner.

2.2 Management Aims

- 2.2.1 The aims of the HMP are summarised in Table 4 below and indicative proposed habitats shown within Figure 2.
- 2.2.2 This report details the seven habitat types proposed for the Site. The target condition criteria are in line with the Statutory Biodiversity Metric (Defra, 2023) (the Metric) and are provided for each proposed habitat in Appendix A.

Table 4: Aims for each habitat proposed for the site.

Proposed habitat	Aims
DOR03-LM (Lowland meadows)	To enhance existing species-poor fields into floodplain Lowland meadows and maintain in Good condition.
DOR03-ONG (Other neutral grassland)	To enhance the existing areas of neutral grassland and to create Other neutral grassland in a Good condition.
DOR03-CFGM (Floodplain Wetland Mosaic and CFGM)	To enhance the existing floodplain grazing pasture to a Good condition.
DOR03-DTC (Ditches)	To enhance the existing ditches within the floodplain grazing pasture to Good condition.
DOR03-OBW (Other broadleaved woodland)	To retained the linear section of Other woodland; broadleaved in Moderate condition.

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Proposed habitat	Aims
DOR03-MXS (Mixed scrub)	To create new scrub habitat and enhance existing scrub habitat to Good condition.
DOR03-BRS (Bramble scrub)	To retain the existing bramble scrub.
DOR03-PND (Pond)	To retain the existing pond to Moderate condition.
DOR03-NH (Hedgerows)	To create new lengths of Species-rich native hedgerow of a Good condition.
DOR03-RVR (Other streams and rivers)	To enhance the existing stream through the centre of the site though changes to bank top encroachment within the riparian zone.

- 2.2.3 This HMP sets out the management objectives for the above management aims. Soil analysis, a hydrological assessment, and botanical surveys have been carried out prior to the implementation of creation works in order to further inform the micro-siting of habitat types and inform the habitat creation methods.

2.3 Early Works - Habitat Creation, Establishment and Management

2.3.1 Table 5 below lists the works that will be undertaken at the beginning of the lease term to create, establish and manage the habitats and fulfil the management objectives described in full and provided within Appendix A. The actions are listed sequentially across all habitats for ease of project planning. Note - the actions for both Lowland meadows and Other neutral grassland are similar.

Table 5: Creation and establishment prescriptions for all areas

Habitat	Ref	Action	Comments	Timing	Delivery body	Capital works / Management	Objective
DOR03-ALL	All	Install perimeter fencing to allow grazing	To manage the habitat and suitable for stock control.	Spring 2024	EBL	Capital works	N/A
DOR03-ALL	All	As required: Spot treat any undesirable weeds / species indicative of sub-optimal condition (e.g. nettle, thistles, docks, rush), and any invasive species present.	Prior to creation works, ecological surveys will indicate the presence of any undesirable weeds and invasive species. Methods on removal of undesirable species will depend on what requires treating. For example, docks ideally want to be treated when they just start to grow so they are can actively take herbicide to the root. Thistles on the other hand are best cut just before they flower.	When required 2023–2025	EBL	Capital works	5, 6
DOR03-LM	LM03 LM04	Cut/graze vegetation to ground level and remove arisings and harrow ready for seed sow.	Seed must make contact with bare ground to increase success rate of germination and therefore harrowing is necessary. 40-60 % bare ground should be aimed for.	August–September 2024	EBL	Capital works	1

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Habitat	Ref	Action	Comments	Timing	Delivery body	Capital works / Management	Objective
DOR03-LM	LM03	Spread green hay or sow commercial seed mix for lowland meadow indicator species, and roll (or allow grazing animals to trample) to ensure contact with ground.	Seeding prior to heavy rain or drought events should be avoided. Seed should be sown onto surface and rolled. Seed will ideally be sourced from a local green hay source, subject to one being found. If not, then a suitable commercial seed mix will be sown. Seed mix specification will be agreed with Environment Bank prior to sowing.	August–September 2024	EBL	Capital works	1
	LM04						
DOR03-ONG	ONG05 ONG06	Reduce phosphorous level within the soil; arable fields to be reverted, continued cereal crop with no additional inputs.	To reduce soil nutrients to a level suitable for the development of botanical diversity soil Phosphorus (P) should be low (Index 0 or 1).	April–September 2023	EBL	Capital Works	1
DOR03-ONG	ONG05 ONG06	Harvest crop		September 2023	EBL	Capital works	1
DOR03-ONG	ONG05 ONG06	Spray off fields to manage undesirable weeds / species indicative of sub-optimal condition (e.g. nettle, thistles, docks, rush).	Prior to creation works, ecological surveys will indicate the presence of any undesirable weeds and invasive species. Methods on removal of undesirable species will depend on what requires treating. For example, docks ideally want to be treated when they just start to grow so they are can actively take herbicide to the root. Thistles on the other hand are best cut just before they flower.	June–August 2024	EBL	Capital Works	1

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Habitat	Ref	Action	Comments	Timing	Delivery body	Capital works / Management	Objective
DOR03-ONG	ONG01	Cut vegetation to ground level and remove arisings and harrow ready for seed sow on existing grassland.	Seed must make contact with bare ground to increase success rate of germination.	August–September 2024	EBL	Capital works	1
	ONG02						
	ONG05						
	ONG06						
DOR03-ONG	ONG01	Spread green hay/brush harvested seed or sow seed mix and roll (or allow grazing animals to trample) to ensure contact with ground.	Seeding prior to heavy rain or drought events should be avoided. Seed should be sown onto surface and rolled. Seed will ideally be sourced from a local green hay source, subject to one being found. If not, then a suitable commercial seed mix will be sown. Seed mix specification will be agreed with Environment Bank prior to sowing.	August–September 2024	EBL	Capital works	1
	ONG02						
	ONG05						
	ONG06						
DOR03-CFGM	All	As required: Reduce existing scrub to <10 %	Woody scrub to be cut down and removed from site reducing total coverage to a target of 5 % Stumps can be treated with a systemic herbicide within one hour of felling to prevent re-growth. Herbicide should not be used within 1 m of the bank tops of any water body/course.	January–March 2023–2025	EBL	Capital works	3
DOR03-CFGM	All	Cut existing vegetation and collect arisings in Spring and late Summer		Spring and late Summer 2023–2024	Land Manager	Management	4
DOR03-CFGM	All	Cut vegetation to ground level and remove arisings and harrow ready for seed sow on existing grassland.	Seed must make contact with bare ground to increase success rate of germination.	August–September 2024	EBL	Capital works	1

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Habitat	Ref	Action	Comments	Timing	Delivery body	Capital works / Management	Objective
DOR03-CFGM	All	Spread green hay/brush harvested seed or sow seed mix and roll (or allow grazing animals to trample) to ensure contact with ground.	Seeding prior to heavy rain or drought events should be avoided. Seed should be sown onto surface and rolled. Seed will ideally be sourced from a local green hay source, subject to one being found. If not, then a suitable commercial seed mix will be sown. Seed mix specification will be agreed with Environment Bank prior to sowing.	August–September 2024	EBL	Capital works	1
DOR03-DTC	All	Ditch excavation	Dig out existing ditches which have filled in over time. Vegetation removed from the ditch should be left on the bank for a minimum 48hrs to allow aquatic fauna to re-enter the ditch. Works before first frosts. Any spoil will be removed from flood zone 3 and placed within proposed scrub planting within the Site.	July 2024	EBL	Capital works	6
DOR03-DTC	All	Natural establishment or seeding / plug planting	Ongoing monitoring will check diversity of species with additional seeding / plug planting if natural regeneration is poor.	May–June 2025	EBL	Capital works	2, 4

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Habitat	Ref	Action	Comments	Timing	Delivery body	Capital works / Management	Objective
DOR03-MXS	MXS01	Spray existing area of Jerusalem artichoke (<i>Helianthus tuberosus</i>).	To reduce competition.	August–September 2023	EBL	Capital works	4
DOR03-MXS	All	Sow with a mix of wildflower seed and roll.	The wildflower mix will provide a cover crop for the first three years to enable the scrub to establish and will persist within the glades. Sowing should not be undertaken during periods of prolonged drought, heavy rain, or periods of hard frost.	Spring 2024	EBL	Capital works	
DOR03-MXS	All	Plant native shrub and tree whips at a density of approximately 1500/ha.	Plant native shrub whips at mixed intervals to create a mosaic and open areas for glades to develop. Planting should not be undertaken during periods of prolonged drought or periods of hard frost.	October–December 2024	EBL	Capital works	1, 2, 6
DOR03-MXS	All	Manage competitive growth of grasses and tall herbs through strimming/cutting during first years of establishment until grazing commences.	To reduce competition and allow shrub establishment	As required 2025–2030	Land Manager	Management	2, 4
DOR03-MXS	All	Control undesirable weeds (e.g. nettle, thistles).	Methods on removal of undesirable species will depend on what requires treating. For example, docks ideally want to be treated when they just start to grow so they can actively take herbicide to the root. Thistles on the other hand are best cut just before they flower.	As required at the appropriate time for the species 2025–2054	Land Manager	Management	4

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Habitat	Ref	Action	Comments	Timing	Delivery body	Capital works / Management	Objective
DOR03-MXS	All	Replace failed planting stock.	Maintain desired scrub habitat type	October–November 2025	EBL	Capital works	1, 2
DOR03-NH	All	Prepare ground and apply mulch along 2 m strip of the proposed length to control unwanted vegetation growth that may negatively impact the establishment of newly planted whips.		September–October 2024	EBL	Capital works	5, 6
DOR03-NH	All	Plant native 2-year-old hedgerow whips in a staggered double row at 40 cm intervals at a density of 6 plants/m ² .	Planting will need to be undertaken in appropriate weather conditions, avoiding ground frost or waterlogged conditions. Guards or fencing will be used if damage from browsing deer or livestock is considered too high and cannot be controlled by other means.	November–December 2024	EBL	Capital works	1
DOR03-NH	All	Manage competitive growth of grasses and tall herbs during first years of establishment, as required.	Spraying hedgerow margins is not permitted once the hedgerow is planted.	As required 2025–2026	Land manager	Management	
DOR03-NH	All	Replace failed planting stock	Planting will need to be undertaken in appropriate weather conditions, avoiding ground frost or waterlogged conditions.	October–March 2025–2026	EBL	Capital works	

2.4 Early Works - Habitat Creation and Establishment Schedule

- 2.4.1 Table 6 below summarises the schedule of the early works actions as outlined in Table 5. Please note, this schedule assumes that three years of nutrient stripping will be sufficient to deliver the appropriate soil fertility levels prior to sowing/spreading of green hay. Should fertility levels still be too high after this year of nutrient stripping (to be confirmed through soil sampling and analysis), further nutrient stripping may be required thereby delaying the subsequent habitat establishment and management actions.

Table 6: Early works schedule

Habitat	Ref	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DOR03-ALL	All	Install perimeter fencing	2024												
DOR03-ALL	All	As required: Spot treat any undesirable weeds / species indicative of sub-optimal condition (e.g. nettle, thistles, docks, rush), and any invasive species present.	2023–2025												
DOR03-LM	All	Cut vegetation to ground level and remove arisings and Harrow ready for seed sow.	2024												
DOR03-LM	All	Spread green hay or sow commercial seed mix for lowland meadow indicator species, and roll (or allow grazing animals to trample) to ensure contact with ground.	2024												
DOR03-ONG	ONG05 ONG06	Nutrient stripping: Cereal crop production	2023												
DOR03-ONG	ONG05 ONG06	Spray off fields to manage undesirable weeds / species indicative of sub-optimal condition (e.g. nettle, thistles, docks, rush).	2024												

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Habitat	Ref	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DOR03-ONG	ONG01	Cut vegetation to ground level and remove arisings and harrow ready for seed sow on existing grassland.	2024												
	ONG02														
	ONG05														
	ONG06														
DOR03-ONG	ONG01	Spread green hay or sow seed mix and roll (or allow grazing animals to trample) to ensure contact with ground.	2024												
	ONG02														
	ONG05														
	ONG06														
DOR03-CFGM	All	As required: Reduce existing scrub to <10 %	2023-2025												
DOR03-CFGM	All	Cut existing vegetation and collect arisings in Spring and late Summer	2023–2024												
DOR03-CFGM	All	Cut vegetation to ground level and remove arisings and harrow ready for seed sow on existing grassland.	2024												
DOR03-CFGM	All	Spread green hay or sow seed mix and roll (or allow grazing animals to trample) to ensure contact with ground.	2024												
DOR03-DTC	All	Ditch excavation	2024												
DOR03-DTC	All	Natural establishment or seeding / plug planting	2025												
DOR03-MXS	MXS01	Spray existing area of Jerusalem artichoke	2023												
DOR03-MXS	All	Sow with a mix of wildflower seed and roll.	2024												

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Habitat	Ref	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DOR03-MXS	All	Plant native shrub and tree whips at a density of approximately 1500/ha.	2024												
DOR03-MXS	All	Manage competitive growth of grasses and tall herbs through strimming/cutting during first years of establishment until grazing commences.	2025–2030												
DOR03-MXS	All	Control undesirable weeds (e.g. nettle, thistles).	2025–2030												
DOR03-MXS	All	Replace failed planting stock.	2025–2026												
DOR03-NH	All	Prepare ground and apply mulch along 2 m strip of the proposed length to control unwanted vegetation growth that may negatively impact the establishment of newly planted whips.	2024												
DOR03-NH	All	Plant native 2-year-old hedgerow whips in a staggered double row at 40 cm intervals at a density of 6 plants/m ² .	2024												
DOR03-NH	All	Manage competitive growth of grasses and tall herbs during first years of establishment, as required.	2025–2026												
DOR03-NH	All	Replace failed planting stock	2025–2026												

2.5 Long Term Habitat Management

- 2.5.1 Table 7 below lists the habitat enhancement and management works that will be implemented over the management period (30 years) following the initial establishment of the habitat during the Early Works. The actions are colour coded for each project for ease of reference.

Table 7: Management prescriptions for all areas

Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03-All	All	Eradicate non-native invasive species.	Non-native invasive species, as listed in Schedule 9 of the W&CA. Treatment and removal of non-native invasive species should follow best practice and adhere to current species-specific guidance and may require engagement of specialist contractors for treatment and disposal.	As required for the species identified	EBL	
DOR03-LM	All	Graze fields in early Spring and late summer into autumn	Traditional hay field management to allow herbs to flower and seed before cutting and hay spin. Close fields off from grazing for at least 10 weeks over the flowering season.	March to mid-April and August to when ground becomes too wet 2025–2055	Land Manager	1
DOR03-LM	All	Cut hay. Top grassland and leave cuttings to dry and drop seed; bail/ spin and remove from fields.	Do not cut before 30 th June. Dates will vary dependant on weather conditions but will fall late June to September. If there is a situation where cutting cannot be undertaken, sward should be subject to a hard graze.	Late June (at the earliest) to end August (at the latest) 2025–2055	Land Manager	1, 4

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Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03-LM	All	Low intensity aftermath graze with livestock.	Native breeds are recommended for grazing. Obtaining a varied structure is best achieved by light grazing, where a mosaic of grassland structures is created with equal emphasis on short swards and longer more tussocky swards. Cattle also disturb the ground to create micro-climates and poaching allows new seeds to establish. Livestock should be removed when ground becomes too wet to prevent over-poaching.	After cut to end of October and/ or when the ground becomes too wet. 2025–2055	Land Manager	1, 2, 3
DOR03-LM	All	Manage/remove undesirable weeds (e.g. nettle, thistles, docks).	These should be controlled using an appropriate method for the species and can include spot treatment / weed wiping with a systemic herbicide such as Glyphosate, topping or hand pulling. For example, docks ideally want to be controlled when just starting to grow so they actively take herbicide to the root. Thistles can be cut just before they flower. The aim should be to maintain low levels of these species within the sward and not eradication.	As required. April–September 2025–2055 Timing dependant on when appropriate for species which requires removal	Land Manager	6
DOR03-ONG	ONG01 ONG02 ONG05 ONG06	Graze fields in early Spring and late Summer into Autumn	Close fields off from grazing for at least 10 weeks over the flowering season Cattle should be removed when ground becomes too wet.	March–May and August 2025–2035	Land manager	1
DOR03-ONG	ONG01 ONG02 ONG05 ONG06	Cut hay. Top grassland and leave cuttings to dry and drop seed; bail/ spin and remove from fields.	Do not cut before 15 th July. Dates will vary dependant on weather conditions but will fall late July-September. If there is a situation where cutting cannot be undertaken, sward should be subject to a hard graze.	Late July–September 2025–2035	Land manager	1, 4

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Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03-ONG	All	Maintain 10 m buffer of uncut / ungrazed grassland along central stream. Maintain 5 m buffer of uncut / ungrazed grassland along the ditches. A third of buffer can be cut/grazed on rotation along with adjacent grassland.	Maintain an ecological corridor within the 10 m riparian zone of the watercourse running through the centre of the site. Maintain an ecological corridor within the 5 m riparian zone of the ditches.	Late July–September 2025–2055	Land manager	N/A
DOR03-ONG	ONG05 ONG06	Second cut on arable reversions to remove biomass	Second cut to remove biomass and continue to reduce phosphorus levels in the soils	Late September/ October 2026–2031	Land manager	1, 4
DOR03-ONG	ONG01 ONG02 ONG05 ONG06	Low intensity graze with conservation cattle.	Obtaining a varied structure and species is best achieved by light grazing. It might be necessary to sub-divide the Site to vary the grazing within each compartment and allow grazing to be restricted within more sensitive areas (e.g. with nesting birds) or to allow particular stands of foodplants to flower and set seed. Cattle to be removed when ground becomes too wet to prevent over-poaching. Stock numbers should be monitored closely during the flowering season and amended if necessary to achieve the desired sward and species composition of the grassland.	April–October and/or when the ground becomes too wet. 2036–2055	Land Manager	1, 2, 3, 4, 5, 6

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Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03-ONG	All	Manage/remove undesirable weeds (e.g. nettle, thistles, docks).	Control to include topping/pulling or spot treatment only. Removal of non-native invasive species should follow appropriate guidance.	As required. April–September 2025–2055 Timing dependant on when appropriate for species which requires removal	Land Manager	5, 6
DOR03-ONG	All	Remove excessive rush (keep rush coverage above 20 %.)	Mow (drum mower) after core breeding bird season, bail and remove. Weed wipe only if the above has not controlled levels.	As required. September–March 2025–2055	Land Manager	1, 6
DOR03-CFGM	All	Graze fields in early Spring and late summer into autumn	Close fields off from grazing for at least 10 weeks over the flowering season	March to Mid-April and August to when ground becomes too wet. 2025–2035	Land manager	1, 2, 4
DOR03-CFGM	All	Cut hay. Top grassland and leave cuttings to dry and drop seed; bail/ spin and remove from fields.	Do not cut before 15th July. Dates will vary dependant on weather conditions but will fall late July-September. If there is a situation where cutting cannot be undertaken, sward should be subject to a hard graze.	Mid-July (at the earliest) to end September (at the latest) 2025–2035	Land manager	1, 2, 4

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Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03– CFGM	All	Low intensity graze	Obtaining a varied structure and species is best achieved by light grazing. It might be necessary to sub-divide the Site to vary the grazing within each compartment and allow more sensitive areas to be restricted (e.g. with nesting birds) or particular stands of foodplants to flower and set seed. Cattle to be removed when ground becomes too wet to prevent over-poaching.	April–October and/or when the ground becomes too wet 2036–2055	Land Manager	1, 2, 4
DOR03– CFGM	All	Control of scrub	Areas of trees and shrubs should be managed so that they are in an optimal, stable balance with the open sward.	As required. Autumn/Winter 2025–2055	Land Manager	2
DOR03– CFGM	All	Manage/remove undesirable weeds (e.g. nettle, thistles, docks) and invasive species.	Control to include topping/pulling or spot treatment only.	As required April–September 2025–2055 Timing dependant on when appropriate for species which requires removal	Land Manager	4
DOR03-DTC	All	Removal of leaf litter/ dense sediment build up from ditches	Monitoring visits will identify water quality and identify excessive sediment build up	As required Autumn–Spring 2025–2055	Land manager	1, 6
DOR03-DTC	All	Ensure species rich floral mix	On-going monitoring will inform the need for additional seeding / planting as required	As required Spring–late Autumn 2025–2055	EBL – Capital Works	2, 4

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Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03-DTC	All	Remove the presence of any invasive and undesirable species from ditches	Also to include removal of invasive fish species. Specialist intervention maybe required for invasive species and covered by capital works costs	When required	Land manager	3, 8
DOR03-DTC	All	Maintain ditch from scrub encroachment	Over shading blocks sunlight resulting in a decrease in species present. Cut out any excessive scrub coverage along banks	As required Autumn–Spring 2025–2055	Land manager	7
DOR03-OBW	All	Continue to maintain under current management regime	To retain the extent and condition of the existing woodland within the centre of the Site.	2023–2055	Land Manager	N/A
DOR03-MXS	All	Coppice 25 % of shrubs in years 10, 20 and 30 in rotation to encourage different height classes amongst the shrubs.	Maintain variation in height and structure. Creates some areas of young regrowth. Coppiced shrubs to be selectively thinned, with stumps treated with a systemic herbicide to prevent regrowth. Scrub cutting is not permitted between 28 th February to 1 st September to avoid nesting bird season – later cutting is preferred. Delay where possible cutting shrubs with berries until January / February to provide a foraging resource for birds and mammals.	October–February 2034, 2044 and 2054	Land Manager	1, 2
DOR03-MXS	All	Maintain the scrub edge.	Manage the scrub edge to reduce in height along the edge to the grassland field. Cut back any scrub which is encroaching onto the grassland. Cut the grassland edge once a year ensuring the grassy scrub edge is maintained. However, browsing pressure should maintain this edge.	Every year once established in October–February.	Land Manager	5

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Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03-MXS	All	Manage and remove any undesirable species and invasive non-native species.	Control to include topping/pulling or spot treatment only. Specialist intervention maybe required for invasive species and covered by capital works costs	As required April–September 2025–2055 Timing dependant on when appropriate for species which requires removal	Land Manager	3, 4
DOR03-MXS	All	Graze with livestock.	Allow animals to graze, browse and trample to open up areas of scrub and create edge habitats. Rotational grazing may be employed at first – this will be assessed when the scrub has developed.	2029–2055 In line with the adjacent grassland type grazing regime.	Land Manager	2, 3
DOR03-BRS	All	Continue to maintain under current management regime	To retain the extent and condition of the existing bramble scrub. Not allow encroachment into adjacent habitats.	2023–2055	Land Manager	N/A
DOR03-PND	All	Continue to maintain under current management regime	To maintain the condition of the pond	2023–2055	Land Manager	N/A
DOR03-NH	All	Trim young growth to encourage bushy growth of whips to establish the hedgerow	Hedgerow cutting is not permitted between 28 th February to 1 st September to avoid nesting bird season – later cutting is preferred.	October 2025–2027	Land Manager	2
DOR03-NH	All	Cut 1/3 of hedgerow every year on rotation.	Hedgerow cutting is not permitted between 28 th February to 1 st September to avoid nesting bird season – later cutting is preferred. Delay where possible cutting shrubs with berries until January / February to provide a foraging resource for birds and mammals.	Every October–February after establishment 2028–2055	Land Manager	2, 7

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Area	Ref	Action	Comments	Timing	Delivery body	Objective
DOR03-NH	All	Top 50 % of hedgerow margins on rotation		October–February 2025–2055	Land Manager	4
DOR03-NH	All	Manage and remove invasive non-native species	Control to include topping/pulling or spot treatment only. Specialist intervention maybe required for invasive species and covered by capital works costs	As required April–September 2025–2055 Dependent upon species.	Land Manager	5, 6
DOR03-RVR	All	Continue to maintain under current management regime	To maintain the condition of the stream flowing through the centre of the Site.	2023–2055	Land Manager	N/A

2.6 Annual Management Schedule

2.6.1 Table 8 below summarises the schedule of management works to be implemented over the course of the 30-year management agreement. For additional details regarding each prescription refer to Table 7.

Table 8: Annual management schedule (all proposals)

Area	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DOR03-AII	Eradicate non-native invasive species.	2025–2055												
DOR03-LM	Graze fields in early Spring and late summer into autumn	2025–2055												
DOR03-LM	Cut hay. Top grassland and leave cuttings to dry and drop seed; bail/ spin and remove from fields.	2025–2055												
DOR03-LM	Low intensity aftermath graze with livestock.	2025–2055												
DOR03-LM	Manage/remove undesirable weeds (e.g. nettle, thistles, docks) and invasive species.	2025–2055												
DOR03-ONG	Graze fields in early Spring and late summer into autumn	2025–2035												
DOR03-ONG	Cut hay. Top grassland and leave cuttings to dry and drop seed; bail/ spin and remove from fields.	2025–2035												
DOR03-ONG	Maintain 10 m buffer of uncut / ungrazed grassland along centre stream. A third of buffer can be cut of rotation along with adjacent grassland.	2025–2055												
DOR03-ONG	Second cut on arable reversions (ONG05 and ONG06) to remove biomass	2026–2031												

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Area	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DOR03-ONG	Low intensity graze with conservation cattle.	2036–2055												
DOR03-ONG	Manage/remove undesirable weeds (e.g. nettle, thistles, docks).	2025–2055												
DOR03-ONG	Remove excessive rush (keep rush coverage about 20%.)	2025–2055												
DOR03-CFGM	Graze fields in early Spring and late summer into autumn	2025–2035												
DOR03- CFGM	Cut hay. Top grassland and leave cuttings to dry and drop seed; bail/ spin and remove from fields.	2025–2035												
DOR03-CFGM	Low intensity graze	2036–2055												
DOR03-CFGM	Control of scrub	2025–2055												
DOR03-CFGM	Manage/remove undesirable weeds (e.g. nettle, thistles, docks) and invasive species.	2025–2055												
DOR03-DTC	Removal of leaf litter/ dense sediment build up from ditches	2025–2055												
DOR03-DTC	Ensure species rich floral mix	2025–2055												
DOR03-DTC	Remove the presence of any invasive and undesirable species from ditches	2025–2055												
DOR03-DTC	Maintain ditch from scrub encroachment	2025–2055												
DOR03-OBW	Continue to maintain under current management regime	2023–2055												

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Area	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DOR03-MXS	Coppice 25% of shrubs in years 10, 20 and 30 in rotation to encourage different height classes amongst the shrubs.	2034, 2044, 2054												
DOR03-MXS	Maintain the scrub edge.	2025–2055												
DOR03-MXS	Manage and remove any undesirable species and invasive non-native species.	2025–2055												
DOR03-MXS	Graze with livestock.	2029–2055												
DOR03-BRS	Continue to maintain under current management regime	2023–2055												
DOR03-PND	Continue to maintain under current management regime	2023–2055												
DOR03-NH	Trim young growth to encourage bushy growth of whips to establish the hedgerow	2025–2027												
DOR03-NH	Cut 1/3 of hedgerow every year on rotation.	2028–2055												
DOR03-NH	Top 50% of hedgerow margins on rotation	2025–2055												
DOR03-NH	Manage and remove invasive non-native species	2025–2055												
DOR03-RVR	Continue to maintain under current management regime	2023–2055												

3 Early Implementation Actions

- 3.1.1 The ‘Early Implementation Actions’ are the habitat establishment actions (as defined within the Habitat Management Agreement (HMA)) that, once complete, confirm that the land is formally being managed as a Habitat Bank for habitat creation and restoration purposes and in turn, starts the 30-year management time period required of all Biodiversity Net Gain delivery sites. The following actions are the Early Implementation Actions for this Habitat Bank:

Table 9: Early implementation actions

Proposed Habitat	Prescription
DOR03-LM (Lowland meadows)	Spread green hay or sow seed mix and roll.
DOR03-ONG (Other neutral grassland)	Spread green hay or sow seed mix and roll.
DOR03-CFGM (Coastal floodplain grazing marsh)	Spread green hay or sow seed mix and roll.
DOR03-DTC (Ditch)	Desilting of ditch
DOR03-MS (Mixed scrub)	Plant whips
DOR030-NH (Hedgerows)	Plant whips

- 3.1.2 There will be a requirement to formally document and demonstrate that these Early Implementation Actions have been completed and on which date. This will be achieved through a signed declaration that works were carried out in line with prescriptions, accompanied by timestamped photos of any management works taken before and after implementation. Correspondence between Environment Bank, Land Manager and contractors can also be used for this purpose.

4 Deviation from Management Prescriptions

- 4.1.1 All steps within the habitat management plan will need to be followed accurately. However, it is inevitable that slight deviations may be required in certain years due to variable elements such as weather conditions.
- 4.1.2 Any deviation from the management prescriptions in Tables 5, 6, 7 and 8 must be agreed in writing with an Environment Bank ecologist.

- 4.1.3 Should significant interventions in management actions be required (for example, as a result of an environmental event like drought/flood) then the change management procedure outlined in the Habitat Management Agreement (HMA) should be followed.

5 Monitoring and Reporting

- 5.1.1 The HMP and associated activities on site will be subject to monitoring, review and reporting by Environment Bank. This will ensure that:
- A. the provisions of the management actions are fulfilled in accordance with the terms of the habitat management agreement and subsequent funding; and,
 - B. the management remains appropriate to achieve the target habitat types and condition.
- 5.1.2 To inform this approach, information about the delivery of the enhancement/management works and the status of the habitats will be collated for the duration of the management period. This information will comprise the following:

5.2 Report of Actions Taken

- 5.2.1 Each year the Land Manager must complete a 'Report of Actions Taken' form. The Land Manager must complete the form to show they have completed all actions required in the management plan for that particular year.
- 5.2.2 Acceptable evidence of works includes:
- A. Invoices/receipts from approved enhancement/management contractors; and,
 - B. A signed declaration that works were carried out in line with management prescriptions, accompanied by timestamped photos of any management works taken before and after implementation.
- 5.2.3 The form will give the Land Manager an opportunity to comment on the management prescriptions, and this will be used to inform Environment Banks monitoring visits and annual management review process.

5.3 Annual Monitoring Survey

- 5.3.1 Environment Bank will undertake an annual monitoring visit to ensure that management is being undertaken correctly in line with the management plan and to monitor the progress of the habitat creation.

- 5.3.2 Field monitoring will be carried out each year during the monitoring visit by a member of Environment Bank staff or an approved Environment Bank sub-contractor. Each habitat will be mapped and assessed against the relevant habitat condition criteria as detailed in Section 2.2.

5.4 Management Review

- 5.4.1 A review of the HMP will be undertaken every year. The review will determine if the management actions proposed remain appropriate to achieve the aims of the plan and/or what, if any, amendments, or contingency will be needed to remediate any shortfalls.
- 5.4.2 The review will be informed from data and comments provided by the Land Manager in the 'Report of Actions Taken' form, the monitoring surveys and any further discussions between the Land Manager and Environment Bank.
- 5.4.3 Table 9 outlines potential change in management proposals that may be required during the term of the project to ensure that the management objectives are met.
- 5.4.4 Habitats will be monitored annually, and Environment Bank will propose interventions as early as possible in order to avoid delays in the time to target condition. During the establishment period for each habitat type, professional judgement will be used to assess the status of any transitional habitat in order to decide if it is at the expected pre-target condition and moving towards target condition within the expected time period.

Table 9: Costed contingency proposals for each Habitat Enhancement and Management Project

Area	Trigger	Contingency	Management of Capital Works
DOR03-LM	Invasive non-native species identified.	Adjust the management to include topping/pulling or spot treatment of the invasive species. A specialist contractor may be needed to deal with any invasives	Management (some capital works costs may apply)
	Cover of undesirable species and physical damage over 5 %.	Review with the Land Manager or contractor the use of machinery within the habitat. Adjust the management plan in line with the outcomes to reduce physical damage.	Management
	Sward height is uniform and does not provide the varied structure.	Adjust the grazing regime and methods to ensure a varied sward height.	Management
	Cover of bracken over 20 % and cover of scrub over 5 %	Introduce removal of existing bracken and scrub which is beginning to establish into the management plan.	Management

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Area	Trigger	Contingency	Management of Capital Works
	Target sward composition or diversity not achieved	Plug planting may be necessary to increase species diversity or additional overseeding to improve sward composition.	Capital works
	Physical damage has increased over 5 % due to activity / disturbance from the footpath.	Install fencing along the edge of the footpath to ensure that physical damage from the public is prevented.	Capital works
DOR03-ONG	Invasive non-native species identified.	Adjust the management to include topping/pulling or spot treatment of the invasive species. A specialist contractor may be needed to deal with any invasives	Management (some capital works costs may apply)
	Cover of undesirable species and physical damage over 5 %.	Review with the Land Manager or contractor the use of machinery within the habitat. Adjust the management plan in line with the outcomes to reduce physical damage.	Management
	Sward height is uniform and does not provide the varied structure.	Adjust the cutting regime and methods to ensure a varied sward height.	Management
	Cover of bracken over 20% and cover of scrub over 5%	Introduce removal of existing bracken and scrub which is beginning to establish into the management plan.	Management
	Target sward composition or diversity not achieved	Plug planting may be necessary to increase species diversity or additional overseeding to improve sward composition.	Capital works
DOR03-CFGM	Cover of scrub over 10 %	Introduce additional scrub clearance which is beginning to establish into the management plan.	Capital works
	Target sward composition or diversity not achieved with ditches.	Plug planting may be necessary to increase species diversity or additional overseeding to improve sward composition.	Capital works
	Cover of undesirable species and physical damage over 5 %.	Review with the Land Manager or contractor the use of machinery within the habitat. Adjust the management plan in line with the outcomes to reduce physical damage	Management
DOR03-DTC	Deliver a range of emergent, floating and submerged plant at around >10 species in a 20 m length.	Plug planting may be necessary to increase species diversity or additional overseeding to improve sward composition.	Capital works

Area	Trigger	Contingency	Management of Capital Works
	Deliver a fringe of marginal vegetation along 75 % of the ditch	Plug planting may be necessary to increase species diversity or additional overseeding to improve sward composition.	Capital works
	Maintain sufficient water levels of around 1m throughout summer, note ditches will need to be dug out to achieve a suitable depth	Additional dredging of ditch may be required followed by reseeding.	Capital works
	Remove invasive and undesirable species	Adjust the management to include increased topping/pulling or spot treatment of the invasive species.	Capital works
DOR03-MXS	Failure of shrub planting	Replacement planting accounted for at 10 % (as required)	Capital works
	Invasive non-native species identified.	Adjust the management to include increased topping/pulling or spot treatment of the invasive species. A specialist contractor may be needed to deal with any invasives	Management (some capital works costs may apply)
	Lack of a well-developed edge	Adjust the cutting of the scrub edge to ensure that the grassland margin is maintained.	Management

5.4.5 In addition to the above, amendments to the timings or prescriptions of the management plan can be made subject to the provision of evidence to justify the relevant management change. It is essential all changes receive prior agreement with Environment Bank before they can be implemented.

6 Scheme completion

6.1.1 The enhancement and management proposals set out in this report will be implemented over a period of 30 years from completion of the “Early Implementation Actions” (as defined above). For this site, the expected time period will be December 2022 – December 2055. On completion of the final year of management, the final review of the HMP and monitoring surveys will be undertaken. Once complete, a final Habitat Bank Monitoring Report will be completed in addition to a covering note outlining scheme completion.

References

Defra (2023a). The Statutory Biodiversity Metric Calculation Tool – macro-enabled. Available at Statutory biodiversity metric tools and guides - GOV.UK (www.gov.uk)

Defra (2023b). The Statutory Biodiversity Metric User Guide (draft). Available at Statutory biodiversity metric tools and guides - GOV.UK (www.gov.uk)

Defra (2023c). The Statutory Biodiversity Metric Condition Technical Annex 1: Condition Assessment Sheets and Methodology. Available at Statutory biodiversity metric tools and guides - GOV.UK (www.gov.uk)

UKHab Ltd (2023). *The UK Habitat Classification* Version 2.0 at <http://ukhab.org>

Figure 1: Site Boundary

Figure 2: Proposed Habitats

Appendix A: Management Objectives

The aims of the HMP will be achieved through the following objectives.

DOR03-LM - Lowland meadows

The areas of current Modified grassland within the south of the Site sit within the floodplain of the River Allen (Fields LM03 and LM04). These fields will target the creation of a floodplain meadow grassland aimed at achieving a Good condition.

The baseline phosphorous index for Field LM03 was 0 (9.2mg/l) and for Field LM04 was 1 (13.2mg/l). These levels are within the desirable range (<15mg/l) to achieve a diverse sward of wildflowers and a high distinctiveness grassland type, with the floristic composition closely resembling that of the National Vegetation Classification (NVC) MG4 community (*Alopecurus pratensis* - *Sanguisorba officinalis* grassland) (Rodwell, 1992).

The created grassland will be managed as a traditional hay meadow for the benefit of wildlife, with an aim of a rich mixture of native grasses and broad-leaved herbs (up to 35 species in a 2 m x 2 m sample). The fields will be shut up to livestock for at least 10 weeks during the flowering season (early spring to no earlier than 30th June), before a cut (and bail) is taken. An aftermath graze will be required once the sward has been cut. If ground conditions permit, grazing can continue until the fields are shut up again.

The created grassland will be monitored for species present and plug planting may be necessary to increase species diversity.

To achieve the target condition of Good condition for Lowland meadows in line with the Metric, it requires the fulfilment of all of the following criteria, including essential criterion A and F, within 15 years:

- A. The parcel represents a good example of its habitat type “Lowland meadows” (UKHab Ltd, 2023), with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type (and relative to suboptimal species¹ which may be listed in the UKHab description).
- B. Sward height is varied (at least 20 % of the sward is less than 7 cm and at least 20 % is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.
- C. Cover of bare ground between 1 % and 5 %, including localised areas, for example, rabbit warrens.

¹Species considered undesirable for this habitat type include: Creeping Thistle *Cirsium arvense*, Spear Thistle *Cirsium vulgare*, Curled Dock *Rumex crispus*, Broad-leaved Dock *Rumex obtusifolius*, Common Nettle *Urtica dioica*, Creeping Buttercup *Ranunculus repens*, Greater Plantain *Plantago major*, White Clover *Trifolium repens*, Cow Parsley *Anthriscus sylvestris*.

- D. Cover of bracken *Pteridium aquilinum* less than 20 % and cover of scrub (including bramble *Rubus fruticosus* agg.) less than 5 %.
- E. Combined cover of species indicative of suboptimal condition¹ and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area. If any invasive non-native plant species (as listed on Schedule 9 of WCA5) are present, this criterion is automatically failed.
- F. There are 10 or more vascular plant species per m² present, including forbs that are characteristic of the habitat type (invasive non-native plant species and species indicative of suboptimal condition cannot contribute towards this count).

The Habitat Management Objectives for DOR03-LM are as follows:

1. Deliver up to 35 grassland species in 2 m x 2 m quadrat samples (averaged).
2. Deliver a variable sward height of at least 20 % of the sward is less than 7 cm and at least 20 % is more than 7 cm.
3. Deliver bare ground cover (1 – 5 % coverage).
4. Maintain/reduce scrub coverage to less than 5 % and bracken less than 20 %.
5. Remove the presence of invasive non-native species.
6. Maintain / reduce combined cover of species indicative of sub-optimal condition and physical damage to less than 5 %.

DOR03-ONG – Other Neutral Grassland

Medium distinctiveness neutral grassland will be created on areas of arable Fields ONG05 and ONG06. Due to the high phosphorous levels within these Field ONG05 – Index 4 (61.4mg/l) and Field ONG06 – Index 4 (51.9 mg/l avg.), a period of nutrient stripping will take place. Continued cereal cropping of the fields with no additional phosphate input will need to take place for 3 years to lower the phosphorous levels.

Existing neutral grassland within Field ONG02 will be enhanced from Poor to a Good condition. Here the ground is uneven with higher areas being drier than the wet depressions, as such there will likely be subtle changes in the floristic composition reflected by any naturally wetter areas across the fields.

The grassland is to be managed for the first 10 years as a hay meadow to allow a diverse sward to develop. This time period may be extended if desired sward diversity is not reached in 10 years. Long term it will be managed as low intensity grazed pasture, with conservation cattle. The traditional, native cattle breeds that will be used are more suited to promoting diversity and adapting to the wetter areas across the Site.

To achieve the target condition of Good for Other neutral grassland, in line with the Metric, it requires the fulfilment of at least five of the following criteria, including essential criteria A and F, within 10 years:

- A. The parcel represents a good example of its habitat type “Other neutral grassland” (UKHab Ltd, 2023), with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type (and relative to suboptimal species which may be listed in the UKHab description).
- B. Sward height is varied (at least 20 % of the sward is less than 7 cm and at least 20 % is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.
- C. Cover of bare ground between 1 % and 5 %, including localised areas, for example, rabbit warrens.
- D. Cover of bracken *Pteridium aquilinum* less than 20 % and cover of scrub (including bramble *Rubus fruticosus* agg.) less than 5 %.
- E. Combined cover of species indicative of suboptimal condition² and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area. If any invasive non-native plant species (as listed on Schedule 9 of WCA5) are present, this criterion is automatically failed.
- F. There are 10 or more vascular plant species per m² present, including forbs that are characteristic of the habitat type (invasive non-native plant species and species indicative of suboptimal condition cannot contribute towards this count).

The Habitat Management Objectives for DOR03-ONG are as follows:

1. Deliver 10 grassland indicator species in 2 m x 2 m quadrat samples (averaged).
2. Deliver a variable sward height where at least 20 % of the sward is less than 7 cm and at least 20 % is more than 7 cm.
3. Deliver bare ground cover (1 – 5 % coverage).
4. Maintain/reduce scrub coverage to less than 5 % and bracken less than 20 %.
5. Remove invasive non-native species.
6. Maintain / reduce combined cover of species indicative of sub-optimal condition and physical damage to less than 5 %.

DOR03-CFGM – Floodplain Wetland Mosaic and CFGM

CFGM01 comprise Floodplain wetland pasture mosaic specifically Coastal floodplain grazing marsh along the River Allen. In areas where the water table is closer to the surface, there is a chance for ecological enhancements. This area is currently in Moderate condition and will be enhanced to Good.

² Species considered undesirable for this habitat type include: Creeping Thistle *Cirsium arvense*, Spear Thistle *Cirsium vulgare*, Curled Dock *Rumex crispus*, Broad-leaved Dock *Rumex obtusifolius*, Common Nettle *Urtica dioica*, Creeping Buttercup *Ranunculus repens*, Greater Plantain *Plantago major*, White Clover *Trifolium repens*, Cow Parsley *Anthriscus sylvestris*.

The grassland component of the CFGM will be managed much the same way as the surrounding grasslands within the Site. The grassland will undergo an annual cut for field-dried hay, followed by aftermath grazing from cattle. The progress of the grassland's establishment will be monitored annually by Environment Bank ecologists. Changes will be made to the management to address any perceived failings in achieving the proposed habitat with additional over-seeding or plug planting undertaken to increase diversity if required.

The ditches within the CFGM will be enhanced by re-digging out the ditches which have filled over time and seeding/plug planting with native species.

To achieve the target condition of Good for Floodplain Wetland Mosaic and CFGM in line with the Metric, it requires the fulfilment of at least five of the following criteria, including essential criterion A and G, within four years:

- A. The water table is at or near the surface throughout the year, this could be open water or saturation of soil at the surface. There is no artificial drainage, unless specifically to maintain water levels as specified above.
- B. The appearance and composition of the vegetation closely matches characteristics of the specific wetland habitat 'Coastal floodplain grazing marsh' (UKHab Ltd, 2023). Indicator species for the specific wetland habitat type are consistently present.
- C. The water supplies (groundwater, surface water and/or rainwater) to the wetland are of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution.
- D. Cover of scrub and scattered trees less than 10 %
- E. Cover of bare ground less than 5 %.
- F. There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981) and species indicative of sub-optimal condition³ make up less than 5 % of ground cover.
- G. All ditches recorded within the habitat achieve Good condition as assessed using the Ditch condition sheet.

The Habitat Management Objectives for DOR03-CFGM are as follows:

1. Water table is at or near the surface throughout the year.
2. Deliver indicator species for the specific wetland habitat are very clearly visible.
3. Maintain/reduce scrub coverage to less than 10 %.
4. Deliver bare ground cover (1 – 5 % coverage).
5. Maintain / reduce combined cover of species indicative of sub-optimal condition and physical damage to less than 5 %.
6. All ditches recorded within the habitat achieve Good condition

³Species indicative of sub-optimal condition for this habitat type include: Creeping Thistle *Cirsium arvense*, Spear Thistle *Cirsium vulgare*, Common Nettle *Urtica dioica*, docks *Rumex* spp., Common Ragwort *Jacobaea vulgaris*.

DOR03-DTC – Ditches

Two ditches run across the site from an area of standing water in the centre of Fields 1 and 2. The western half of these ditches fall within the Floodplain wetland mosaic and CFGM, forming an integral part of this habitat, and as such are not recorded individually within the metric. However, in order to improve condition of the CFGM, the entire length of the ditches will be enhanced to a Good condition. To prevent poaching, a 5 m buffer will be maintained adjacent to the watercourse with no grazing.

To achieve the target condition of Good for Ditches in line with the current version of the Metric, it requires the fulfilment of all the following criteria within eight years:

- A. The ditch is of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution.
- B. A range of emergent, submerged and floating-leaved plants are present. As a guide >10 species of emergent, floating or submerged plants present in a 20 m ditch length.
- C. There is less than 10 % cover of filamentous algae and or duckweed *Lemna* spp. (these are signs of eutrophication).
- D. A fringe of aquatic marginal vegetation is present along more than 75 % of the ditch.
- E. Physical damage is evident along less than 5 % of the ditch, with examples of damage including: excessive poaching, damage from machinery use or storage, or any other damaging management activities.
- F. Sufficient water levels are maintained - as a guide a minimum summer depth of approximately 50 cm in minor ditches and 1 m in main drains.
- G. Less than 10 % of the ditch is heavily shaded.
- H. There is an absence of non-native plant and animal species⁴.

The Habitat Management Objectives for DOR03-DTC are as follows:

1. Ensure the ditch is of good water quality with low turbidity and no signs of pollution.
2. Deliver a range of emergent, floating and submerged plants at around >10 species in a 20 m length.
3. Remove any filamentous algae and duckweed.
4. Deliver a fringe of marginal vegetation along 75 % of the ditch.
5. Ensure cattle do not cause poaching.
6. Maintain sufficient water levels of around 1 m throughout summer, note ditches will need to be dug out to achieve a suitable depth.

⁴Frequently occurring non-native plant species include Water Fern *Azolla* spp., Australian Swamp Stonecrop *Crassula helmsii*, Parrot's Feather *Myriophyllum aquaticum*, Floating Pennywort *Hydrocotyle ranunculoides* and Japanese Knotweed *Fallopia japonica*, Giant Hogweed *Heracleum mantegazzianum* (on the bank). Frequently occurring non-native animals include Signal Crayfish *Pacifastacus leniusculus*, Zebra Mussels *Dreissena polymorpha*, Killer Shrimp *Dikerogammarus villosus*, Demon Shrimp *Dikerogammarus haemobaphes*, Carp *Cyprinus carpio*.

7. Ensure the ditch is not heavily shaded.
8. Remove any invasive species.

DOR03-OBW – Other Woodland; Broadleaved

The narrow linear section of Other broadleaved woodland that runs through the centre of the Site will be retained in situ with no enhancements. The woodland will continue to be managed current its current management regime to maintain its current Moderate condition.

DOR03-MXS - Mixed Scrub

A mixed native woody scrub will be created and existing areas enhanced in appropriate sections of the Site, mainly along the woodland within the river corridor within the centre of the Site to provide an ecotone. Larger areas of scrub will be created within arable Fields 5 and 6. The ground will be prepared for the planting and any failed stock will be replaced in future years. Once established the scrub will be managed through a rotational coppice of 25 % of the shrubs every 10 years, ensuring a diversity of structure within the scrub. A Good condition will be targeted for the scrub.

To achieve the target condition of Good for Mixed scrub in line with the metric, it requires the fulfilment of all the following criteria within 10 years:

- A. The parcel represents a good example of its habitat type - the appearance and composition of the vegetation closely matches its UKHab description 'Mixed scrub' (UKHab Ltd, 2023) (where in its natural range).
 - At least 80 % of scrub is native,
 - There are at least three native woody species,
 - No single species comprises more than 75 % of the cover (except Hazel *Corylus avellana*, Common Juniper *Juniperus communis*, Sea Buckthorn *Hippophae rhamnoides* or Box *Buxus sempervirens*, which can be up to 100 % cover).
- B. Seedlings, saplings, young shrubs and mature (or ancient or veteran) shrubs are all present.
- C. There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981) and species indicative of sub-optimal condition⁵ make up less than 5 % of ground cover.
- D. The scrub has a well-developed edge with scattered scrub and tall grassland and/or forbs present between the scrub and adjacent habitat.

⁵Species indicative of sub-optimal condition for this habitat type include: non-native conifers, Tree-of-heaven *Alianthus altissima*, Holm Oak *Quercus ilex*, European Turkey Oak *Quercus cerris*, Cherry Laurel *Prunus laurocerasus*, Snowberry *Symphoricarpos* spp., Shallon *Gaultheria shallon*, American Skunk Cabbage *Lysichiton americanus*, buddleia *Buddleja* spp., cotoneaster *Cotoneaster* spp., Spanish Bluebell *Hyacinthoides hispanica* and hybrid bluebells *Hyacinthoides x massartiana*.

- E. There are clearings, glades or rides present within the scrub, providing sheltered edges.

The Habitat Management Objectives for DOR03-MXS are as follows:

1. Delivery of three or more woody species within the mixed scrub with no more than one species providing 75 % of the cover.
2. Deliver a good age range with seedlings, young shrubs and mature shrubs present.
3. Remove the presence of invasive species.
4. Reduce / remove the species indicative of sub-optimal condition (must be less than 5 % coverage).
5. Deliver a well-developed edge.

DOR03-BRS – Bramble Scrub

A small patch of Bramble scrub is present within the southern area of the site adjacent to a short track. The bramble scrub will be retained in situ with no proposals to enhance the area with no biodiversity uplift gained. The area will be managed as per its current management regime to maintain its current extent and ensure no encroachment onto adjacent habitats. There is no condition assessment for this habitat type.

DOR03-PND – Pond

The existing pond located in Field ONG02 will be retained in its current Moderate condition as part of the Habitat Bank and managed under as per its current management regime.

DOR03-NH – Native Species-rich Hedgerow

Species-rich native hedgerows will be created, enhancing the connectivity across the Site and into the wider landscape. The target habitat will be species-rich native hedgerows planted and managed for the benefit of wildlife. Native hedgerow whips will be planted in staggered double rows. Once established the hedgerow will be cut on rotation every three years.

The target condition of Good will be defined by the following characteristics:

- A. A mixed hedgerow canopy comprised of at least 90 % native species (locally distinct where feasible) with no-one species exceeding 80 % cover.
- B. Hedgerow maintained at an average height of at least 1.5 m high and 1.5 m wide.
- C. Gap between the ground and the base of the canopy less than 0.5 m for over 90 % of the length.
- D. Gaps within the hedgerow make up less than 10 % of total length and no one gap exceeding 5 m.
- E. Uncultivated hedgerow field margin of greater than 1 m in width maintained along hedgerow (unless otherwise bordered by grassland).

- F. Plant species indicative of nutrient enrichment of soil dominate less than 20 % cover of the area of undisturbed ground.
- G. Over 90 % of the hedgerow and undisturbed ground is free of invasive non-native and neophyte species.
- H. Over 90 % of the hedgerow or undisturbed ground is free of damage caused by human activities.

The Habitat Management Objectives for DOR03-NH are as follows:

1. Deliver a mixed native hedgerow, with no single species providing over 80 % of the coverage.
2. Deliver a hedgerow with an average height of 1.5 m, width of 1.5 m and with the gap between the ground less than 0.5 m.
3. Ensure gaps within the hedgerow are minimal (less than 10 % of hedgerow length) with no one gap larger than 5 m.
4. Deliver an undisturbed margin along the length of the hedgerow (greater than 1 m in width, unless adjacent to grassland).
5. Ensure that undesirable plant species cover is less than 20 %.
6. Ensure that there are no invasive non-native and recently introduced species over 90 % of the hedgerow and the associated margin.
7. Ensure that over 90 % of the hedgerow and the associated margin is free from damage caused by humans.

DOR03-RVR – Other Rivers and Streams

The Stream which flows through the centre of the site, is currently in Poor condition. Proposed terrestrial works to the bank top will improvement to the encroachment and increase the condition score of this habitat enough to achieve a Fairly Poor condition. A 10 m buffer will be maintained adjacent to the watercourse with no grazing. The stream will continue to be managed as per its current management regime.

MONITORING STRATEGY

Ref: DOR-EB-MNS

Version: 01.00

Issued: 11/07/2024

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Report details	
Site code	DOR03
Site name	Land at the Gaunts Estate
Report title	Monitoring Strategy
Report reference	HBCODE-EB-MNS
Report version	01.00
Report author	Alex Powell (Ecologist)
Checked by	Hannah Tracey MCIEEM (Principal Ecologist)
Approved by	Tom Rothero MCIEEM (Associate Director)
Date	11/07/2024

Disclaimer

To achieve the study objectives stated in this report, we were required to base our conclusions on the best information available during the period of the investigation and within the limits prescribed by our client in the agreement.

Where information is provided by others, Environment Bank shall bear no liability in respect of any advice given on the basis of that information. No investigative method can completely eliminate the possibility of obtaining partially imprecise or incomplete information. Thus, we cannot guarantee that the investigations (date, work, interpretation of that data or work) completely defined the degree or extent of e.g. species abundances, habitat management efficacy, conservation credit calculations and hence credit requirements, described in the report. Nor does Environment Bank accept any liability for any decisions made by the client on the basis of the information, consultancy or advice provided by Environment Bank.

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Executive Summary

This report outlines the monitoring strategy of a Habitat Bank at Land at the Gaunts Estate (Environment Bank Ltd Ref: DOR03) within the Local Planning Authority of Dorset County Council. Hereafter referred to as DOR03 or 'the Site'.

Environment Bank Ltd produces a Biodiversity Appraisal Report for each of our Habitat Banks which details the baseline habitats and flora found within each site following an initial ecological assessment. The Biodiversity Appraisal Report also provides information on the target habitats and target condition that is our aim, i.e. the uplift in Biodiversity Net Gain (BNG). The current and target habitats, and condition, for each site follow those in The Statutory Biodiversity Metric (the Metric) (Defra, 2023a,b,c); the majority of which follow definitions set out by the UK Habitat Classification (UKHab Ltd, 2023). Refer to the Biodiversity Appraisal Report for the Habitat Bank at DOR03 for details of the habitats present within the site prior to creation/enhancement; the target habitats and target conditions; and the overall biodiversity increase (Biodiversity Units) for the Site.

A Habitat Management Plan is also formulated for each Site. The site- and habitat-specific BNG management objectives including detailed activities for creation, establishment and subsequent habitat management are found in the Habitat Management Plan. Refer to the DOR03 Habitat Management Plan for the management objectives and activities.

Environment Bank's Monitoring Strategy is to provide data on progress towards BNG for each defined habitat within a Habitat Bank, providing the quantifiable evidence to measure gains (or otherwise) against set targets and enable us to employ adaptive management. The Monitoring Strategy will meet the monitoring requirements of the British Standard requirements for Habitat Banks (BS 8683; British Standards Institution, 2021) for survey methods; timing and frequency of resurvey; qualifications and experience required of surveyors; and arrangements for retaining and sharing raw survey data to aid future interpretation and assessment of change. Monitoring surveys will be bespoke, tailored to the habitat features present and those to be enhanced or created.

At the Site monitoring surveys will include the Metric condition assessment; botanical surveys including structured walks and detailed quadrats; whole feature assessments of vegetation structure and composition; soil chemistry;; and Report of Actions Taken (management survey). The bespoke Monitoring Schedule for the Site with frequency of surveys by type is provided in Table 2 in this document.

As part of the monitoring strategy for the Site, Environment Bank will undertake an annual visit to ensure that management is being undertaken correctly in line with the prescriptions in the Habitat Management Plan formulated for the site and that it aligns with the responses in the Report of Actions taken submitted annually by the Land Manager.

1. Overview

1.1 Delivering Biodiversity Net Gain

- 1.1.1 Environment Bank Ltd are establishing a national network of Habitat Banks across England. From January 2024, under Schedule 14 of the Environment Act 2021¹ all developments will need to deliver at least a 10 % increase in biodiversity as a result of their proposals; Biodiversity Net Gain (BNG). This can be delivered on-site or off-site. Habitat Banks are one-off solutions that unlock more sustainable development locally and meet wider nature recovery objectives. They are large-scale habitat creation and enhancement projects that deliver an uplift in biodiversity value and restore nature at scale. The uplift in biodiversity is measured by the Defra Biodiversity Metric, currently The Statutory Biodiversity Metric released in November 2023 (the Metric) (Defra, 2023a,b,c) and translated into Biodiversity Units (BU) that can then be sold to developers to meet their mandatory BNG obligations. Habitat enhancement works at each of Environment Bank's Habitat Banks will commence in advance of BU sales.

1.2 Monitoring Biodiversity Net Gain

- 1.2.1 Monitoring is more than the activity of recording: monitoring is a programme of repeated surveys carried out to a pre-defined standardized method, with a baseline against which subsequent surveys are compared. Monitoring surveys have a specific purpose and aim to determine whether a management objective and/or target has been achieved or whether progress is being made towards achieving that target. A well-designed monitoring survey should detect changes in the data over time and trigger responses if any of the changes are undesirable.
- 1.2.2 Monitoring BNG activities are an essential component in securing the success of BNG delivery within a site. CIEEM has published a collaborative document on good practice principles for BNG (CIRIA, 2019). Chapter 13 *Maintenance and monitoring* highlights the need to:
- Implement the BNG management and monitoring plan.
 - Use monitoring data to employ adaptive management and to demonstrate progress towards BNG.
 - Use monitoring data to present quantifiable evidence on achieving measurable gains in biodiversity. Such monitoring should be over a timeframe that is commensurate with the specific features of the net gain design.
 - Share the monitoring findings widely with industry and the project stakeholders.

¹ <https://www.legislation.gov.uk/ukpga/2021/30/schedule/14/enacted>

- 1.2.3 Environment Bank produces a Biodiversity Appraisal Report for each of our Habitat Banks which details the baseline habitats and flora found within each site. This document also provides information on the target habitats and target condition, that is our aim, i.e. the uplift in BNG. The current and target habitats and condition for each site follow those in the Metric; the majority of which follow definitions set out by the UK Habitat Classification (UKHab) (UKHab Ltd, 2023).
- 1.2.4 A Management and Monitoring Plan (MMP) is also required to meet the British Standard requirements for Habitat Banks (BS 8683; British Standards Institution, 2021). Environment Bank provides two separate documents that together meet the requirements of the MMP. The site- and habitat-specific BNG management objectives including detailed activities for creation, establishment and subsequent habitat management are found in the Habitat Management Plan. The monitoring aspects of the MMP are provided in this document, the Monitoring Strategy Report, which under BS 8683 (8.2 Monitoring), shall be implemented to:
- a. Cover all habitats and features that have contributed towards the BNG calculations.
 - b. Check that habitat types and features are achieving the planned condition and functioning ecologically as intended according to timescales anticipated in the calculations.
 - c. Provide information to aid future interpretation and assessment of change.
 - d. Meet MMP requirements for survey methods, timing and frequency of resurvey, qualifications and experience required of surveyors and arrangements for retaining and sharing raw survey data to aid future interpretation and assessment of change.
- 1.2.5 Environment Bank's monitoring strategy is to provide data on progress towards BNG for each defined habitat within a Habitat Bank site, providing the quantifiable evidence and scientifically rigorous data required to measure gains (or otherwise) against set targets and enable us to employ adaptive management.

2. Methods

2.1 Competency

- 2.1.1 All Environment Bank staff that carry out monitoring surveys are highly experienced botanical surveyors, with the knowledge and skills required to meet the competency requirements of the Metric. We are using the Botanical Society of the British Isles (BSBI) Field Identification Skills Certificate (FISC) test to determine the botanical skill level of our surveyors.
- 2.1.2 All river condition assessments for BNG calculations and ongoing monitoring will be carried out by Environment Bank staff members trained and certified in MoRPH5 ([Modular River Survey](#)). Environment Bank staff includes trained and certified MoRPH5 assessors in every regional team.
- 2.1.3 Faunal surveys will be carried out by Environment Bank staff where a suitably qualified surveyor is available in-house, but otherwise will be carried out by a suitably qualified sub-contractor.

2.2 UK Habitat Assessment – Initial Walkover

- 2.2.1 A walkover survey and ecological assessment is undertaken for every proposed Habitat Bank to establish a baseline for the Site, as well as understand the local ecological priorities for biodiversity enhancement design, and to inform the proposed management measures that would need to be actioned for the lifetime of the project. In accordance with best practice (CIEEM, 2021), each site is also assessed to determine the presence of, and/or the opportunities for, protected, notable or invasive species within the Site in order to inform future proposals. Further surveys, including soil nutrient sampling and hydrological assessments, are also undertaken to further inform micro-siting of habitats.
- 2.2.2 The results of the initial walkover survey of a Habitat Bank (the Site) is provided in the Biodiversity Appraisal Report. This initial baseline survey identifies the habitats present using UKHab, taking into account the habitat requirements for the Metric, and provides an assessment of their condition. This initial survey facilitates our habitat creation and enhancement proposals and enables us to: formulate habitat-specific targets; specify the management activities required to achieve those targets; and to set the timeframe in which the targets must be achieved. Refer to the full Biodiversity Appraisal Report and associated Habitat Management Plan documents for further details.

Habitat Creation

- 2.2.3 In habitat creation projects, where the baseline habitat is lost and replaced with another target habitat (e.g. creating a grassland on a former arable field; creating a

stand of mixed scrub in an area of former grassland; or pond creation) a bespoke survey as detailed below will be formulated to collect data on clearly defined measurable objectives, set out in the Habitat Management Plan, within the boundary of the new habitat features. This will take place prior to or shortly after capital works take place to create the new habitat, depending on the habitat type in question.

Habitat Enhancement

2.2.4 In the case of habitat enhancement where the habitat is retained but there is a targeted improvement in condition (e.g. Poor to Good) or a change to a higher distinctiveness habitat in the same broad habitat group (such as enhancing Modified grassland to Lowland meadows habitat), the walkover survey of the site may be used as the baseline for our monitoring survey if it fulfils the data requirements to assess progress against our measurable objectives. Alternatively, a bespoke survey will be formulated as stated in 2.2.3 and carried out immediately before or after capital works takes place.

Habitat Retention

2.2.5 Habitat retention or 'retained habitats' are those habitats (area or linear) that do not provide an uplift in biodiversity units but are deemed to form an integral element of the habitat bank, such as an existing pond, hedgerow that provides essential connectivity or a small woodland copse around which a larger woodland area is to be created.

2.2.6 The Metric User Guide (draft) (Defra 2023b) states that Habitat retention should be chosen when:

- *there is no loss of habitat*
- *habitat is retained in its baseline condition*
- *there is no action to enhance the habitat*

2.2.7 The Metric User guide also states that *Habitats subject to retention may still require ongoing intervention to maintain their baseline condition.*

2.2.8 Retained habitats therefore require monitoring to ensure that management activities by the land manager are maintaining the baseline condition (as a minimum) and to identify any need for intervention/adaptive management. Retained habitats will require a periodic habitat condition assessment.

Habitat Exclusion

2.2.9 Habitat exclusion or 'excluded habitats' are those habitats which do not provide any uplift in biodiversity units and are not considered integral to the Habitat Bank. The habitats do not form part of the habitat bank, despite residing within the Site boundary. Excluded habitats will not require a periodic habitat condition assessment.

2.3 Monitoring Survey

Survey Components

- 2.3.1 Environment Bank's monitoring survey for each Site will be bespoke, tailored to the habitat features present and those to be enhanced or created. Most Sites will have more than one habitat type in the creation/enhancement design: consequently, there will be more than one monitoring method employed.
- 2.3.2 The monitoring survey will provide data to complete a Metric habitat condition assessment and will provide additional data on the ecological functioning of the habitat and Site. Both quantitative and qualitative data will be recorded on several different variables that are predicted to change during habitat creation and/or enhancement through capital works and habitat management. The method of data collection for these surveys/data variables is shown in Table 1 and discussed below.
- 2.3.3 A bespoke Monitoring Schedule for DOR03 is provided in Section 2.4

Table 1: Variables for which data may be collected during a monitoring survey, which will be site- and habitat-type dependent.

Survey	Data variables	Methods
Habitat condition assessment	Botanical composition & cover, frequency of key indicators, vegetation structure, invasive non-natives, habitat damage, physical structure (rivers).	Various including: quadrats, assessment of defined sections (linear features), structured walks, whole feature assessment, MoRPh5, National Pond Survey.
Soil chemistry	pH, Phosphorous, Nitrogen, Potassium & Magnesium; Textural Class & composition; Organic Matter.	Averaged per field/land parcel, or stratified sampling by 1 ha grid squares.
Water chemistry	As required	Whole feature sampling (where required)
Management activities	Stock animal & livestock units, timing of grazing, timing of cutting, other management actions.	Report of Actions Taken: an annual questionnaire for the Land Manager to complete and submit.
Faunal surveys	Breeding/wintering birds, mammals (protected species), invertebrates, amphibians and reptiles.	Species/taxa/group-specific methods as appropriate

Terrestrial Habitats Including Wetland

Quadrats

- 2.3.4 Quadrats will be the survey method employed in most terrestrial habitats (with an 'area' spatial feature type) to assess the botanical composition of each habitat feature within a Site. Percentage cover of all vascular plant species will be recorded in homogeneous stands of vegetation. Quadrat positions will not be fixed due to the well-documented difficulties inherent (and time taken) in relocating quadrat markers and the impact on data analysis of localised damage on swards in fixed quadrat locations: quadrats will be appropriately spaced across the habitat feature with a 10-figure grid reference recorded for each, and subsequent surveys will record quadrats in the same general area in representative, homogeneous vegetation stands.
- 2.3.5 Quadrat size will largely follow the sampling methods of the National Vegetation Classification (NVC) (Rodwell, 1991 et seq.), which are scaled in relation to the structural variation in habitats. The variation within shorter, more species-rich habitat types can generally be 'captured' in small quadrats than that in taller and/or species-poor vegetation. Quadrat sizes are likely to be:
- 2 × 2 m in short herbaceous vegetation (e.g. grassland) and dwarf-shrub heaths.
 - 4 × 4 m in short woodland field layers, tall herbaceous vegetation (e.g. tall-herb fen), sub-shrub heaths and open vegetation (e.g. open mosaic habitats).
 - 10 × 10 m in dense scrub and very tall woodland field layers.
 - 50 × 50 m in woodland canopy and shrub layers
- 2.3.6 Generally square quadrats are preferable, but shape is dependent on the shape of the habitat feature: linear or narrow features may require rectangular quadrats.
- 2.3.7 Quadrat number will vary with the size of the habitat feature. A general aim would be five quadrats per habitat feature for shorter vegetation, but this may be impractical in smaller areas of a habitat type. Fewer quadrats are likely to be recorded in new woodland and scrub areas as these tend to be limited in area (ha) in Environment Bank's Sites. Consequently, for analysis purposes, quadrat data will be averaged for the feature.
- 2.3.8 For those habitats where number of species per m² is included in the UKHab definition and/or condition assessment criteria in the Metric, a nested quadrat method (1 × 1 m within a 2 × 2 m quadrat) will be used.
- 2.3.9 The vegetation composition data recorded in quadrats will enable Environment Bank to determine similarity to the habitat definitions in the UKHab descriptions, which forms one of the Metric condition assessment criteria for many habitat types, and therefore our progress towards achieving the specified target habitat type and condition. Change in species composition attributes, similarity to NVC community types and other quantitative data may form part of the analysis.

Structured walks

- 2.3.10 Structured walks to assess vegetation composition are employed in Common Standards Monitoring of designated nature conservation sites (JNCC, 2019); in the assessment of Higher Level Stewardship (HLS) Farm Environment Plan (FEP) features (Natural England, 2010); and in the Baseline Evaluation of Higher Tier Agreements (BEHTA) (Natural England, 2016). They offer a standardised method of assessing progress towards attribute and target criteria that define favourable or unfavourable condition. They are particularly valuable in assessing whether, for example, grassland stands meet the Priority Habitat (Section 41 habitats and species²; NERC Act, 2006).
- 2.3.11 During a W-shaped or other representative walk, the surveyor stops at roughly regular intervals along the walk. Usually, 10 stops is sufficient unless the stand is very large when 20 stops may be recorded. At each stop the surveyor records data in the square metre in front of them, such as frequency data on positive and negative indicator species for the habitat, cover of individual or groups of plant species (e.g. % cover of: qualifying forb and sedge species, rye-grasses *Lolium* spp., or white clover *Trifolium repens*), cover of bare ground or litter, and sward height.
- 2.3.12 Environment Bank will employ structured walks in those habitats where frequency data of positive and/or negative indicator species, and aggregate cover of plant species/groups will inform on whether our habitat creation/restoration feature is meeting the definitions of the target habitat in UKHab and meeting the condition criteria in the Metric. For example, condition assessment of high distinctiveness grasslands requires frequency data on positive and negative indicator species, whilst assessment of heathland requires frequency data on dwarf-shrub species, heather age-classes and grazing impacts.
- 2.3.13 Structured walk data will contribute to Environment Bank's assessment of whether a favourable condition Priority habitat has been successfully achieved (where this was the target).

Whole feature assessment

- 2.3.14 Some attributes such as canopy cover of native trees in woodland; canopy cover of scattered trees in heathland; cover of scrub in grasslands; physical damage or excessive poaching in grasslands; or visual evidence of pollution in coastal saltmarsh are best assessed at the whole habitat feature level but will be determined following a walk-over of the habitat feature.

² Section 41 of the Natural Environment and Rural Communities (NERC) Act 2006 habitats and species of principal importance in England.

Linear features

The monitoring baseline data for habitat features with a 'line' spatial feature type, will be recorded by linear section at the length (m) specified in the Metric and/or in the habitat definition in UKHab, plus at the whole feature level (i.e. entire length of linear feature). The Metric condition assessment for the Hedgerow and Line of trees linear habitats are based on the Hedgerow Survey Handbook (Defra, 2007). Re-surveys of created/enhanced sections will inform on progress towards Metric condition criteria, such as the successful establishment of the requisite number of woody species per 30 m section in species-rich hedgerow creation.

Aquatic Habitats

Rivers

- 2.3.15 MoRPh5 ([Modular River Survey](#)) assessments will be carried out as a baseline for rivers, where included within a site, and subsequent resurvey will follow these methods.
- 2.3.16 Marginal vegetation will follow the methods set out for terrestrial habitats.
- 2.3.17 Further aquatic plant or macro-invertebrate surveys would be considered where appropriate and carried out by Environment Bank staff or an approved Environment Bank sub-contractor.

Ditches

- 2.3.18 As with terrestrial linear features, ditches will be recorded by linear section at the length (m) specified in the Metric and/or in the habitat definition in UKHab, plus at the whole feature level (i.e. entire length of linear feature). Re-surveys of created/enhanced sections will inform on progress towards Metric condition criteria, such as the successful establishment of the requisite number of emergent, submerged and floating-leaved plants per 20 m section or % cover of marginal vegetation.

Survey Frequency

- 2.3.19 The frequency of each type of survey will be dependent on the habitat type and the time to target condition set by the Metric and will be adaptive where needed (e.g. if habitat features are not achieving gains towards the set targets as expected, adaptive management and an increase in monitoring frequency may be triggered).
- 2.3.20 A bespoke Monitoring Schedule for DOR03 is provided in Section 2.4.

Management – Report of Actions Taken

- 2.3.21 Each year the Land Manager must complete a 'Report of Actions Taken' (RAT) form. The Land Manager must complete the form to show they have completed all actions required in the management plan for that particular year. The report will be used to

inform Environment Banks monitoring visits and annual management review process – refer to the HMP for more detail.

- 2.3.22 Data on stock animal used and stocking density, dates during which stock were on the Site, and shutting-up and cutting dates – where applicable – will be collected.

2.4 Adaptive Management

- 2.4.1 The results of the monitoring survey will be used in combination with the annual review of the HMP and the Report of Actions Taken provided by the Land Manager to identify and implement any management changes required to achieve target condition – refer to the annual HMP Review and the costed contingency proposals in the HMP document.

2.5 Reporting

- 2.5.1 Data compiled during the monitoring survey will be summarised within the Habitat Monitoring Report. This will include an assessment of the condition of each habitat type within the Site and an appraisal of whether the habitats are making the expected gains towards achieving target habitat type and condition, within the Time to Target.
- 2.5.2 Environment Bank will provide a copy of the Habitat Monitoring Report to the LPA every 5 years, or more frequently if requested.

3. Monitoring Schedule for DOR03

- 3.5.1 Environment Bank will undertake an annual visit to ensure that management is being undertaken correctly in line with the prescriptions in the HMP and that it aligns with the responses in the Report of Actions taken.
- 3.5.2 A bespoke Monitoring Schedule for DOR03 is provided in Table 2 below, which will be carried out by Environment Bank ecologists who meets the competency standards required, or an approved Environment Bank sub-contractor.
- 3.5.3 Each habitat will be mapped and assessed against the relevant habitat condition criteria in the Metric.

Table 2: Monitoring schedule for DOR03 showing the habitat type to be surveyed, the type of monitoring survey to be carried out, and the frequency of survey in relation to the time to target.

Key to habitat types: LM – Lowland meadows; ONG – Other neutral grassland; CFGM – Floodplain wetland mosaic and CFGM; MXS – Mixed scrub; PND – Pond (priority habitat); NH – Native hedgerow; DTC – Ditch, RVR – Other rivers and streams; Ret. – Retained habitat.

Key to survey type: CA – Metric condition assessment; SW – Structured walk; Q – Quadrats; WF – Whole feature assessment; Soils – Soil chemistry; RAT – Report of Actions Taken (Management Survey); [] – If required.

Habitat Type	Site	LM	ONG	CFGM	MXS	NH	NH	DTC	RVR	RVR	Ret.
Time to target (years)		15	10	4	10	5	12	8	1	2	N/A
Baseline survey (Capital Works phase)	Soils RAT	SW Q CA	SW Q CA	SW Q CA	N/A	N/A	N/A	N/A	Morph	Morph	Morph CA
Year 1	RAT	SW Q CA	SW Q CA	SW Q CA	WF CA	WF CA	WF CA	WF CA	Morph		
Year 2	RAT	SW	SW	SW Q CA	WF	WF	WF	WF	Morph		
Year 3	RAT	SW	SW	SW Q CA	WF	WF	WF	WF			
Year 4	RAT	SW	SW	SW Q CA	WF	WF	WF	WF			
Year 5	Soils RAT	SW Q CA	SW Q CA	SW Q CA	CA	WF	WF	WF			WF CA
Year 6	RAT	SW	SW		WF			WF			
Year 7	RAT	SW	SW	SW	WF	WF	WF	WF			
Year 8	RAT	SW	SW Q CA		CA			WF			

Habitat Type	Site	LM	ONG	CFGM	MXS	NH	NH	DTC	RVR	RVR	Ret.
Time to target (years)		15	10	4	10	5	12	8	1	2	N/A
Year 9	RAT	SW	SW Q CA	SW	CA						
Year 10	Soils RAT	SW Q CA	SW Q CA	SW Q CA	CA	WF CA	WF CA	WF CA	Morph	Morph	WF CA Morph
Year 11	RAT	SW					WF CA				
Year 12	RAT	SW	SW	SW	WF	WF	WF CA	WF			WF
Year 13	RAT	SW Q CA									
Year 14	RAT	SW Q CA	SW	SW							
Year 15	Soils RAT	SW Q CA	SW Q CA	SW Q CA	CA	WF CA	WF CA	WF CA			WF CA
Year 16	RAT										
Year 17	RAT	SW	SW	SW	WF	WF	WF	WF			
Year 18	RAT										
Year 19	RAT	SW	SW	SW							
Year 20	Soils RAT	SW Q CA	SW Q CA	SW Q CA	CA	WF CA	WF CA	WF CA	Morph	Morph	WF CA Morph

Habitat Type	Site	LM	ONG	CFGM	MXS	NH	NH	DTC	RVR	RVR	Ret.
Time to target (years)		15	10	4	10	5	12	8	1	2	N/A
Year 21	RAT										
Year 22	RAT	SW	SW	SW	WF	WF	WF	WF			
Year 23	RAT										
Year 24	RAT										
Year 25	Soils RAT	SW Q CA	SW Q CA	SW Q CA	CA	WF CA	WF CA	WF CA			WF CA
Year 26	RAT										
Year 27	RAT	SW	SW	SW	WF	WF	WF	WF			
Year 28	RAT										
Year 29	RAT										
Year 30 End	RAT	SW Q CA	SW Q CA	SW Q CA	CA	WF CA	WF CA	WF CA	Morph	Morph	WF CA Morph

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Figure 1: Proposed Habitats

Figure 2: Proposed Condition