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Dated 2 October 2024

Crispin Carpenter
CRISPIN WILLIAM CARPENTER
for and on behalf of Michelmore LLP

Deed of Agreement

pursuant to section 117 of the Environment Act 2021

relating to a Habitat Bank at Wood Lane, Lathom, Ormskirk (WLANC02)

- (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 LAN276138.
- (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 of [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	a Habitat Bank at Wood Lane, Lathom, Ormskirk registered at HM Land Registry under title number LAN276138 and 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.

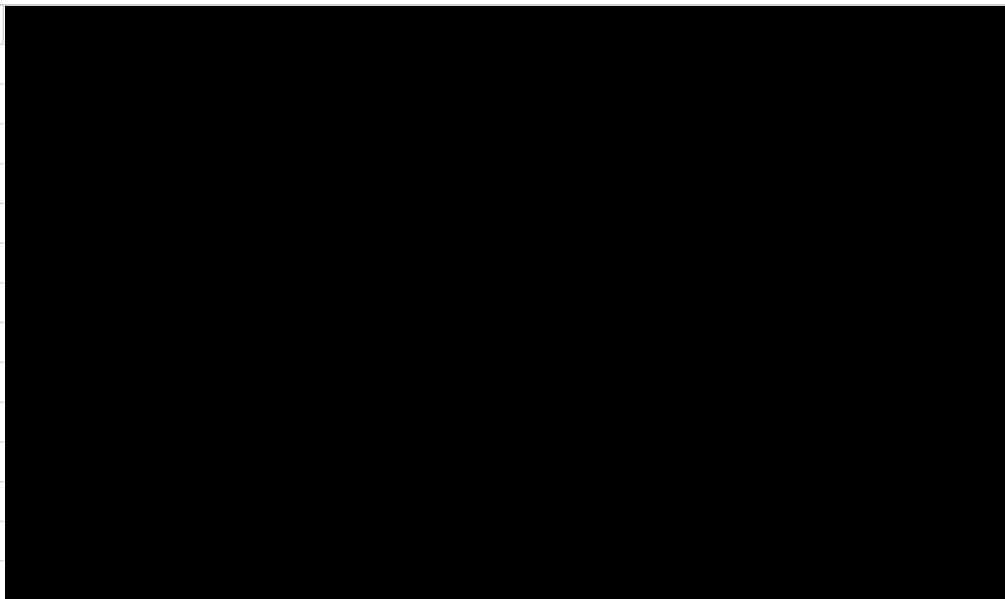
Schedule 2 Fees and Payment

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					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

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End of covenant period	

Schedule 3
Monitoring Plan by the Responsible Body

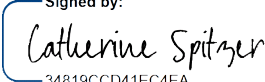
1 Monitoring by the Responsible Body

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:

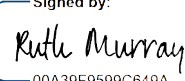
- 1.1 During years 1, 3, 5, 10, 15, 20, 25, 30 of the Covenant Period and between the months of June to September the Gain Site Operator will provide to the Responsible Body a Monitoring Pack in accordance with paragraph ~~Error! Reference source not found.~~ ~~Error! Reference source not found.~~ *5.4 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

Signed by:

34819CCD41EC4EA...
Director signature

Ruth Murray
Name

Signed by:

00A39F9599C649A...
Director signature

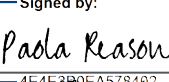
Executed as a deed by **RSK Biocensus Limited**
acting by:

Jonathan Davies
Name

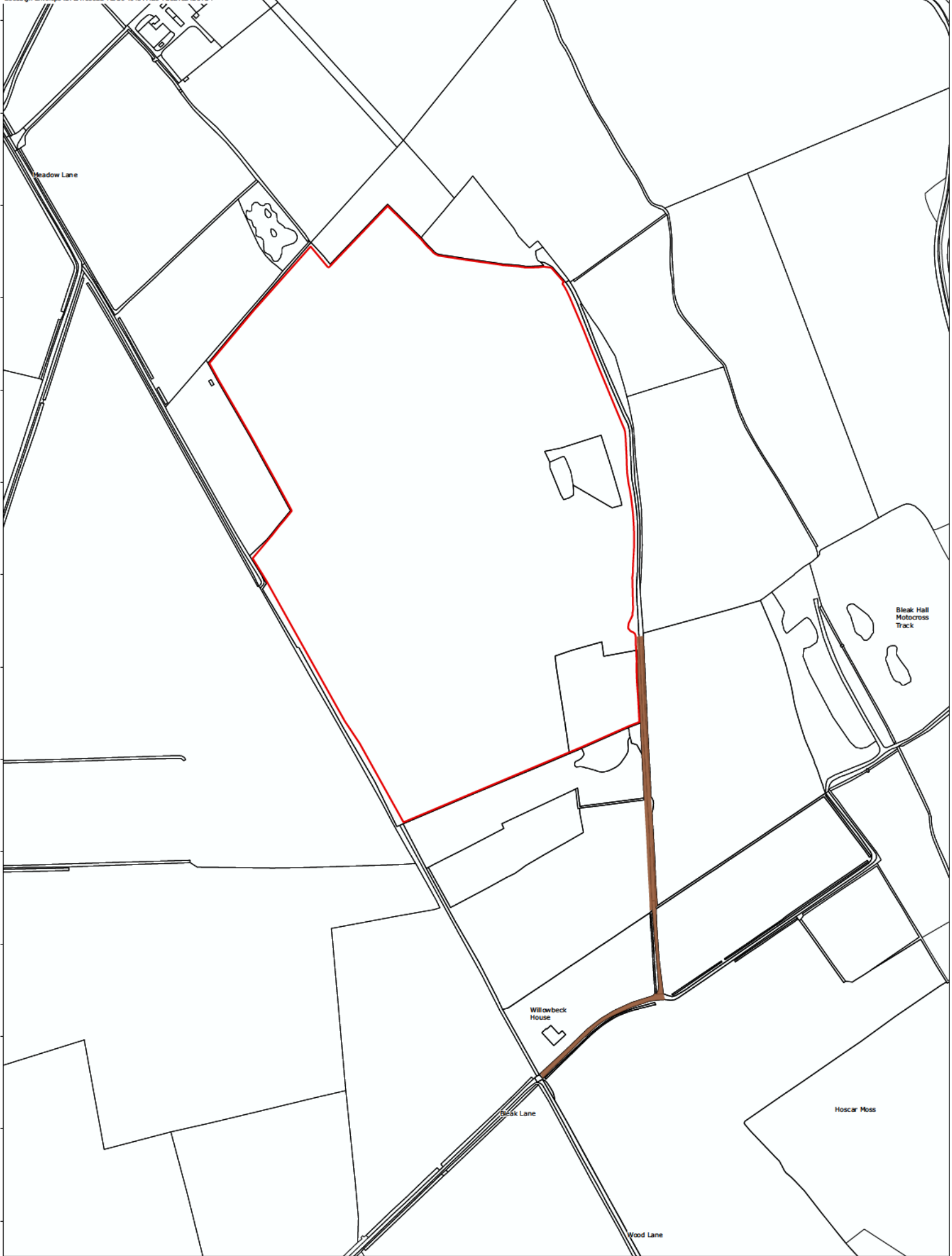
Signed by:

179F9E98BFB2423...
Director signature

Paola Reason
Name

Signed by:

4E4F2B0E A578492...
Director/Secretary signature

Appendix 1 Plan



Plan 1
WLANC02

WLANC02 Habitat Bank Area
 Access Route

Administrative Area: West Lancashire Borough Council
Central Coordinate Reference: 274 051 W 53 36 56 N
Contains OS data © Crown copyright 2023.
Supplied by mapbox.com, a licensed OS Partner

Plan 1	17/04/23	WLANC02 LP P01
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0 30 60 90 m

Scale 1:2,500

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

WLANC02 – LAND KNOWN AS BIG BOB'S WOOD,
HOSCAR

Ref: WLANC02-EB-HMP

Issued: 03/07/2024

Report Reference: v04

A NEW PLAN FOR
THE PLANET

 **ENVIRONMENT
BANK**

Report details	
Site code	WLANC02
Site name	Land Known as Big Bob’s Wood
Report title	Habitat Management Plan
Report reference	WLANC02-EB-HMP
Report version	04
Report author(s)	Lausanne Jenkins ACIEEM (Principal Ecologist)
Approved by	Sue Charlton MCIEEM (Associate Ecologist)
Date	03/07/2024

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 of the Land Known as Big Bob’s Wood (Environment Bank Reference WLANC02) (hereafter referred to as the ‘Site’) and shown within the Site 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 Site Boundary is shown on Figure 1.

Table 1: Site details

Site Details	
Site	WLANC02
Address	Land Known as Big Bob’s Wood, Hoscar, West Lancashire
National Grid Reference (Centroid)	SD 4688 1306
Local Planning Authority	West Lancashire
National Character Area (NCA)	Lancashire and Amounderness Plain
Land Ownership	Absolute

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	Alfred John Cowburn, Linda Cowburn and Julie Cowburn
Contact address	Tawdside Farm, 38 Deans lane, Lathom, Ormskirk, L40 4BL
Land Manager	Alfred John Cowburn, Linda Cowburn and Julie Cowburn

Habitat Management Plan

WLANC02 –Land Known as Big Bob’s Wood, Hoscar

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 Site is used for grazing since it was reclaimed from woodland during the 1950s and 60s, with sections of the Site also used for growing potatoes. The majority of the Site currently holds a perennial rye grass ley, with areas of modified grassland in the south and east of the Site. A plot in the southeast corner of the Site has been used to grow commercial spruce trees.
Utilities	A Utilities search dated 13 th March 2023 revealed no utility apparatus within or over the Site.
Flooding	The entire Site lies within Environment Agency Flood Zone 3, which covers land with a 1 in 100 (1 %) or greater chance of flooding each year from rivers, when the presence of flood defences is ignored. Very small sections along the east and west boundaries of the Site are also at low risk of flooding from surface water. The habitats that are proposed for the Site have been designed with due consideration to the flood risk.
Public Access	Public rights of way are present adjacent to the north and west boundary of the Site.
Protected Species	A data search from Lancashire Environment Record Network (LERN), has returned records of a number of notable and protected species recorded within 1 km of the Site in the last 10 years. The habitats and works proposed have taken into account minimising harm to any species of importance that may exist on the Site.
Invasive Species	Invasive non-native species Himalayan balsam <i>Impatiens glandulifera</i> currently exists on site. Rhododendron <i>Rhododendron ponticum</i> grows adjacent to the boundary of the Site.

2 Enhancement and Management Proposals

2.1 Excluded Habitats

- 2.1.1 Boundary trees and shrubs do not form part of the Habitat Bank. It is the responsibility of the Landowner/ Manager to maintain these features.

2.2 Management Aims

- 2.2.1 The aims of the HMP are summarised in Table 4 below and indicative project areas proposed shown within Figure 2. This report details the four Habitat Project Options proposed for the Site. The projects are defined by the target habitat type.
- 2.2.2 The target condition criteria are in line with the Statutory Biodiversity Metric (DEFRA, 2023a) (the Metric) and are provided for each habitat project option at Appendix A.

Table 4: Aims for each Habitat Project Option

Habitat Projects Options		
WLANC02-ONG	(Other Neutral Grassland)	<i>To create other neutral grassland habitat on existing cropland and willow scrub in Good condition.</i>
WLANC02-LM	(Lowland Meadow)	<i>To enhance existing modified grassland to lowland meadow in Moderate condition.</i>
WLANC02-WW	(Wet Woodland)	<i>To enhance existing wet woodland from Poor to Moderate condition.</i>
WLANC02-DTC	(Ditches)	<i>To retain the existing ditch in Poor condition.</i>

- 2.2.3 This HMP sets out the management objectives for the above management aims. Soil analysis, water testing, a hydrological assessment, and botanical surveys were completed prior to the implementation of creation and enhancement 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 projects for ease of project planning. Note - the actions for both lowland meadow and other neutral grassland are similar. It has been assumed at least one year of nutrient stripping on the soils will be required.

Table 5: Creation and establishment prescriptions for all areas

Project ref	Parcel reference	Action	Comments	Timing	Delivery body	Capital works / Management	Objective/s
WLANC02-ALL	ALL	Implement best practice biosecurity measures.	Best practice biosecurity measures such as washing down vehicles and footwear prior to and following site visits should be implemented to minimise transmission of invasive non-native species and pathogens.	As required	Land Manager / Environment Bank Ltd. (EBL)	Management / Capital Works	N/A
WLANC02-ALL	ALL	If required: Install/repair perimeter fencing to allow grazing.	To manage the habitat and ensure suitability for stock control	As required	EBL	Capital Works	N/A
WLANC02-ALL	ALL	If required: Install water to allow grazing.	To ensure water is always available for stock.	As required	EBL	Capital Works	N/A
WLANC02-ALL	PWW01, PONG01 and along the ditch	Eradicate/control invasive non-native plant species.	Himalayan balsam is present on-site. The eradication/control of invasive species is essential for achieving the targeted habitat conditions in all habitats.	As required for the species identified 2024–2025	EBL	Capital Works	N/A

Habitat Management Plan

WLANC02 –Land Known as Big Bob's Wood, Hoscarr

Project ref	Parcel reference	Action	Comments	Timing	Delivery body	Capital works / Management	Objective/s
WLANC02-ALL	PONG02	Hydrology groundworks	As detailed in the Hydrology Assessment, small-scale enhancements will be implemented to increase water retention on-Site, including: - Interception of field drains by the excavation of a trench and infilling with the peat arisings to reduce the effectiveness of the field drains. - The creation of a low-level contour bund and swales (<0.5 m) on the gentle slope paralleling the western site boundary to impede water flow and retain water.	August 2024	EBL	Capital Works	N/A
WLANC02-ONG	PONG01, PONG02, PONG03	Cease all fertiliser inputs	To reduce soil nutrient levels. Soil phosphorus (P) is required to be between an index of 0 and 1.	June 2023 – 2055	Land manager	Management	1
WLANC02-ONG	PONG02	Nutrient strip: manage perennial rye-grass ley for silage/haylage/hay. Cut vegetation and remove all arisings.	To reduce soil nutrient levels. The desired soil P is required to be between an index of 0 and 1. A cut should be undertaken between late May and September. If there is the potential for ground nesting birds to be present then an EBL ecologist will be able to advise on suitable avoidance measures, including maintaining a buffer around any nests. Up to two further cuts can be	Late May – September 2023 – 2024	EBL/ Land manager	Capital works (cut, removal of arisings and rolling)/ Management (all remaining cuts and removal of arisings).	1

Habitat Management Plan

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Project ref	Parcel reference	Action	Comments	Timing	Delivery body	Capital works / Management	Objective/s
			undertaken during the growing season with all arisings removed. (Nb Due to a large number of molehills on Site it is agreed that the first cut, removal of arisings and rolling of the molehills will be completed under capital works).				
WLANC02-ONG	PONG02	Prepare ground for seeding: Cut existing vegetation short and lightly harrow (using chain harrow only) to create bare ground.	To reduce competition of existing vegetation and to ensure seed makes contact with bare ground to increase success rate of germination.	September 2024	EBL	Capital Works	1
WLANC02-ONG	PONG02	Spread green hay or brush harvested seed.	Grassland enhancement will ideally be achieved through the introduction of green hay/ brush harvested seed from a local grassland of suitable condition. Hay/seed will be sown at a ratio of 1:3, e.g. 1 ha of donor site hay/seed spread on 3 ha of the recipient site. If a suitable local source is not found, then a commercial seed mix will be sown - see below.	September 2024	EBL	Capital Works	1
WLANC02-ONG	PONG02	OR Sow commercial seed mix (10-40 kg per hectare) and roll to ensure contact with ground.	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.	September 2024	EBL	Capital Works	1

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WLANC02 –Land Known as Big Bob’s Wood, Hoscarr

Project ref	Parcel reference	Action	Comments	Timing	Delivery body	Capital works / Management	Objective/s
WLANC02-ONG	PONG01, PONG03	Remove spruce and planted willow trees.	Parcels PONG01 and PONG03 contain spruce trees and recently planted willows at baseline, respectively. Both the spruce trees and the willow scrub need to be removed before grassland seeding can take place. All plants and stumps will be removed from the parcels. Arisings will be mulched, with the waste being disposed of offsite to prevent excess nutrients entering the soils.	December 2024 – February 2025	EBL	Capital Works	1, 4
WLANC02-ONG	PONG01, PONG02, PONG03	If required: Hand pulling manage/remove undesirable species (e.g. nettle, thistles, docks).	Undesirable plant species will be hand pulled. The aim should be to maintain low levels of these species within the sward and not eradication.	As required at the appropriate time and during the active growing season 2025	EBL	Capital Works	6
WLANC02-ONG	PONG01, PONG03	Prepare ground for seeding: Cut existing vegetation short and lightly harrow (using chain harrow only) to create bare ground.	To reduce competition of existing vegetation and to ensure seed makes contact with bare ground to increase success rate of germination.	September 2025	EBL	Capital Works	1

Habitat Management Plan

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Project ref	Parcel reference	Action	Comments	Timing	Delivery body	Capital works / Management	Objective/s
WLANC02-ONG	PONG01, PONG03	Spread green hay or brush harvested seed.	Grassland enhancement will ideally be achieved through the introduction of green hay/ brush harvested seed from a local grassland of suitable condition. Hay/seed will be sown at a ratio of 1:3, e.g. 1 ha of donor site hay/seed spread on 3 ha of the recipient site. If a suitable local source is not found, then a commercial seed mix will be sown - see below.	September 2025	EBL	Capital Works	1
WLANC02-ONG	PONG01, PONG03	OR Sow commercial seed mix (10-40 kg per hectare) and roll to ensure contact with ground.	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.	September 2025	EBL	Capital Works	1
WLANC02-ONG	PONG01, PONG03	If required: Hand pulling manage/remove undesirable species (e.g. nettle, thistles, docks).	Undesirable plant species will be hand pulled. The aim should be to maintain low levels of these species within the sward and not eradication.	As required at the appropriate time and during the active growing season 2026	EBL	Capital Works	6
WLANC02-ONG	PONG01, PONG03	If required: Manage the natural regeneration of non-native spruce and willow seedlings.	Control natural regeneration of the previous spruce crop and planted willows by hand pulling of young seedlings.	2025 – 2026	EBL	Capital works	6

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Project ref	Parcel reference	Action	Comments	Timing	Delivery body	Capital works / Management	Objective/s
WLANC02-LM	PLM01, PLM02	Follow actions for WLANC02-ONG	Early enhancement works for both other neutral grassland and lowland meadow will be broadly the same, however, no trees and shrubs need removed from parcels targeted for lowland meadow.	2023 – 2025	EBL/ Land Manager	Capital Works/ Management (nutrient stripping following the first cut and remove).	1, 4, 6
WLANC02-WW		Light coppicing of trees and shrubs.	Maintain variation in height and structure as well as creating a range of tree ages within the woodland. Coppiced trees and shrubs to be selectively thinned with no more than 20% of the woodland being coppiced at any one time. Cutting is not permitted between 28th February and 1st September to avoid nesting bird season.	September 2024 – February 2025	EBL	Capital Works	6
WLANC02-WW		Creation/ retention of deadwood.	Deadwood provides a valuable resource for a wide range of species including many scarce invertebrates. Fallen and standing dead and decaying wood (including submerged and semi-submerged deadwood) will be encouraged by retaining fallen trees and cut woody branches/ limbs and stumps on-site. Root plates of fallen trees will also be retained to allow water to pool beneath them.	September 2024 – February 2025	EBL	Capital Works	6

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Project ref	Parcel reference	Action	Comments	Timing	Delivery body	Capital works / Management	Objective/s
WLANC02-DTC	N/A	Control of bracken.	Dense bracken will be reduced to a minimum to ensure the ditch is open to light, to support the growth of aquatic and marginal plants. Bracken will be cut twice each year for a minimum of three consecutive years. The first cut will be undertaken in mid-July when the bracken is 50-75 cm high. This should be followed by a second cut six weeks later.	Mid July – September 2024 – 2026	EBL	Capital Works	N/A
WLANC02-DTC	N/A	Control of bramble.	Bramble will be controlled to ensure the ditch is open to light, to support the growth of aquatic plants. Bramble control will be carried out over two consecutive winters, with the bramble on half of the ditch managed in winter 2024 – 2025 and the remaining half managed during winter 2025 – 2026. Bramble removal is not permitted between 28th February and 1st September to avoid nesting bird season.	December – February 2024 – 2025 and 2025 – 2026	EBL	Capital Works	N/A

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 one year 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

Area	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
WLANC02 -ALL	Implement best practice biosecurity measures.	As required												
WLANC02 -ALL	If required: Install/repair perimeter fencing to allow grazing.	As required												
WLANC02 -ALL	If required: Install water to allow grazing.	As required												
WLANC02 -ALL	Eradicate/control invasive non-native plant species.	As required for the species identified 2024–2025												
WLANC02 -ALL	Hydrology groundworks.	2024												
WLANC02 -ONG	Cease all fertiliser inputs.	June 2023– 2055												

Habitat Management Plan
WLANC02 –Land Known as Big Bob’s Wood, Hoscarr

Area	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
WLANC02 -LM														
WLANC02 -ONG	Nutrient strip: Cut vegetation and remove arisings.	2023												
WLANC02 -LM														
WLANC02 -ONG	Prepare ground for seeding: Cut existing vegetation short and lightly harrow (using chain harrow only) to create bare ground.	2024 (PONG02, PLM01, PLM02) & 2025 (PONG01, PONG03)												
WLANC02 -LM														
WLANC02 -ONG	Spread green hay or brush harvested seed OR Sow commercial seed mix.	2024 (PONG02, PLM01, PLM02) & 2025 (PONG01, PONG03)												
WLANC02 -LM														
WLANC02 -ONG	Remove spruce and planted willow trees.	2024 – 2025												
WLANC02 -ONG	If required: Hand pulling to manage/remove undesirable species.	2025 – 2026												

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Area	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
WLANC02-LM														
WLANC02-ONG	If required: Hand pulling to manage the natural regeneration of non-native spruce and willow seedlings.	2025–2026												
WLANC02-WW	Light coppicing of trees and shrubs.	2024–2025												
WLANC02-WW	Creation/ retention of deadwood.	2024–2025												
WLANC02-DTC	Control of bracken.	2024–2026												
WLANC02-DTC	Control of bramble.	2024–2025												

Habitat Management Plan

WLANC02 –Land Known as Big Bob's Wood, Hoscarr

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

Project ref	Action	Comments	Timing	Delivery body	Objective/s
WLANC02-ALL	Eradicate invasive non-native species - monitoring.	To reduce the risk of invasive non-native species becoming established on-Site, EBL ecologists will seek to identify any invasives during their annual monitoring visits. In addition, if a Land Manager is concerned, they may have identified an invasive species on-Site they can take a photograph, which can be sent to EBL for identification. In certain circumstances where only small numbers are found a method statement can be prepared between EBL and the Land Manager identifying appropriate control methods. Monitoring will be essential to ensure the control of Himalayan balsam onsite and no encroachment of Rhododendron onto Site.	2026–2055	EBL/Land Manager	N/A
WLANC02-ALL	If required: Eradicate invasive non-native species - significant new infestation.	Non-native invasive species, as listed in Schedule 9 of the Wildlife and Countryside Act 1981, as amended. 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.	2026–2055 As required for the species identified.	EBL	N/A

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WLANC02-ALL	Keep fences in good tenantable repair.	Boundary fencing should be checked at minimum once per week when livestock are present and once per month when stock are absent. Minor repairs such as hole repair, tensioning of stock net/ straining wire, replacement of individual fenceposts undertaken to ensure boundaries remain secure.	As required	Land Manager	N/A
WLANC02-ALL	As required: Replace fencing (whole or part thereof) when such is incapable of further repair.	Any fencing that becomes unsuitable for repair should be replaced.	As required	EBL	N/A
WLANC02-ONG	Graze with livestock.	The grazing regime will be dependent on grassland condition, and other variables, such as weather and ground conditions. Therefore, livestock density will be assessed each year to fit requirements, with fields either closed off from grazing for at least 10 weeks over the flowering season or stock managed in a way that allows objectives to be achieved. Native cattle breeds are recommended for grazing. Cattle disturb the ground to create micro-climates for invertebrates and poaching allows new seeds to germinate. Obtaining a varied structure is best achieved by either light grazing over a long period, or short pulse or mob grazing with higher stocking levels, (or a mix of the two) where a mosaic of grassland structure is created with equal emphasis on short swards and longer more tussocky swards (ideally between 2 cm and 10 cm).	2025-2055	Land Manager	1, 2, 3, 4

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				Livestock should be removed if ground becomes too wet to prevent over-poaching. Any worming of livestock should be undertaken off-Site a minimum of 48 hrs prior to their introduction to Site, to prevent harm to the Site invertebrate fauna. There is flexibility in the HMP to explore alternative management options (e.g. a summer cut followed by aftermath grazing if the ground conditions are dry enough).			
WLANC02-ONG	As required: Manage / remove undesirable species (e.g. docks, thistles and nettles).		As required at the appropriate time and during the active growing season 2027–2055	Land Manager	6		
WLANC02-ONG	If required: Manage the natural regeneration of non-native spruce and willow seedlings.		2027–2055	Land Manager	6		
WLANC02-LM	Follow all management actions for WLANC02-ONG.		As for WLANC02-ONG	As for WLANC02-ONG	As for WLANC02-ONG		

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WLANC02 –Land Known as Big Bob's Wood, Hoscarr

		within existing grasslands than from bare ground.			
WLANC02- WW	Retain deadwood.	Deadwood provides a valuable resource for a wide range of species including many scarce invertebrates. Fallen and standing dead and decaying wood (including submerged and semi-submerged deadwood) will be encouraged by retaining fallen trees and cut woody branches/limbs and stumps on-site. Root plates of fallen trees will also be retained to allow water to pool beneath them.	2026–2055	Land Manager	6
WLANC02- WW	Low intensity cattle grazing.	Allow cattle to lightly graze and trample to open up areas of woodland and create edge habitats.	Same as grazing in WLANC02-ONG and WLANC02-LIM 2025–2055	Land Manager	1, 5
WLANC02- WW	As required: Coppice trees and shrubs.	Maintain variation in height and structure as well as creating a range of tree ages within the woodland. Coppiced trees and shrubs to be selectively thinned with no more than 20% of the woodland being coppiced at any one time. Cutting is not permitted between 28th February and 1st September to avoid nesting bird season.	September–February 2030–2055	Land Manager	4, 6
WLANC02- DTC	Maintain ditch banks and margins, removing dense areas and bramble and bracken.	Dense bramble and bracken covering should be reduced to ensure the ditch is open to light, to encourage the growth of aquatic plants. Review ditch edges for heavy poaching. If necessary, may need to fence off.	As required 2027–2055	Land Manager	2, 4, 6

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WLANC02 –Land Known as Big Bob’s Wood, Hoscarr

WLANC02-DTC	As required: Removal of leaf litter, algae, duckweed and dense sediment build up.	Ditch clearance should be carried out over several years on rotation, with one section of ditch cleared per year.	November–February 2026–2055	Land Manager	1, 3
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Habitat Management Plan

WLANC02 –Land Known as Big Bob's Wood, Hoscar

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
WLANC02-ALL	Eradicate invasive non-native species – monitoring.	2026–2055												
WLANC02-ALL	If required: Eradicate invasive non-native species - significant new infestation.	2026–2055 As required for the species identified												
WLANC02-ALL	Keep fences in good tenable repair.	As required												
WLANC02-ALL	As required: Replace fencing (whole or part thereof) when such is incapable of further repair.	As required												
WLANC02-ONG	Graze with livestock.	2025–2055												
WLANC02-LM														
WLANC02-ONG	As required: Manage / remove undesirable species.	2027–2055												
WLANC02-LM														

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Area	Prescription	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
WLANC02-WW	Retain deadwood.	2026–2055												
WLANC02-WW	Low intensity cattle grazing.	2025–2055												
WLANC02-WW	As required: Coppice trees and shrubs.	2030–2055												
WLANC02-DTC	As required: Maintain ditch margins.	2027–2055												
WLANC02-DTC	As required: Removal of leaf litter, algae, duckweed and dense sediment build up.	2026–2055												

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

Habitat Bank Projects	Prescription
WLANC02-ONG (Other Neutral Grassland)	Grassland sown.
WLANC02-LM (Lowland Meadow)	Grassland sown.
WLANC02-WW (Wet Woodland)	Light coppicing of the woodland.

- 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 enhancement and 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:
1. the provisions of the management actions are fulfilled in accordance with the terms of the habitat management agreement and subsequent funding; and,
 2. 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:
1. Invoices/receipts from approved enhancement/management contractors; and,
 2. 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 Bank’s monitoring visits and annual management review process.

5.3 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 In addition to this, field monitoring surveys such as habitat surveys, condition assessments, soil analysis, invertebrate and bird surveys will be carried out in accordance with the Monitoring Strategy wither by a member of Environment Bank staff or an approved Environment Bank sub-contractor.
- 5.3.3 Each habitat will be mapped and assessed against the relevant habitat condition criteria as detailed in Appendix A.

- 5.3.4 Data compiled during this surveillance will be summarised within the Habitat Bank Monitoring Report.

5.4 Annual HMP 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
WLANC02-ALL		New Invasive non-native species identified	Adjust site management to include suitable management for the invasive species.	Management (some capital works costs may apply)
WLANC02-ONG	WLANC02-LM	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

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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
WLANC02-WW		Lack of natural woodland regeneration and excessive woodland damage due to over browsing by feral herbivores (e.g. deer and rabbit).	Install appropriate fencing around the woodland to prevent further damage and promote natural woodland regeneration.	Capital Works

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 2025 – 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)

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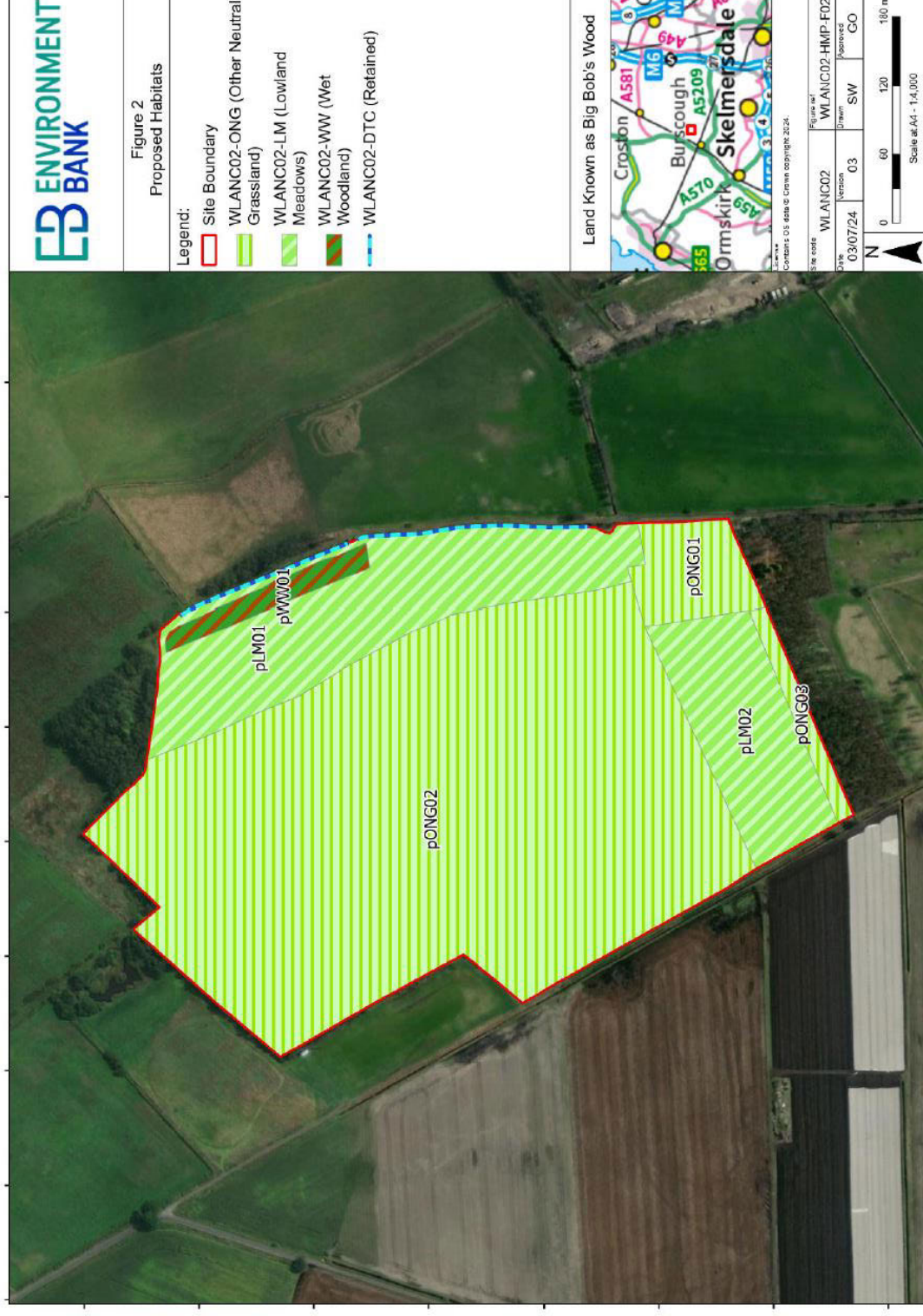
UKHab Ltd (2023). *The UK Habitat Classification Version 2.0* at <http://ukhab.org>

UK Habitat Classification Working Group (2018). *UK Habitat Classification User Manual* at <http://ecountability.co.uk/ukhabworkinggroup-ukhab>

Figure 1: Habitat Bank Site Boundary



Figure 2: Habitat Project Options and Field References



Appendix A: Management Objectives

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

WLANC02-ALL – All Habitats

Non-native Invasive Species and Pathogens

Invasive species are plant species that are prohibited from release into the wild. There is an extensive list (currently 42) which is set out in section 14(2) of the WCA 1981 (as amended). The invasive non-native species Himalayan balsam has been identified in parts of the Site, including parcel pWW01 and on the banks of the ditch. Management actions will therefore look to contain and control the species to reduce its range and stop it spreading. Additionally, rhododendron is known to be present adjacent to the Site boundary. Monitoring will therefore be necessary to ensure this species does not also spread onto the Site.

In addition, introductions of certain pathogens have devastated native species populations including the Chytrid fungus, which can decimate amphibian populations.

Once present on-Site non-native invasive species and pathogens can be very difficult to eradicate and the most effective way to limit their spread is by following best practice biosecurity protocols. These include washing down all footwear, equipment and vehicles prior to and following Site visits using a mild detergent solution, which should be undertaken on a hard surface away from any watercourses.

WLANC02-ONG – Other Neutral Grassland

Other neutral grassland in Good condition will be created on 15.44 ha across the Site. Most of the other neutral grassland will be created on existing cropland. This includes 14.33 ha of existing temporary grass and clover leys in parcel pONG02 and 0.81 ha of commercial spruce trees in parcel pONG01. Additionally, other neutral grassland will also be created where the planted willow trees are to be removed (pONG03), spanning 0.3 ha.

The lowering of nutrient levels is required prior to grassland creation across the Site. The aim is to achieve soils with a phosphorus (P) index between 0 to 1. These are optimum conditions for a diverse sward of native wildflowers to thrive. The lowering of nutrients will be achieved through taking grass cuts annually, between late May and September, and removing the arisings, with no additional inputs. Soil analysis has shown that the vast majority of the Site currently has a P index of 0.5 – 1.5, except a very small area adjacent to the northern boundary with a P index of 2.1, therefore one year of nutrient stripping is deemed sufficient.

Further capital works are also required to remove the commercial spruce crop in parcel pONG01 and the planted willows in parcel pONG03 before grassland creation. The plants, including any stumps, will be removed from both parcels. The arisings will then be mulched and disposed of off-site. Care will be taken during the tree clearance to minimise harm to existing wildlife within these habitats.

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Once the desired soil nutrient status has been achieved and clearance works and groundworks have taken place, a final grass cut will be taken with all arisings removed. The ground will be lightly harrowed to create areas of bare ground, using a chain harrow rather than a power or tine harrow, so as not to damage the underlying peat. The grassland will then be sown with a green hay or a brush harvested seed mix from a local source and then rolled to allow the seed to make contact with the ground.

A National Vegetation Classification (NVC) of MG8 *Cynosurus cristatus-Caltha palustris* grassland will be targeted for the other neutral grassland. The habitat will therefore contain a variety of plants that are suited to periodically inundated ground conditions. Capital works are planned to promote the retention of water on-Site. This includes infilling field drains and creating a low bund with swale towards the western boundary of the Site. There will likely be subtle changes in the sward across the Site depending on ground conditions. The grassland will also be monitored yearly to ensure it will reach the targeted habitat.

The grassland will be maintained through an appropriate rotational grazing regime, preferably with a native cattle breed. This could include either year-round low intensity grazing or high intensity short term pulse or mob grazing, as well as a mix of both. Fields will be closed off to stock, or grazing greatly restricted, for a minimum of 10 weeks over the flowering season to allow plants to flower and set seed. Stocking levels and the duration of grazing may vary annually, depending on grassland condition as well as other factors including weather and ground conditions. There is flexibility in the HMP to explore alternative management options (e.g. a summer hay cut followed by aftermath grazing if the ground conditions are dry enough).

To achieve the target condition of Good for other neutral grassland in line with the Metric, it requires the fulfilment of five of the following six criteria, including essential criterion a and f, within 10 years:

- a. The appearance and composition of the vegetation closely matches characteristics of the habitat ‘other neutral grassland’ (UKHAB Ltd., 2023). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward.
- 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 less than 20 % and cover of scrub (including bramble) less than 5 %.
- e. There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of species indicative of sub-optimal condition¹ and physical

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*,

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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.

- f. There are greater than nine species per metre squared.

The Habitat Management Objectives for WLANC02-ONG are as follows:

1. Deliver minimum of nine grassland 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 of between 1 % and 5 %.
4. Maintain scrub coverage at less than 5 % and bracken at less than 20 %.
5. Remove invasive non-native species.
6. Maintain the combined cover of species indicative of sub-optimal condition and physical damage at less than 5 %.

WLANC02-LM - Lowland meadow

Existing modified grassland habitat, totalling 5.19 ha, will be enhanced to lowland meadow in Good condition. Like WLANC02-ONG, an NVC MG8 plant community will be targeted, aiming for higher species richness than the other neutral grassland. The meadow will be monitored for species diversity and the presence of indicator species to ensure the targeted community is achieved.

The Lowland meadow requires the same conditions as WLANC02-ONG to be created and will therefore follow a similar regime for creation. Following a year of nutrient stripping practices, A cut will be taken. The grassland will then be sown with same green hay or brush harvested seed mix used for WLANC02-ONG. Long term management will also follow the same options as WLANC02-ONG.

To achieve the target condition of Good for lowland meadow in line with the Metric, it requires the fulfilment of five of the following six criteria, including essential criterion a and f, within 15 years:

- a. The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type ‘lowland meadows’ (UKHAB Ltd., 2023). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward.
- 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.

creeping buttercup *Ranunculus repens*, greater plantain *Plantago major*, white clover *Trifolium repens*, cow parsley *Anthriscus sylvestris*.

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- c. Cover of bare ground between 1 % and 5 %, including localised areas, for example, rabbit warrens.
- d. Cover of bracken less than 20 % and cover of scrub (including bramble) less than 5 %.
- e. There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of species indicative of sub-optimal 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.
- f. There are greater than nine species per metre squared.

The Habitat Management Objectives for WLANC02-LM are as follows:

1. Deliver a lowland meadow, as per the UK Habitat Classification description, with a minimum of 16 grassland species per 1 m x 1 m quadrat (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, during the peak flowering season.
3. Deliver bare ground cover of between 1 % and 5 %
4. Maintain/reduce scrub coverage to less than 5 % and bracken to less than 20 %.
5. Remove invasive non-native species.
6. Maintain / reduce the combined cover of species indicative of sub-optimal condition and physical damage to less than 5 %.

WLANC02-WW – Wet Woodland

The existing wet woodland in parcel pWW01 will be enhanced from Poor to Moderate condition. The woodland currently contains the invasive non-native species Himalayan balsam within it. There is also minimal deadwood and the woodland lacks a diverse age and vertical structure.

Woodland enhancement will therefore include controlling invasive species and aiding natural regeneration of native trees and shrubs. Additionally, fallen and standing dead and decaying wood will be encouraged by retaining felled trees and cut woody branches, stumps and limbs on-Site. The woodland will be coppiced on rotation to create a wider age range in the trees and diversify its structure. Stock will be allowed to graze within the habitat to establish suitable ground flora, however, no new trees will be planted due to the deep peat soils.

To achieve the target condition of Moderate for wet woodland in line with the Metric, it requires the habitat score between 26 to 32 of the condition score within 10 years. The criteria for woodland are as follows:

²Species 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*.

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Condition Assessment Criteria			
Indicator	Good (3 points)	Moderate (2 points)	Poor (1 point)
Age distribution of trees	Three age classes present	Two age classes present	One age class present
Wild, domestic and feral herbivore damage	No significant browsing damage evident in woodland	Evidence of significant browsing pressure is present in 40% or less of whole woodland	Evidence of significant browsing pressure is present in 40 % or more of whole woodland
Invasive plant species	No invasive species present in woodland	Rhododendron or laurel not present, other invasive species < 10 % cover	Rhododendron or laurel present, or other invasive species > 10 % cover
Number of native tree species	Five or more native tree or shrub species found across woodland parcel	Three to four native tree or shrub species found across woodland parcel	None to two native tree or shrub species across woodland parcel
Cover of native tree and shrub species	> 80 % of canopy trees and >80 % of understorey shrubs are native	50-80 % of canopy trees and 50-80 % of understorey shrubs are native	< 50 % of canopy trees and <50 % of understorey shrubs are native
Open space within woodland	10 – 20 % of woodland has areas of temporary open space, unless woodland is <10 ha in which case lower threshold of 10 % does not apply	21- 40 % of woodland has areas of temporary open space	More than 40 % of woodland has areas of temporary open space
Woodland regeneration	All three classes present in woodland; trees 4-7 cm Diameter at Breast Height (DBH), saplings and seedlings or advanced coppice regrowth	One or two classes only present in woodland	No classes or coppice regrowth present in woodland
Tree health	Tree mortality less than 10 %, no pests or diseases and no crown dieback	11 % to 25 % mortality and/or crown dieback or low risk pest or disease present	Greater than 25 % tree mortality and or any high-risk pest or disease present
Vegetation and ground flora	Ancient woodland flora indicators present	Recognisable NVC plant community present	No recognisable NVC community
Woodland vertical structure	Three or more storeys across all survey plots or a complex woodland	Two storeys across all survey plots	One or less storey across all survey plots

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Condition Assessment Criteria			
Veteran trees	Two or more veteran trees per hectare	One veteran tree per hectare	No veteran trees present in woodland
Amount of deadwood	50 % of all survey plots within the woodland parcel have standing deadwood, large dead branches/ stems and stumps	Between 25 % and 50 % of all survey plots within the woodland parcel have standing deadwood, large dead branches/ stems and stumps	Less than 25 % of all survey plots within the woodland parcel have standing deadwood, large dead branches/ stems and stumps
Woodland disturbance	No nutrient enrichment or damaged ground evident	Less than 1 ha in total of nutrient enrichment across woodland area and/or less than 20 % of woodland area has damaged ground	More than 1 ha of nutrient enrichment and/or more than 20 % of woodland area has damaged ground

The Habitat Management Objectives for WLANC02-WW are as follows:

1. Ensure browsing pressure is controlled to reduce damage to newly establishing woodland plants.
2. Ensure rhododendron and cherry laurel are not present and ensure that non-native species cover is less than 10%.
3. Ensure at least three native tree species are found across the woodland parcel.
4. Ensure that at least two age classes of trees are present within the woodland parcel.
5. Promote diverse ground flora communities and woodland understorey of native species.
6. Provision of deadwood including standing deadwood, large dead branches / stems, and stumps.

WLANC02-DTC – Ditches

The ditch onsite will be retained in Poor ecological condition. The ditch currently has invasive non-native species Himalayan balsam present on both banks along with dense bracken and areas of bramble. These species will be controlled to reduce shading of the ditch and encourage the establishment of more diverse aquatic and marginal vegetation. Long term management action will include managing any resurgent bracken, bramble or Himalayan balsam and clearing the ditch of silt, leaf litter and algae.

MONITORING STRATEGY

WLANC02 – LAND KNOWN AS BIG BOB'S WOOD,
HOSCAR

Report Ref: WLANC02-EB-MNS

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A NEW PLAN FOR
THE PLANET

**EB ENVIRONMENT
BANK**

Report details	
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Site name	Land Known as Big Bob’s Wood
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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 the Land Known as Big Bob’s Wood (Environment Bank Ltd Ref: WLANC02) within the Local Planning Authority of West Lancashire. Hereafter referred to as WLANC02 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, 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, 2024); 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 WLANC02 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 WLANC02 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; water chemistry; winter and breeding bird survey; 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 February 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, 2024) 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 commensurable 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 Other neutral 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 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 (Defra 2024) 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 may 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 – although see below.

2.2.9 The Metric User Guide (p59) has specific guidance on natural succession in hedgerows, which will be followed in our habitat banks where a scrub habitat is to be created on one or both sides of an existing hedgerow. Where a hedgerow is to be left to spread naturally into the scrub creation feature, the hedgerow will be recorded as retained habitat pre- and post-habitat creation but will not be subject to repeated hedgerow condition assessments: it will be monitored and assessed as part of the scrub habitat feature.

Habitat Exclusion

2.2.10 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 WLANC02 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.

Survey	Data variables	Methods
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

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

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.

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.

Ponds

2.3.18 The baseline for newly created ponds will take place following capital works to create the water body. The baseline survey for the pond will gather data at the whole feature level that specifically addresses the condition assessment criteria in the Metric for Pond habitat type.

2.3.19 In addition, in accordance with the methods of the National Pond Survey (Biggs *et al.*, 1998), Environment Bank surveyors will record:

- A complete list of wetland plants present on the outer boundary of the pond with a measure of their abundance.
- The extent of emergent, floating-leaved and submerged plants stands with the approximate abundance of dominant species.

2.3.20 Repeat surveys will be carried out to identify change in the plant community of the pond and progress towards the targets set in the condition assessment criteria and HMP.

Ditches

2.3.21 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

2.3.22 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).

2.3.23 A bespoke Monitoring Schedule for WLANC02 is provided in Section 2.4.

Management – Report of Actions Taken

2.3.24 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.

2.3.25 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 WLANC02

- 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 WLANC02 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.

WLANC02 – Land Known as Big Bob’s Wood, Hoscar

Table 2: Monitoring schedule for WLANC02 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 –ONG – Other neutral grassland; Lowland meadows; WW – Wet woodland; DTC – Ditch.

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

Habitat Type	Site	ONG	LM	WW	DTC
Time to target (years)		10	15	10	N/A
Baseline survey (Capital Works phase)	Soils WBS BBS	SW Q CA	SW Q CA	Q CA	Water CA
Year 1	[Soils] RAT	SW	SW	WF	
Year 2	RAT	SW	SW	WF	
Year 3	RAT	SW	SW	WF	
Year 4	RAT	SW	SW	WF	
Year 5	RAT WBS BBS	SW Q CA	SW Q CA	Q CA	Water CA Water vole survey
Year 6	RAT	SW	SW	WF	
Year 7	RAT	SW	SW	WF	

Habitat Type	Site	ONG	LM	WW	DTC
Time to target (years)		10	15	10	N/A
Year 8	RAT	SW Q CA	SW	WF	
Year 9	RAT	SW Q CA	SW	WF	
Year 10	RAT WBS BBS	SW Q CA	SW Q CA	Q CA	Water CA Water vole survey
Year 11	RAT	SW	SW	WF	
Year 12	RAT	SW	SW	WF	
Year 13	RAT	SW	SW	WF	
Year 14	RAT	SW	SW	WF	
Year 15	RAT WBS BBS	SW Q CA	SW Q CA	Q CA	Water CA Water vole survey
Year 16	RAT	SW	SW	WF	
Year 17	RAT	SW	SW	WF	
Year 18	RAT	SW	SW	WF	

Habitat Type	Site	ONG	LM	WW	DTC
Time to target (years)		10	15	10	N/A
Year 19	RAT	SW	SW	WF	
Year 20	RAT WBS BBS	SW Q CA	SW Q CA	Q CA	Water CA Water vole survey
Year 21	RAT	SW	SW	WF	
Year 22	RAT	SW	SW	WF	
Year 23	RAT	SW	SW	WF	
Year 24	RAT	SW	SW	WF	
Year 25	RAT WBS BBS	SW Q CA	SW Q CA	Q CA	Water CA Water vole survey
Year 26	RAT	SW	SW	WF	
Year 27	RAT	SW	SW	WF	
Year 28	RAT	SW	SW	WF	
Year 29	RAT	SW	SW	WF	

WLANC02 – Land Known as Big Bob’s Wood

Habitat Type	Site	ONG	LM	WW	DTC
		10	15	10	N/A
Time to target (years)	RAT WBS BBS	SW Q CA	SW Q CA	Q CA	Water CA Water vole survey
Year 30 End					

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Figure 1: Proposed Habitats for WLANC02



Figure 2
Target Condition

Legend:

- Site Boundary
- Condition
- Good
- Moderate
- Poor

Land Known as Big Bob's Wood

Figure 2
WLANIC02 MINIS-F02
Date 03/07/24
Version 02
SW CO
Scale at A4 - 1:4,000