

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 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 in accordance with the monitoring provisions at Schedule 3 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.
- 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 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
- 2 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 Habitat Creation and Enhancement Works Date	Management Payments (£)	Monitoring Fee (£)	Annual Uplift (£)	Bond Sum (£)	Monitoring and Management Payments Made in Year (£)
0	[REDACTED]				
1					
2					
3					
4					
5					
6					
7					
8					

Anniversary of Habitat Creation and Enhancement Works Date	Management Payments (£)	Monitoring Fee (£)	Annual Uplift (£)	Bond Sum (£)	Monitoring and Management Payments Made in Year (£)
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
1					
2					

Anniversary of Habitat Creation and Enhancement Works Date	Management Payments (£)	Monitoring Fee (£)	Annual Uplift (£)	Bond Sum (£)	Monitoring and Management Payments Made in Year (£)
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

Anniversary of Habitat Creation and Enhancement Works Date	Management Payments (£)	Monitoring Fee (£)	Annual Uplift (£)	Bond Sum (£)	Monitoring and Management Payments Made in Year (£)
26					
27					
28					
29					
30					
	<i>End of covenant period</i>				

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 Schedule 15.4; Schedule 15.4
- 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 Schedule 15.6 shall apply;
- 1.6 Where paragraph Schedule 31.5 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:

Ruth Murray

Name



Director signature

In the presence of:



Witness name



Witness address



Witness signature

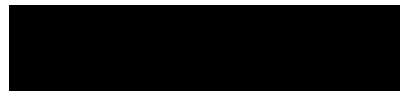
Executed as a deed by **RSK Biocensus Limited**
acting by:

Jonathan Davies

Name

Paola Reason

Name

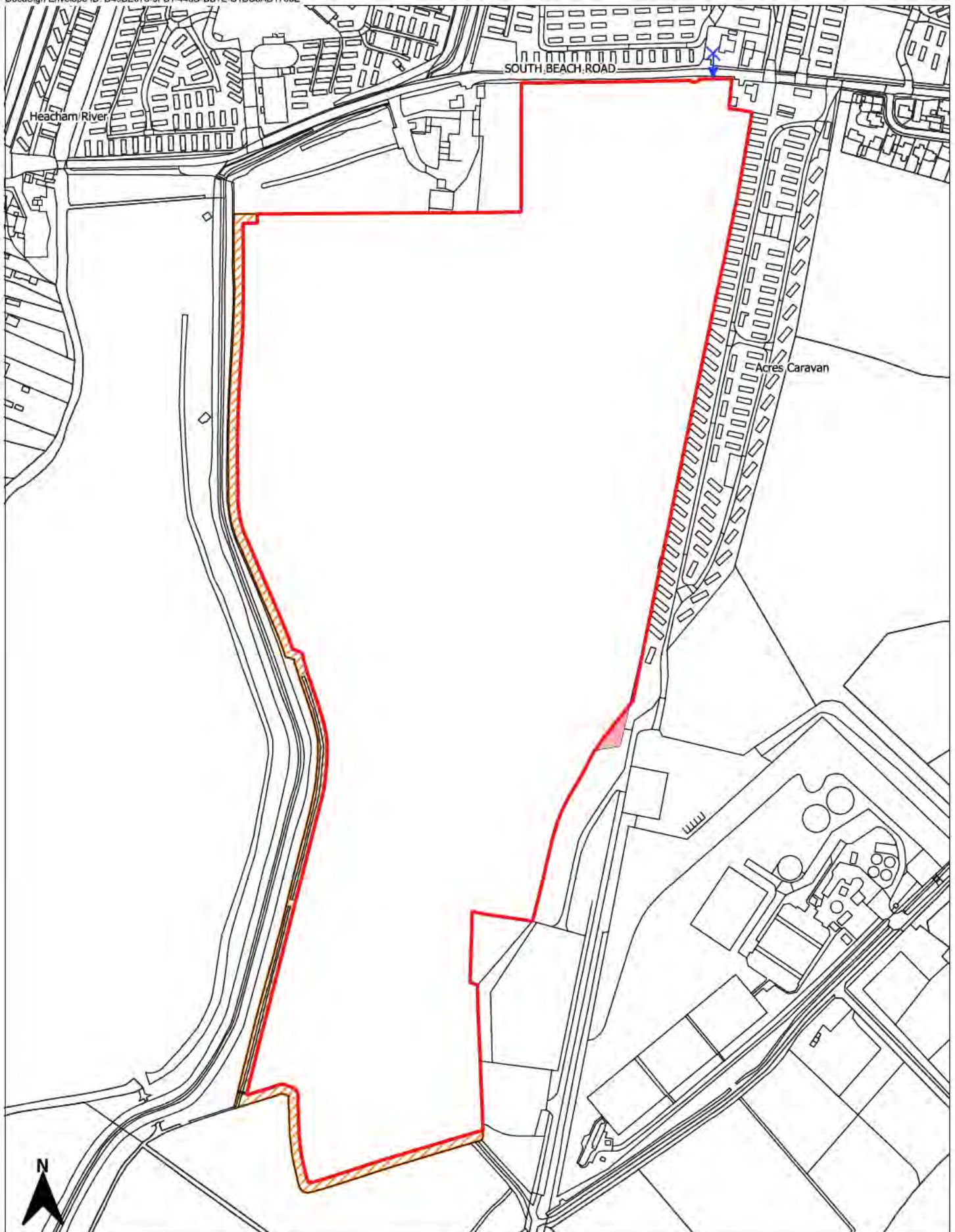


Director signature



Director/Secretary signature

Appendix 1 Plan



Scale 1:2500

Administrative Area: King's Lynn and West Norfolk Borough Council

Central OS Grid Reference: TF6655436616

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50 0 50 100 150 m

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