

Dated

14 November

2024

WILD CAPITAL 1 PROPCO 4 LTD

and

HARRY FERGUSON HOLDINGS LIMITED

CONSERVATION COVENANT AGREEMENT
pursuant to Section 117, 118 and 119 of the
Environment Act 2021 and all other enabling
powers, relating to biodiversity net gain delivered
at land at Wild Burnt Wood, Brierley Common,
Great Houghton, Barnsley

THIS DEED is made on

14 November

2024

BETWEEN:

- (1) WILD CAPITAL 1 PROPCO 4 LTD** (Co Regn No 15515611) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ (the “**Landowner**”);
- (2) HARRY FERGUSON HOLDINGS LIMITED** (Co Regn No 01573192) whose registered address is situated at Kings Manor Farm, Copse Lane, Freshwater, Isle of Wight, PO40 9TL (the “**Responsible Body**”)

RECITALS

- A The Responsible Body is a designated responsible body pursuant to section 119 of the Act.
- B The Landowner is the freehold owner of the Property pursuant to a transfer dated 29 April 2024 made between (1) Frederick William Addy and Sylvia Addy and (2) the Landowner, which is currently the subject of a pending application for registration with HM Land Registry, and is currently registered under Title Numbers SYK127527 and SYK468147 and wishes to develop and/or enhance habitat on the Property in accordance with the HMMP to be delivered in Parcels.
- C The Landowner and the Responsible Body have agreed to enter into this Deed, being a conservation covenant agreement for the purposes of section 117 of the Act, in order to regulate the use of the Property as a biodiversity gain site generating Policy BNG Units and Biodiversity Units capable of allocation to Development to achieve the Biodiversity Gain Objective.
- D This Deed contains provisions which (pursuant to section 117 of the Act):
 - a. are of a qualifying kind, requiring the Landowner to be responsible for compliance with the HMMP for the duration of this Deed and requiring the Responsible Body to undertake a monitoring role;
 - b. have a conservation purpose in order to conserve the natural environment of land; and
 - c. are intended by the parties to be for the public good having regard to the environmental and social benefits associated with habitat enhancement and preservation.
- E The Responsible Body and the Landowner agree that the proposed management of the Property pursuant to the HMMP equates to the potential delivery of:
 - a. 40.14 Biodiversity Units pursuant to the Biodiversity Metric; and
 - b. 31.26 Policy BNG Units pursuant to the Policy Metricto be delivered in Parcels and allocated by Allocation Agreements.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 In this Deed the following expressions shall have the meanings indicated:

“Act”	means the Environment Act 2021 (as amended).
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<p>“Activation Date”</p>	<p>means in respect of any Parcel, the date of service on the Responsible Body of the first Allocation Notice relating to that Parcel subsequent to the prior approval of the Parcel Activation Notice by the Responsible Body pursuant to clause 7.1 or 7.2 and “Activated” shall be construed accordingly.</p>
<p>“Agriculture”</p>	<p>means:</p> <ul style="list-style-type: none"> (a) the supplementary feeding of livestock, with the exception of mineral licks; (b) the rearing or release of pheasants or other game birds; (c) dairy farming; (d) pig farming; (e) poultry farming; (f) commercial livestock rearing, horticulture or the commercial growing of cereal crops; (g) market gardens or nursery grounds; and (h) any other intensive agricultural use
<p>“Allocation”</p>	<p>means the attribution of any Biodiversity Units and/or Policy BNG Units by the Landowner towards a Development, organisation or other third party to deliver the Biodiversity Gain Objective or otherwise (and “Allocate” and “Allocated” and “Allocations” shall be construed accordingly).</p>
<p>“Allocation Agreement”</p>	<p>means an agreement for the Allocation of Biodiversity Units and/or Policy BNG Units made between the Landowner and a Buyer.</p>
<p>“Allocation Notice”</p>	<p>a written notification (from the Landowner to the Responsible Body) of the allocation of Biodiversity Units and/or Policy BNG Units in such form as is contained within Appendix 5.</p>
<p>“Annual Fee”</p>	<p>means:</p> <ul style="list-style-type: none"> (a) Five Hundred Pounds (£500) Index Linked in each case payable on the first Activation Date and annually thereafter until the twentieth anniversary of the said Activation Date; and (b) Two Hundred and Fifty Pounds (£250) Index Linked in each case payable from the twenty-first anniversary of the first Activation Date on an annual basis until termination of the provisions of this Deed pursuant to clause 20.3.
<p>“Approval”</p>	<p>means the written approval by the Landowner or the Responsible Body (if appropriate) which shall not be unreasonably withheld or delayed and “Approved” and</p>

	<p>“Approve” have consistent meanings and such approval shall be deemed to have been given if:</p> <p>(a) following a period of at least 10 Working Days from the date of receipt of the request for written approval the Landowner or Responsible Body (as the case may be) has failed to either expressly grant or withhold approval or (acting reasonably) request further information (the “Initial Period”); and</p> <p>(b) following the Initial Period, the party requesting the written approval then serves a notice on the other party in writing delivered by a signed for delivery service at the postal address specified in clause 16 (the “Warning Notice”), which specifies the nature of the request, the relevant parties failure to respond and the risk of deemed acceptance, and the Landowner or Responsible Body (as the case may be) still fails to either expressly grant or withhold approval or (acting reasonably) request further information within a period of 10 Working Days from the date of receipt of the Warning Notice.</p>
“Biodiversity Gain Objective”	has the meaning ascribed to it within paragraph 2 of Schedule 7A of the Town and Country Planning Act 1990.
“Biodiversity Gain Site Register”	means the biodiversity gain site register established pursuant to section 100 of the Environment Act 2021.
“Biodiversity Metric”	means the statutory metric calculation attached to this Deed within Appendix 4 or such revised calculation agreed between the Landowner and the Responsible Body.
“Biodiversity Units”	means the units of biodiversity value (as identified in the Biodiversity Metric) to be created on the Property pursuant to this Deed.
“BNG Obligations”	means the obligations contained in paragraph 1 of Schedule 1 of this Deed.
“Buyer”	means a purchaser of Biodiversity Units and/or Policy BNG Units pursuant to an Allocation Agreement.
“Capacity Report”	means a report which indicates what Biodiversity Units and/or Policy BNG Units have been the subject of an Allocation and what Biodiversity Units and/or Policy BNG Units remain to be Allocated within a Parcel.
“Commence”	the carrying out of a “material operation” (as defined in section 56(4) of the Town and Country Planning Act 1990) in connection with a Development (and “ Commencement ” and “ Commenced ” shall be construed accordingly).
“Deed”	this agreement made by deed.

"Defect Notice"	means a notice of breach served on the Landowner by the Responsible Body pursuant to clause 24.
"Defra"	means the Department for Environment Food & Rural Affairs or any successor body to the same functions.
"Development"	the development of land pursuant to a Permission.
"Disposal"	means any Disposition.
"Disposition"	means any freehold transfer or lease in relation to any part or parts of the Property.
"Ecologist"	means Brindle & Green Limited (Company Number 08174516) whose registered office is situated at Unit 3, Silverhill Court, Radbourne, Ashbourne, Derbyshire, DE6 4LY or such replacement Ecologist appointed pursuant to paragraph 1.6 of Schedule 1.
"Escrow Account"	means an escrow account (or similar arrangement) to be opened either in the joint names of the Landowner and the Responsible Body, or the sole name of the Landowner, or with a third party escrow service and thereafter operated by the Escrow Agent pursuant to the terms of the Escrow Agreement.
"Escrow Agent"	means such party as the Landowner appoints as the escrow agent.
"Escrow Agreement"	<p>means an agreement between the Landowner, Responsible Body and the Escrow Agent, or the Landowner and the Escrow Agent in a form required by the Escrow Agent which shall include (but not be limited to):</p> <ul style="list-style-type: none"> (a) the transfer of the Retention into the Escrow Account; (b) the Escrow Account will hold funds consistent with the Works Plan with the Sale Proceeds received first being allocated to the Escrow Account to cover the total costs for the duration of the relevant Term for that Parcel referenced in the Works Plan; (c) the Responsible Body will be able to withdraw funds from the Escrow Account to cover the cost of any Remedial Works with (if the Responsible Body is not party to the Escrow Agreement) third party rights of access to the Escrow Account that benefit the Responsible Body; (d) the Escrow Account must be with a reputable provider; and (e) the Landowner may withdraw from the Escrow Account costs incurred in carrying out the BNG Obligations limited to sums specified in the Works Plan or as otherwise may be agreed by the Responsible Body provided always that sufficient funds remain in the

	Escrow Account to cover the costs stipulated in the Works Plan.
“Establishment Works”	means the preparatory and physical works required for landscaping, planting, and clearing of the Parcel, and all other works and activities reasonably necessary or desirable for the initial creation and enhancement of the habitat and biodiversity in accordance with the HMMP.
“Expert”	means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 19.
“Force Majeure Event”	means a circumstance not within the control of the Landowner comprising either an act of God such as a drought, flood or other natural disaster or as a result of the permanent alteration of the climate through climate change, or as a result of the exercise of statutory powers by a third party (such as a utilities provider, government body or other agency) or as a result of vandalism or criminal damage by a known or unknown third party.
“Group Company”	means (a) any company which is a subsidiary of or holding company of the Landowner (or subsidiary of such holding company); and (b) any company corporate body partnership or other association (“Undertaking”) where the Landowner (or any one or more directors in the aggregate of the Landowner): (i) holds not less than 50% of the issued shares or comparable capital value of the Undertaking; or (ii) is in possession of not less than 50% of the voting power in relation to that Undertaking; or (iii) is able to control the affairs of the Undertaking by virtue or any other powers.
“HMMP”	the habitat management and monitoring plan for the Property, a copy of which is annexed to this Deed at Appendix 3 (as may be updated or varied by the Landowner and Approved by the Responsible Body in writing from time to time).
“Index”	means the Consumer Prices Index inflation rate or if such index is at the relevant time no longer published such other comparable index or basis for indexation as the parties may agree.
“Index Linked”	means the product (if any) of: $A \times (B/C)$ “A” is the amount payable under this Deed;

	<p>"B" is the most recently published figure for the Index prior to the date of the payment; and</p> <p>"C" is the most recently published figure for the Index at the date of this Deed</p> <p>Provided that if the calculation of "B/C" is less than one then the sum payable shall not be reduced and Index Linked shall be applied on an upward only basis.</p>
"Landowner's Solicitor"	means Irwin Mitchell LLP, Thomas Eggar House, Friary Lane, Chichester, PO19 1UF (FAO. Sam Knight) or such other solicitors appointed by the Landowner and notified to the Responsible Body.
"Natural England"	means Natural England or such other replacement body responsible for the Biodiversity Gain Site Register.
"Parcel[s]"	<p>each individual parcel of the Property to be confirmed by the Landowner through the Parcel Activation Notice pursuant to clauses 7.1 or 7.2 PROVIDED THAT each parcel must:</p> <p>(a) be a sensible shape which could be managed as a single block, which:</p> <ul style="list-style-type: none"> i. follow lines which track field boundaries (field boundaries being boundaries which are delineated by a fence or hedgerow); and/or ii. where parcel boundaries do not follow field boundaries then the boundaries must be straight and contain no more than one change in direction from one intersection with a field boundary at one side to another; <p>(b) be a continuous parcel of land (in combination with already activated parcels);</p> <p>(c) have rights of access for the Landowner (including access to and through already activated parcels); and</p> <p>(d) be no smaller than two (2) hectares (in combination with already activated Parcels which are connected)</p>
"Parcel Activation End Date"	[13 November 2029]
"Parcel Activation Notice"	a written notification (from the Landowner to the Responsible Body) of its intention to activate a Parcel for the intended allocation of Biodiversity Units and/or Policy BNG Units in such form as is contained within Appendix 7.
"Permission"	a full or outline planning permission whether or not subject to conditions to be granted by the relevant local planning authority (and for the avoidance of doubt shall include any modifications of such planning permission and variations of conditions attaching to such planning permission, and any minor or non-

	material amendments to such planning permission) or any deemed planning permission.
“Permitted Disponee”	<p>means a:</p> <ul style="list-style-type: none"> (a) public body; (b) registered charity with conservation objects; (c) private limited company or such other entity with financial assets equivalent to the Landowner at the date of the Disposal; (d) private limited company, organisation, LLP, individual(s) or other party pursuant to a power of sale by a Law of Property Act receiver. <p>PROVIDED THAT any such disponee has in combination a director or employee with at least 5 years experience of enhancing, creating and managing habitat sites of a similar nature to the Property who will also be obliged to dedicate sufficient time to deliver the objectives of the HMMP</p>
“Plan 1”	the plan annexed hereto within Appendix 1.
“Plan 2”	the plan annexed hereto within Appendix 2.
“Policy BNG Units”	means the units of biodiversity value (as identified in the Policy Metric) to be created on the Property pursuant to this Deed.
“Policy Metric”	means the DEFRA Metric 2.0 (ref. BG24.217 Biodiversity Metric 2.0 Calculation Tool Beta Test calculation) attached to this Deed within Appendix 9.
“Professional Team”	means the Ecologist, and landscape contractor and any other entity appointed by the Landowner to carry out any aspect of the works and/or management and maintenance under the HMMP.
“Property”	the land on the West Side of the B6273 at Great Houghton, Barnsley known as Wild Burnt Wood, which was transferred to the Landowner pursuant to a transfer dated 29 April 2024, which is the subject of an application that remains at the date of this Deed pending at HM Land Registry, and is currently registered at HM Land Registry under title numbers SYK127527 and SYK468147 and shown for identification purposes only edged with a red line on Plan 1.
“Remedial Works”	means as defined in clause 24.1.
“Report”	<p>means a written report prepared by an Ecologist on the instruction of the Landowner pursuant to paragraph 1.4 of Schedule 1 which shall note the extent of compliance with the HMMP and the Biodiversity Metric and Policy Metric and shall include (but not be limited to):</p> <ul style="list-style-type: none"> (a) an assessment of habitats against the objectives defined in the HMMP;

	<p>(b) date stamped photos accompanied by detailed site notes on extent of growth and condition using indicators in the HMMP with any other notes of interest;</p> <p>(c) if the habitat as defined in the HMMP is not present provide detailed site notes on factors that are or could hinder the growth or establishment of that habitat;</p> <p>(d) detailed specific recommendations and remedial requirements for management and/or planting actions to promote growth and/or establishment of habitats as defined in the HMMP including timescales for undertaking actions and marked site plans to show the actions; and</p> <p>(e) photographs from the fixed monitoring points detailed in HMMP using high quality images.</p>
“Responsible Body’s Solicitor”	means Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (FAO. David Myers) or such other solicitors appointed by the Responsible Body and notified to the Landowner.
“Retention”	means the sum of £5,000.00 per hectare of a Parcel and a proportion of the same should the Parcel include part of a hectare (so by means of an example in the event that a Parcel is 6.45 hectares then the relevant Retention will be £32,250).
“Retention Account”	means the Landowner’s Solicitors Client Account;
“Retention Undertaking Letter”	means the letter, in the agreed form annexed to this Deed at Appendix 8 authorising the Landowner’s Solicitor to deal with the Retention in accordance with the provisions of clause 28.
“Retention Notice”	means a notice in the form of the notice annexed to this Deed at Appendix 6;
“Sale”	means the Allocation of Biodiversity Units and/or Policy BNG Units to a Buyer by the Landowner pursuant to an Allocation Agreement which may or may not be for a specified Development.
“Sale Proceeds”	means the total gross purchase price paid for the Biodiversity Units and/or Policy BNG Units by the Buyer pursuant to a Sale.
“Statutory Undertakers”	<p>means Natural England, Defra, local planning authorities and any other statutory and/or public body that is responsible for regulating, enforcing and dealing with matters related to biodiversity net gain including but not limited to:</p> <p>(a) the registration of the Property and allocation of Biodiversity Units on the Biodiversity Gain Site Register;</p> <p>(b) the approval of the HMMP; and</p>

	(c) the determination of any Permission and discharge of planning conditions relating to biodiversity net gain.
“Term”	means the longer of: (a) 32 years from and including the Activation Date for the relevant Parcel; or (b) 30 years from the completion of the Establishment Works for the relevant Parcel.
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday.
“Works Plan”	means a detailed plan for the financial budget, costs and forecasts associated with the delivery of the Establishment Works Approved by the Responsible Body from time to time subject to variation as part of the Parcel Activation Notice and updated from time to time in agreement between the Landowner and the Responsible Body.

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 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 severally unless there is an express provision otherwise.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it and references to any secondary legislation shall include any modification extension amendment or re-enactment to it and any reference to subsidiary legislation shall include any modification, extension or re-enactment of that subsidiary legislation.
- 2.5 References to any party to this Deed shall, to the full extent permitted by law, include the successors in title to that party and to any person deriving title through or under that party and in the case of the Responsible Body any successor to its statutory functions.
- 2.6 References to “the parties” shall mean the parties to this Deed and reference to a “party” shall mean any one of the parties.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3 STATUTES

- 3.1 This Deed is made pursuant to Section 117, 118 and 119 of the Act, and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Landowner under this Deed create conservation covenants pursuant to Sections 117 and 118 of the Act and are enforceable by the Responsible Body against the Landowner, and to the extent permitted by law pursuant to section 122 of the Act, its successors in title in the Property or any part of it from the Landowner.
- 3.3 The covenants, restrictions and requirements upon the Responsible Body under this Deed are enforceable by the Landowner and successors in title in the Property or any part of it against the Responsible Body pursuant to section 123 of the Act.

4 EFFECT OF THE AGREEMENT

- 4.1 Subject to clause 4.2, this Deed shall take effect on the day and year first before written.
- 4.2 The covenants contained in paragraph 1 of Schedule 1 to this Deed shall only take effect in respect of any Parcel on the relevant Activation Date.
- 4.3 The provision or stacking of other ecosystem services at the Property is not prohibited by the terms of this Deed provided that the obligations do not adversely affect the HMMP.

5 THE LANDOWNER'S COVENANTS

- 5.1 The Landowner hereby covenants with the Responsible Body pursuant to Sections 117, 118 and to the extent permitted by law pursuant to section 122 of the Act with the intention of binding the Property and each and every part of it that the Landowner and its successors in title will observe and perform the covenants contained in this Deed including the Schedules to it (to the extent a covenant is given by the Landowner) subject to the operation of clause 4.2 of this Deed.

6 RESPONSIBLE BODY'S COVENANTS

- 6.1 The Responsible Body hereby covenants with the Landowner pursuant to Sections 117 and 118 of the Act that it will observe and perform the covenants contained in the Schedules (to the extent a covenant is given by the Responsible Body) to this Deed.

7 ALLOCATION NOTICE

- 7.1 At least 20 Working Days prior to the completion of any Sale (or such other period agreed between the Landowner and the Responsible Body) the Landowner will issue a Parcel Activation Notice to the Responsible Body Provided that the Responsible Body confirms that the indicative Parcels shown on Plan 2 annexed to this Deed are automatically Approved for the purposes of Parcel Activation Notice(s) if the said Parcels continue to comply with the definition of "Parcel".
- 7.2 The Responsible Body will (acting reasonably) within 15 Working Days either:
 - 7.2.1 Notify the Landowner that the Parcel Activation Notice is not acceptable and the reasons why it is not acceptable and in making this determination the Responsible Body shall have regard to (but not be limited by):
 - 7.2.1.1 Whether the Parcel is inconsistent with the HMMP, the Biodiversity Metric, Policy Metric or any other aspect of this Deed;

- 7.2.1.2 If any information in the Parcel Activation Notice is incorrect or inaccurate;
 - 7.2.1.3 The Landowner is in breach of this Deed; or
 - 7.2.2 Confirm that the Parcel Activation Notice is Approved and sign and date the Parcel Activation Notice Provided that the Responsible Body shall be deemed to have Approved a Parcel Activation Notice if no response is provided to the Landowner within 15 Working Days after and including the date of issuing of a Parcel Activation Notice in accordance with clause 7.1.
- 7.3 Provided that the Parcel Activation Notice has been Approved, or deemed Approved, by the Responsible Body pursuant to clause 7.1 or 7.2.2 then the Landowner may Allocate Biodiversity Units and/or Policy BNG Units within the relevant Parcel and upon the Allocation of Biodiversity Units and/or Policy BNG Units the Landowner shall within twenty-five (25) Working Days from the date of Allocation send to the Responsible Body the relevant Allocation Notice and for the avoidance of doubt it shall be the responsibility of the Landowner to apply to Natural England to correctly Allocate any Biodiversity Units where so required.
- 7.4 The Landowner shall send to the Responsible Body an updated Capacity Report for a Parcel on request from the Responsible Body (but not more than once in each 6 month period following the first Activation Date (or such other timeframe as agreed in writing between the parties)) and for the avoidance of doubt this obligation shall cease and determine once all of the Biodiversity Units and Policy BNG Units within the relevant Parcel have been Allocated and a final Capacity Report confirming the same has been sent to the Responsible Body.
- 7.5 Parcel Activation Notices may only be served by the Landowner on the Responsible Body up to and including the Parcel Activation End Date unless otherwise agreed by the Responsible Body at their absolute discretion.
- 7.6 Following the Approval, or deemed Approval, of a Parcel Activation Notice by the Responsible Body pursuant to clause 7.1 or 7.2.2 and prior to the relevant Activation Date, the Landowner may look to vary the Parcel in which case a replacement Parcel Activation Notice may be served on the Responsible Body, which, if Approved, or deemed Approved, by the Responsible Body pursuant to clause 7.1 or 7.2.2, shall replace the original Parcel.

8 RELEASE AND LAPSE

- 8.1 It is hereby agreed that the Landowner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its respective interests in that part of the Property upon which such breach is committed.
- 8.2 Where Biodiversity Units and/or Policy BNG Units have been allocated to a Permission pursuant to the Allocation Agreement and Allocation Notice and that Permission expires without having been Commenced or is quashed following a successful challenge then, subject to the terms of the Allocation Agreement, the release of the units by the original Buyer, and as prescribed by law, the Landowner shall then be entitled to serve a fresh Allocation Notice on the Responsible Body in accordance with clause 7 in relation to those Biodiversity Unit(s) and/or Policy BNG Units but for the avoidance of doubt no further fees shall be due to the Responsible Body in respect of the fresh Allocation Notice.

9 LAND CHARGES and LAND REGISTRY

- 9.1 This Deed is a local land charge and shall be registered as such by the Responsible Body as soon as reasonably practicable from the date hereof.

10 DUTY TO ACT REASONABLY AND IN GOOD FAITH

- 10.1 All parties to this Deed acknowledge that they are under a duty to act reasonably and if any deed consent approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall (unless otherwise stated) not be unreasonably withheld or delayed.
- 10.2 The Parties shall at all times conduct matters in utmost good faith to each other in relation to this Deed and shall do all such acts and things as may reasonably be required to comply with the terms and the spirit of this Deed.

11 NO FETTER ON DISCRETION OR WAIVER

- 11.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Responsible Body under all statutes by-laws statutory instruments orders and regulations in the exercise of their respective functions.
- 11.2 No waiver (whether expressed or implied) by the Responsible Body of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Responsible Body from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

12 COVENANT AS TO TITLE

The Landowner hereby covenants with the Responsible Body that no other person has any interest in the Property.

13 SEVERABILITY

It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

14 RESPONSIBLE BODY COSTS

The Landowner shall pay the Responsible Body the Annual Fee that will first become due and payable on the first Activation Date and then be payable on an annual basis on the anniversary of that date (or nearest Working Day) until termination of the provisions of this Deed pursuant to clause 20.3 and for the avoidance of doubt no Annual Fee shall be payable in relation to the obligations of clause 20.4 of this Deed.

15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties without the consent of any such third party.

16 NOTICES

- 16.1 Any notice to be given under this Deed shall only be given in writing and shall be signed by the relevant party or its solicitors (unless given by email).
- 16.2 Any notice or document to be given or delivered under this agreement must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party or by email in the following manner:

16.2.1 The Responsible Body: Kings Manor Farm, Copse Lane, Freshwater, Isle Of Wight, PO40 9TL (FAO: Charlie Sheldon)

Or, via email to: environmental@kingsmanorfarm.com

PROVIDED THAT when sending a Parcel Activation Notice to the Responsible Body pursuant to clause 7.1 this should be sent via email to the following email addresses:

charles@kingsmanorfarm.com, mandy@kingsmanorfarm.com and environmental@kingsmanorfarm.com

The Landowner: Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ

Or, via email to: legal@wild-capital.co.uk

16.3 Any such notice will be deemed to have been received:

16.3.1 if delivered personally, at the time of delivery provided that, if delivery occurs:

16.3.1.1 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

16.3.1.2 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; or

16.3.2 in the case of pre-paid first class post or recorded delivery, on the second Working Day after posting; or

16.3.3 in the case of email by 9am on the first Working Day following sending of the email.

16.4 In proving service it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first class or recorded delivery letter or that the email was addressed correctly as the case may be.

16.5 Where notice is sent via email there should also be a hard copy of the notice sent via post unless otherwise agreed by the Responsible Body and the Landowner.

17 NOTIFICATION OF SUCCESSORS IN TITLE

Subject to clause 18, the Landowner covenants with the Responsible Body that it will give prompt written notice to the Responsible Body of any change in ownership of the Property such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Property purchased or leased by reference to a plan.

18 RESTRICTION ON DISPOSALS

18.1 The Landowner covenants with the Responsible Body, with the intention of binding the Property and each and every part of it, not to make any Disposal of the whole or any part of the Property without the prior written Approval of the Responsible Body PROVIDED THAT any transfer of the freehold of the Property to:

18.1.1 a Group Company: or

18.1.2 a Permitted Donee,

will be deemed Approved by the Responsible Body if the said Group Company or Permitted Disponee is to have equivalent access to the Escrow Account at the date of the transfer in place of the Landowner.

- 18.2 The Landowner consents to the entry of the following restriction against the Landowner's title to the Property at HM Land Registry and the Landowner shall (within 10 Working Days of the date of this Deed) apply to HM Land Registry to request the registration:

No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 18.1 of a Conservation Covenant dated 14 November 2024 and made between (1) Wild Capital 1 Propco 4 Ltd and (2) Harry Ferguson Holdings Limited have been complied with or do not apply to the disposition.

- 18.3 The Responsible Body covenants that upon the termination of the Deed that it will provide its consent to the removal of the restriction required pursuant to clause 18.2.

19 DISPUTES

- 19.1 In the event of a dispute senior representatives of the parties to the dispute shall initially meet in person or via the telephone (as requested by the Responsible Body), which shall occur within 10 Working Days of the request by either party and occur at a time convenient to the Responsible Body (acting reasonably).
- 19.2 Should senior representatives of the parties fail to meet and reach agreement within 20 Working Days of the dispute first being notified to the parties then the dispute may be referred to an Expert to be agreed by the parties within 5 Working Days, or in the absence of agreement, to be appointed, at the request of either of the parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the parties save in the case of manifest error or fraud.
- 19.3 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 19.4.
- 19.4 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.
- 19.5 Responsibility for the costs of referring a dispute to an Expert under this clause 19, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of either Party in relation to a dispute, will be decided by the Expert.

20 TERMINATION

- 20.1 If the Landowner fails to commence the Establishment Works on any part of the first Parcel in accordance with this Deed within 24 months of the date of this Deed then the Responsible Body may terminate this Deed by serving notice on the Landowner PROVIDED THAT termination cannot take place if an Activation Date has occurred.

- 20.2 At the end of the Term for a Parcel the BNG Obligations shall cease to bind the relevant Parcel.
- 20.3 After the Parcel Activation End Date the provisions of this Deed (with the exception of clause 20.4) shall terminate at the end of the last Term of a Parcel to expire.
- 20.4 Notwithstanding clauses 20.2 to 20.3, the Landowner covenants with the Responsible Body not to use any Activated Parcel for intensive Agriculture in perpetuity provided that it is agreed between the parties that forms of Agriculture which do not exceed one livestock unit per hectare in each calendar year shall not be considered to be intensive and will thereby be permitted.

21 NOVATION & APPOINTMENT

- 21.1 The Responsible Body reserves the right to appoint a different responsible body pursuant to section 131 of the Act subject to the appointment being Approved by the Landowner.
- 21.2 The Landowner may assign the benefit of this Deed to:
- 21.2.1 a Permitted Disponee that has equivalent access to the Escrow Account at the date of the assignment; and
- 21.2.2 any other party with the prior Approval of the Responsible Body,
- and the Responsible Body will promptly enter into a deed of novation in such form as the parties shall agree (acting reasonably).

22 LIABILITY

- 22.1 The Responsible Body's liability under this Deed is limited to £50,000 Index Linked (with the exception of liability that cannot be excluded by law).

23 VARIATION

- 23.1 If the Responsible Body determines (acting reasonably) that any obligation in this Deed is:
- 23.1.1 No longer in accordance with the requirements imposed on responsible bodies pursuant to the Act or any other legislation; or
- 23.1.2 No longer suitable or in line with the requirements of section 117(1)(a) of the Act; or
- 23.1.3 No longer suitable for achieving the Biodiversity Gain Objective,
- and this determination is Approved by the Landowner then this Deed can be suitably varied and the Parties shall (if necessary) enter into a form of deed of variation (in such form Approved between the parties acting reasonably) PROVIDED THAT any such variation cannot increase the Annual Fee unless otherwise agreed by the Landowner or unless caused by any negligent act or omission or breach of this Deed by the Landowner and PROVIDED FURTHER THAT if this variation is necessitated by any negligent act or omission or breach of this Deed by either party then the defaulting party will be responsible for all reasonable and proper fees, costs and expenses (including for the avoidance of doubt legal and professional costs) of the non-defaulting party in varying this Deed.

24 STEP IN RIGHTS

- 24.1 In the event of a breach by the Landowner of the obligations contained in the HMMP, the Responsible Body may serve on the Landowner a Defect Notice specifying the nature of the breach, the actions required to remedy the breach (the “**Remedial Works**”) and a reasonable timescale for compliance.
- 24.2 Where the Remedial Works are of a seasonal nature, the programme of works and the timescale shall commence from the first day of the appropriate season.
- 24.3 If the Landowner fails to complete the Remedial Works in accordance with the Defect Notice then the Responsible Body may, after providing the Landowner with 5 Working Days’ written notice:
- 24.3.1 be entitled to enter upon such parts of the Property as is reasonably necessary in order to complete the Remedial Works;
- 24.3.2 carry out any other matter needed to remedy the breach;
- 24.3.3 appoint such consultants and professional advisers as the Responsible Body deems necessary in their absolute discretion.
- 24.4 Any such right of access by the Responsible Body shall extend to the Responsible Body’s employees, contractors and authorised personnel and all necessary vehicles, equipment and machinery.
- 24.5 Any such entry by the Responsible Body shall be at the Responsible Body’s own risk, subject to the Responsible Body maintaining all necessary insurances, causing as little damage, disturbance and inconvenience as reasonably possible and making good any damage caused.
- 24.6 No party shall be liable for breaching a requirement of the HMMP as a direct result of irrecoverable habitat failure caused by a Force Majeure Event.

25 ACCESS

- 25.1 Upon the Responsible Body giving at least 5 Working Days notice to the Landowner or without notice in the case of an emergency, the Responsible Body may access the Property to carry out any site investigations, inspection, monitoring, test or surveys in order to monitor the Landowner’s compliance with the provisions of this Deed.
- 25.2 The Landowner will ensure that there is no impediment to access for the Responsible Body nor any adverse impact on compliance with the HMMP or the terms of this Deed.
- 25.3 Any such right of access by the Responsible Body shall extend to the Responsible Body’s employees, contractors and authorised personnel and all necessary vehicles, equipment and machinery.
- 25.4 Any such entry by the Responsible Body shall be at the Responsible Body’s own risk, subject to the Responsible Body maintaining all necessary insurances, causing as little damage, disturbance and inconvenience as reasonably possible and making good any damage caused.

26 JURISDICTION

- 26.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

26.2 If any provision of this Deed (or part of any provision) is found to be illegal, invalid or unenforceable by any court or other authority of competent jurisdiction, that provision or part provision will, to the extent required, be deemed not to form part of this Deed and the validity and enforceability of the other provisions of this Deed will not be affected.

27 DELIVERY

27.1 This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

28 RETENTION

The provisions of this clause 28 shall apply for the period in which the Escrow Account is yet to be established pursuant to clause 29:

28.1 Upon the Approval (or deemed Approval) of a Parcel Activation Notice by the Responsible Body pursuant to clause 7.1 or 7.2.2:

28.1.1 the amount of the Retention will be agreed between the parties for the relevant Parcel (the "**Retention Amount**"); and

28.1.2 the Landowner will instruct the Landowner's Solicitor to act on their behalf in any Allocation on that Parcel until the Retention Amount has been reached from the Sale Proceeds of the Allocations.

28.2 On the Activation Date of each Parcel the Landowner will procure that:

28.2.1 the Landowner's Solicitors issue the Retention Undertaking Letter signed by a partner in the Landowner's Solicitors to the Responsible Body and the Responsible Body's Solicitors and thereafter all monies held in the Retention Account are to be held by the Landowner's Solicitors as stakeholder in accordance with the terms of the Retention Undertaking Letter; and

28.2.2 the Landowner's Solicitor will hold the receipts from the first Allocation up to the Retention Amount to be held and transferred in accordance with the Retention Undertaking Letter.

28.3 In the event that the receipts from the first Allocation do not equate to the Retention Amount then the receipts from any further Allocation within that Parcel shall be held and transferred by the Landowner's Solicitor in accordance with the Retention Undertaking Letter up to the Retention Amount.

28.4 All parties irrevocably instruct the Landowner's Solicitors to deal with the Retention in accordance with the provisions of the Retention Undertaking Letter.

28.5 The Responsible Body shall be entitled to recover from the Retention the reasonable and proper cost of any contractors, consultants and professional advisers in carrying out any Remedial Works and the Landowner and Responsible Body shall sign the Retention Notice in respect of each and every claim made on the Retention by the Responsible Body and serve the same on the Landowner's Solicitors without delay.

28.6 The Landowner and the Responsible Body shall act reasonably, promptly and without delay in dealing with the Retention.

28.7 In the event that the Landowner's Solicitors are unable to hold the Retention in the Retention Account and, pursuant to the Retention Undertaking Letter, the Retention is paid to the Responsible Body then the Responsible Body will hold the Retention until the earlier of:

28.7.1 the establishment of the Escrow Account, upon which the Responsible Body will pay the Retention into the Escrow Account; or

28.7.2 the completion of the Establishment Works for the relevant Parcel, upon which the Responsible Body will pay the Retention to the Landowner,

subject to the right for the Responsible Body to recover from the Retention the reasonable and proper cost of any contractors, consultants and professional advisers in carrying out any Remedial Works.

29 ESCROW ACCOUNT

29.1 The Landowner will use all reasonable endeavours to establish the Escrow Account as soon as reasonably possible after the first Sale and in the event that the Landowner's Solicitors are unable to hold the Retention in the Retention Account and, pursuant to the Retention Undertaking Letter, the Retention is paid to the Landowner or the Landowner is paid the Retention pursuant to clause 28.7.2 then the Escrow Account must be established within 30 Working Days of the Retention being paid to the Landowner.

29.2 The Responsible Body will provide all reasonable support and assistance in relation to the Escrow Account at the cost of the Landowner.

29.3 The Landowner will update the Responsible Body upon request on the progress made in establishing the Escrow Account.

29.4 The Landowner will provide the Responsible Body with a copy of the completed Escrow Agreement within 10 Working Days of completion of the Escrow Agreement.

30 VAT

30.1 Any amount payable under this Deed is exclusive of VAT and the paying party shall pay to the other all value added tax properly chargeable provided that a suitable VAT compliant invoice is supplied.

31 COUNTERPARTS

31.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

SCHEDULE 1

THE LANDOWNER’S OBLIGATIONS

The Landowner covenants with the Responsible Body as follows:

1. BIODIVERSITY AND HABITAT WORKS

1.1 The Landowner will within 12 months from the Activation Date carry out and complete the Establishment Works set out within the HMMP for the relevant Parcel.

1.2 Following completion of the Establishment Works, the Landowner will comply with the management, maintenance and monitoring obligations of the HMMP for that Parcel for the Term and will meet the qualitative targets set out in the HMMP.

1.3 The Landowner will carry out the Establishment Works and all management, maintenance and monitoring obligations required pursuant to the HMMP in accordance with the codes, practices and standards set by Natural England and Defra and any other relevant Statutory Undertaker as imposed from time to time.

1.4 In respect of each Parcel:

1.4.1 Annually for the first five years from the Activation Date; and

1.4.2 Thereafter every subsequent fifth anniversary of the Activation Date for the duration of the Term

to engage an Ecologist (solely at the cost of the Landowner) to undertake monitoring of compliance with the HMMP on the Parcel by way of a physical site visit and, within 20 Working Days of the site visit, submit to the Responsible Body and the Landowner a Report addressed to and for the benefit of both the Responsible Body and the Landowner based on such site visit.

1.5 The Landowner shall forthwith comply with any remedial requirements and recommendations specified in the Report in accordance with the timetable set out in the Report.

1.6 In the event that the Landowner proposes to utilise a different Ecologist then any such Ecologist shall have to be registered with CIEEM and meet the competency framework conditions specified in the below table in relation to (and using the definitions specified in the below table):

1.6.1 Ecologists carrying out a walkover survey, the Ecologist should be Basic or better;

1.6.2 Ecologists carrying out a full UKHab survey should be Capable or better;

1.6.3 Ecologists completing the Reports should be Capable or better;

Ecologist Competency	Basic	Capable	Accomplished	Authoritative
Surveyor	<p>Is able to conduct habitat surveys and condition assessments with correct identification of many common habitats under supervision.</p> <p>Is aware of relevant survey guidance associated with the UKHab and appropriate survey equipment. May have some, basic awareness of more detailed survey standards (e.g. NVC).</p> <p>Is able to identify some common indicator species of flowering plant (FISC¹⁹ Level 2/3).</p>	<p>Is able to conduct surveys and condition assessments with accurate identification of all common habitats. May struggle to differentiate less common habitats (e.g. g3a Lowland meadow) from similar habitats (e.g. g3c Other neutral grassland) without guidance.</p> <p>Is aware of relevant survey guidance associated with the UKHab and is able to demonstrate wider knowledge of more detailed survey standards (e.g. NVC).</p> <p>Is able to identify a wide range of species, some vegetatively, including some grasses, sedges and rushes (FISC Level 4).</p>	<p>Is able to proficiently conduct a range of standard and complex habitat surveys and condition assessments, accurately characterising habitat condition for both common and rarer habitats. Is able to apply habitat assessment metrics accurately in complex scenarios.</p> <p>Is able to design bespoke methods for the implementation of UKHab survey with detailed understanding and working knowledge of more in-depth survey standards (e.g. NVC).</p> <p>Is able to identify most common species in flower or vegetatively, including many species of grasses, rushes and sedges and some non-vascular species (FISC Level 4/5).</p>	<p>Is a specialist on habitat survey and assessment using national and international classifications. Leads on the development of new habitat assessment tools and techniques.</p> <p>Is able to design bespoke methods for the implementation of UKHab and other survey with detailed understanding and working knowledge of more in-depth survey standards (e.g. NVC).</p> <p>Is able to demonstrate very good or excellent identification skills for vascular plants, including very good working knowledge of British grass, rush and sedge identification (FISC 5 or above).</p>
Reporting	<p>Able to advise on simple small-scale habitat/species management or habitat creation projects under supervision from others.</p>	<p>Advises on medium and large-scale simple, or small scale complex, habitat/ species management projects or habitat creation techniques, including those designed to adapt to/ mitigate climate change effects.</p>	<p>Provides specialist technical advice on a wide range of habitat/species management and/or habitat creation and/or climate change adaptation techniques.</p>	<p>Specialist senior adviser on habitat/species management and/or habitat creation and/or climate change adaptation at a national or international level.</p>

2. MONITORING AGREEMENT

2.1 The Landowner will comply with all obligations under any monitoring agreement entered into at the request of the Responsible Body that provides additional support to the Responsible Body in fulfilling their obligations under this Deed that is in a form agreed between the parties acting reasonably.

3. **INSURANCE**

3.1 The Landowner shall maintain public liability insurance in relation to the Property with a limit of indemnity of at least £2,000,000 for any one claim for the duration of the Term.

3.2 The Landowner shall provide evidence of up to date policies to the Responsible Body when requested but not more frequently than on an annual basis.

4. **RESTRICTIONS**

4.1 From the Date of this Deed not to cause or permit any Parcel to be subject to any other commitments or obligations in favour of any other local planning authority, responsible body, or any person or legal entity in respect of the Biodiversity Units and/or Policy BNG Units detailed in the associated Parcel Activation Notice approved pursuant to clause 7.1 or 7.2.2 where such commitments would have the effect of duplicating, restricting or negating the obligations contained in this Deed without the Approval of the Responsible Body.

4.2 Prior to the commencement of the Establishment Works within a Parcel the Landowner shall not do anything on that Parcel that shall cause the carrying out of the Establishment Works and any subsequent compliance with the HMMP to be restricted, prejudiced or made more expensive.

4.3 From and including the Activation Date of the relevant Parcel, the Landowner shall not erect any buildings, structures or other development on the Property where such works would prejudice compliance with the HMMP in relation to that Parcel.

4.4 The Landowner shall be responsible for managing public access to the Property and using all reasonable endeavours to prevent such access (unless otherwise Approved by the Responsible Body) which for the avoidance of doubt will include (but not be limited to) the retention and maintenance of appropriate boundary features at the Property sufficient to prevent unauthorised pedestrian and vehicular access to the Property PROVIDED THAT this paragraph shall not prevent the private use of the Property by the Landowner or those authorised by the Landowner for uses that do not in any way prejudice compliance with the HMMP including (but not limited to) use for educational, reporting or scientific purposes.

5. **HMMP**

5.1 The Landowner will be responsible for full compliance with the HMMP.

5.2 In the event that the Landowner wishes to vary the terms of the HMMP then this must first be notified to the Responsible Body with all supporting evidence provided (including for the avoidance of doubt any change to the Biodiversity Metric, Policy Metric and Works Plan) in order to obtain the prior Approval of the Responsible Body to the variation.

5.3 The Landowner will promptly provide any further reasonable information required by the Responsible Body in determining whether the variation to the HMMP is reasonably required.

5.4 The Landowner will have full regard to any reasonable representations made by the Responsible Body regarding any variation to the HMMP.

5.5 The Responsible Body reserves the right (at the reasonable and proper cost of the Landowner) to appoint an ecologist to report on any proposed change to the Biodiversity Metric and/or Policy Metric pursuant to paragraph 5.2 of this Schedule.

6. COMMUNICATION

- 6.1 The Landowner will, upon receipt of a written request by the Responsible Body:
- 6.1.1 attend a meeting with the Responsible Body and its agents to discuss compliance with this Deed and any such meeting shall be held as soon as reasonably practicable for all parties in person at a suitable venue or via a suitable electronic format and in any event the parties shall meet on request (but not more than three occasions in each calendar year) for the first 5 years after the Activation Date (or such other period agreed between the parties acting reasonably);
 - 6.1.2 Require that any member of the Professional Team attends a meeting referenced above in paragraph 6.1.1;
 - 6.1.3 Provide a verbal and/or written update on compliance with the HMMP; and
 - 6.1.4 Provide, on an open book basis, any further information reasonably and properly requested by the Responsible Body surrounding compliance with the HMMP.
- 6.2 The Landowner shall maintain an up-to-date register for any anticipated or actual risks associated with compliance with the HMMP along with its proposed plans for mitigating or addressing such matters, and this register shall be freely available to the Responsible Body upon request (not more frequently than once in each calendar year).
- 6.3 The Landowner shall promptly inform the Responsible Body of any matters which may affect its ability to comply with the HMMP, including (but not limited to) the receipt of any third party action or complaints and/or correspondence received from Natural England and/or the local planning authority.
- 6.4 The Landowner shall maintain an up-to-date Works Plan for carrying out the Establishment Works and the on-going management and maintenance works pursuant to the HMMP for each Parcel. This shall be made available annually to the Responsible Body on request.
- 6.5 Any material deviation from the costs stipulated in the Works Plan shall be promptly notified by the Landowner to the Responsible Body.
- 6.6 The Landowner shall cooperate with the Responsible Body if there is an investigation by Natural England or any other Statutory Undertaker as to whether this Deed has been breached.

7. USE OF THE PROPERTY

- 7.1 Prior to the Activation Date of a Parcel the parties hereby agree that the relevant parts of the Parcel can be used for the purposes as specified in the HMMP or any such other use as does not conflict with the HMMP.

SCHEDULE 2

THE RESPONSIBLE BODY'S OBLIGATIONS

The Responsible Body covenants with the Landowner as follows:

1. The Responsible Body shall monitor compliance by the Landowner of their obligations under this Deed, which will be more particularly achieved pursuant to the review of and reliance upon the Reports prepared by the Ecologist PROVIDED THAT the Responsible Body reserves the right at all times to undertake their own monitoring exercise of the performance of the Landowner.
2. The Responsible Body will comply with its statutory duty pursuant to section 136 of the Act to make an annual return to Defra and the Landowner will promptly provide all such information reasonably required by the Responsible Body to fulfil this obligation.
3. The Responsible Body shall notify the Landowner as soon as reasonably practicable of any communication from Defra regarding the Responsible Body's status as an approved responsible body under the Act.
4. The Responsible Body shall Approve any reasonable amendments or variations of the HMMP where requested to do so by the Landowner.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED AS A DEED by)
WILD CAPITAL 1 PROPCO 4 LTD)
Acting by two directors)


Benjamin Perry

Toby Peters

EXECUTED AS A DEED by)
HARRY FERGUSON HOLDINGS LIMITED)
Acting by one director in the presence of:)

Charles John Ralph Sheldon

Witness Name: Frederica Parton

Witness Signature: 

Witness Address: 5 Lillieshall Road SW4 0LN

Witness Occupation: Civil servant

APPENDIX 1

PLAN 1



Benjamin Perry

Toby Peters

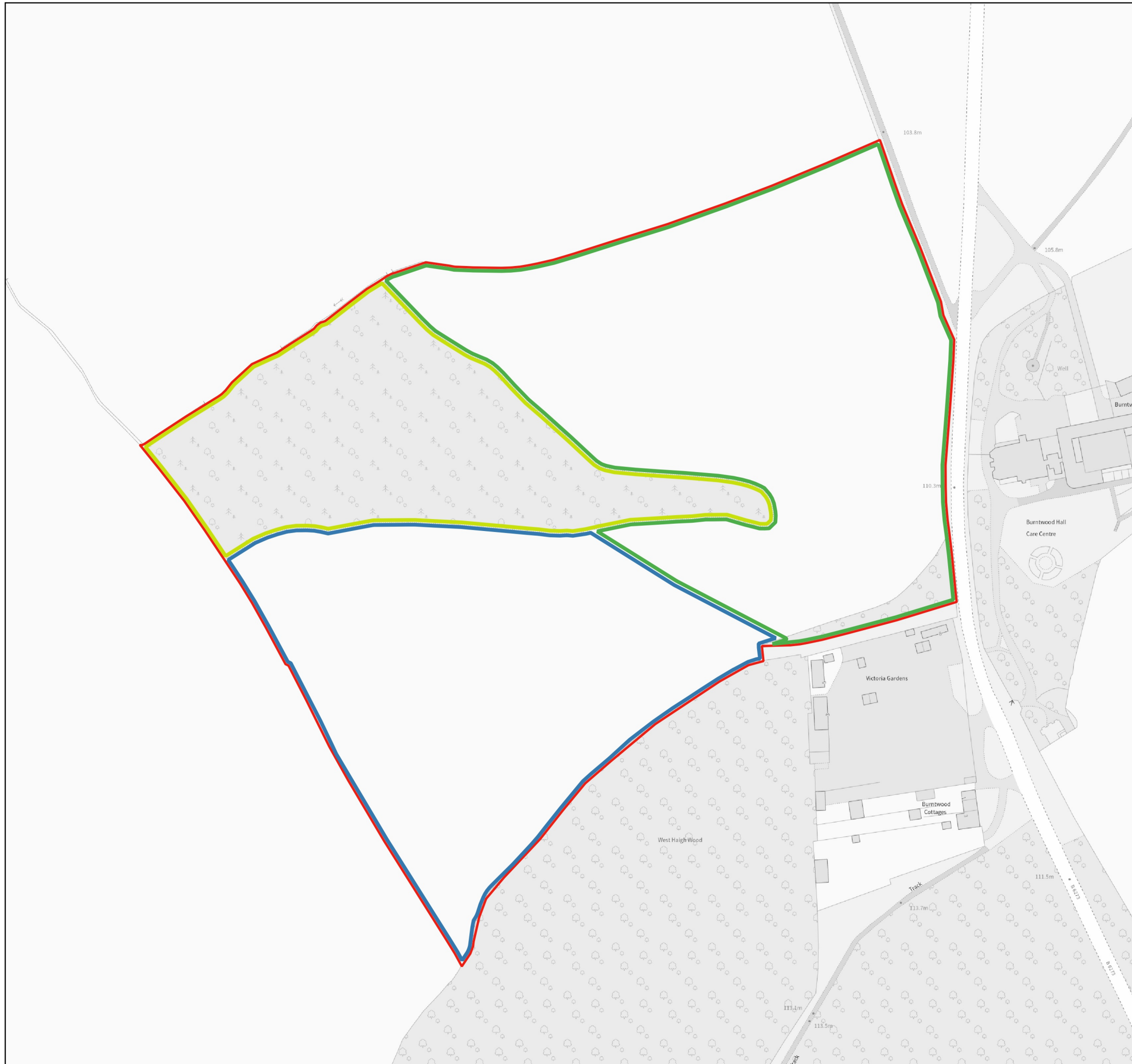
Charles John Ralph Sheldon



Location plan
Scale (A4): 1:4000

APPENDIX 2

PLAN 2



Key

- Red line boundary
- Parcel 1
- Parcel 2
- Parcel 3

Benjamin Perry

Toby Peters

Charles John Ralph Sheldon



Wild Burnt Wood

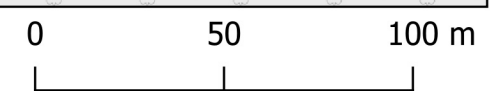
Parcel Plan

Scale @ 1:2,000



Drawn JP

Issue date 8/11/2024



APPENDIX 3

HABITAT MANAGEMENT AND MONITORING PLAN



Department
for Environment
Food & Rural Affairs

Habitat Management and Monitoring Plan

Site Name:	Wild Burnt Wood, Brierley Common, Great, Houghton, Barnsley
Date:	07/11/2024
Version:	2.0



Author:



Client:



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Version Control

The version control is used for updates to the content. Record the initial version and further version control details in this table each time the management plan is altered throughout the management and monitoring period.

Version	Issue Status	Prepared by / Date	Approved by / Date
BG24.217 DRAFT October 2024	DRAFT	VH, Oct-24	EM, Oct-24
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BG24.217 FINAL 2.0 November 2024	FINAL 2.0	VH, Nov-24	EM, Nov-24

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Project site: Wild Burnt Wood, Brierley Common, Great Houghton, Barnsley, S72 9HB

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1. Project Background

Summarise the key aspects of your management plan in this section. Table PB-B01 can be extended to suit the specific needs of individual projects.

Site Overview PB-B01	
Project type	Habitat Bank
Development Name and Address	Wild Burnt Wood Brierley Common Great Houghton Barnsley S72 9HB
BNG Project Name and Address	Wild Burnt Wood Brierley Common Great Houghton Barnsley S72 9HB
Author Organisation	Brindle & Green Ltd.
Landowner	Wild Capital
Land Manager	Jack Potter
Responsible person/organisation for creating or enhancing the habitat	Wild Capital
Period covered by this management plan	Autumn 2024 – Autumn 2054
Planning authority	Barnsley
Planning reference (if applicable)	N/A
BNG register reference (if applicable)	
Central OS grid reference	Grid reference: SE 42643 09248
Metric revision/title	Statutory biodiversity metric, from January 2024
Are any Irreplaceable Habitats present onsite	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02

The site was dominated by an arable field which supported a cereal crop – this habitat will be lost to facilitate the creation of other neutral grassland (1ha good condition) and mixed native scrub (3.04ha good condition). Soil testing has been carried out to confirm that good condition other neutral grassland creation is achievable at the site.

A band of woodland (2.08ha) runs centrally through the site, extending to the north-eastern site boundary – this area is to be enhanced from moderate to good condition. A second parcel of woodland was located in the south-eastern corner of the site (0.11ha) which will be fully retained.

A non-native ornamental hedgerow bounds the site to the north (0.27km) which will be fully retained. A native hedgerow (inc. trees) which is associated with a ditch (0.24km) bounds the site to the west and will be enhanced from poor to moderate condition. A native hedgerow (0.12km) is located in the south-east corner of the site, which will be enhanced to a species rich hedgerow with trees, achieving good condition.

Timescales for Actions PB-B03

2024 – 2054

Monitoring will happen annually for first 5 years post implementation, and then at regular intervals. Intervals will be discussed in this document, with different habitats requiring different monitoring intervals.

Monitoring Requirements PB-B04

Monitoring will commence annually following habitat establishment, before moving to monitoring every 5 years. Monitoring will be carried out on behalf of the client / responsible body.

Required Consents and Licences PB-B05

Afforestation screening opinion

Funding PB-B06

Wild Capital set aside an independently managed endowment to secure the capital required to deliver the scheme for its term.

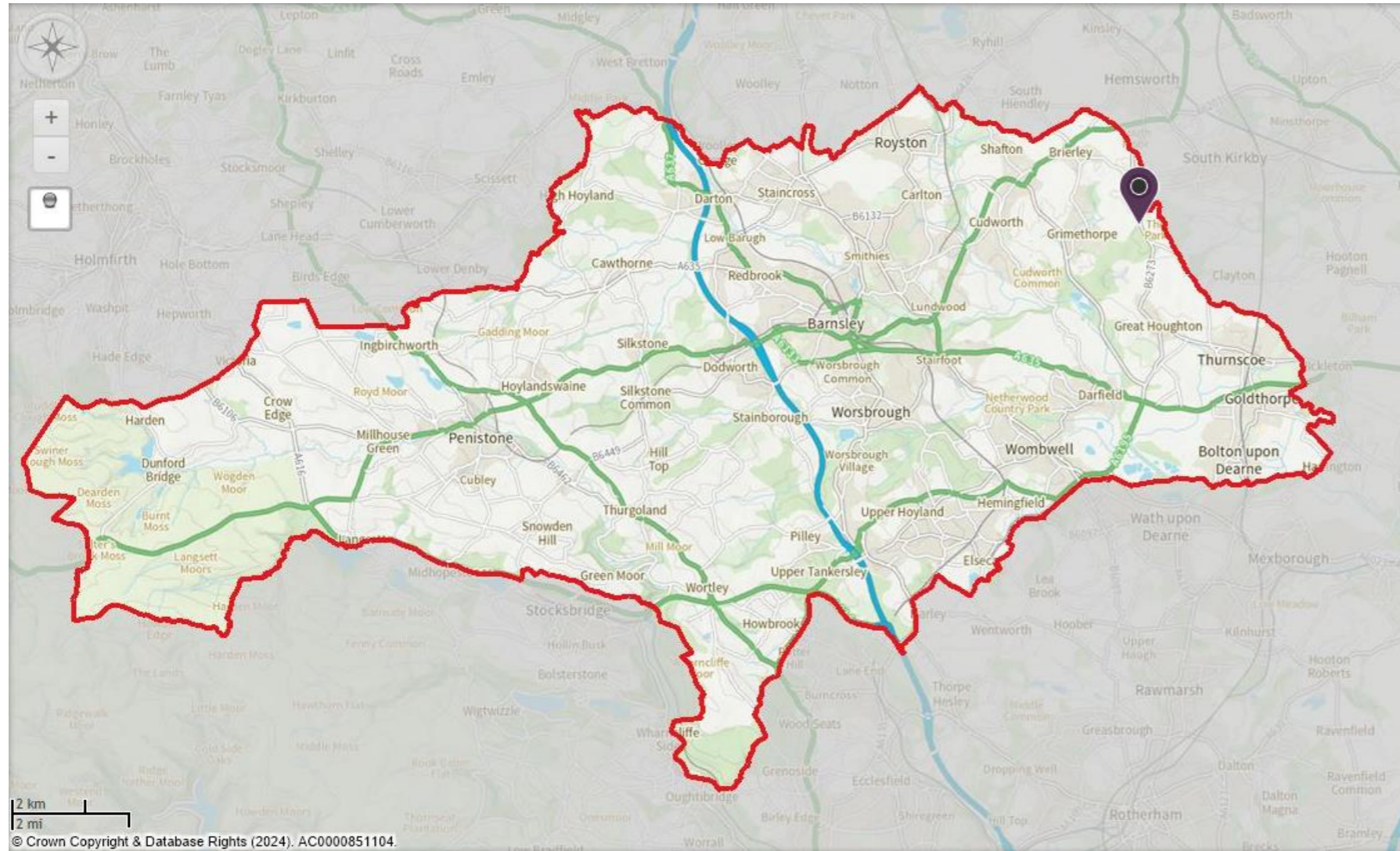
Legal Agreement PB-B07

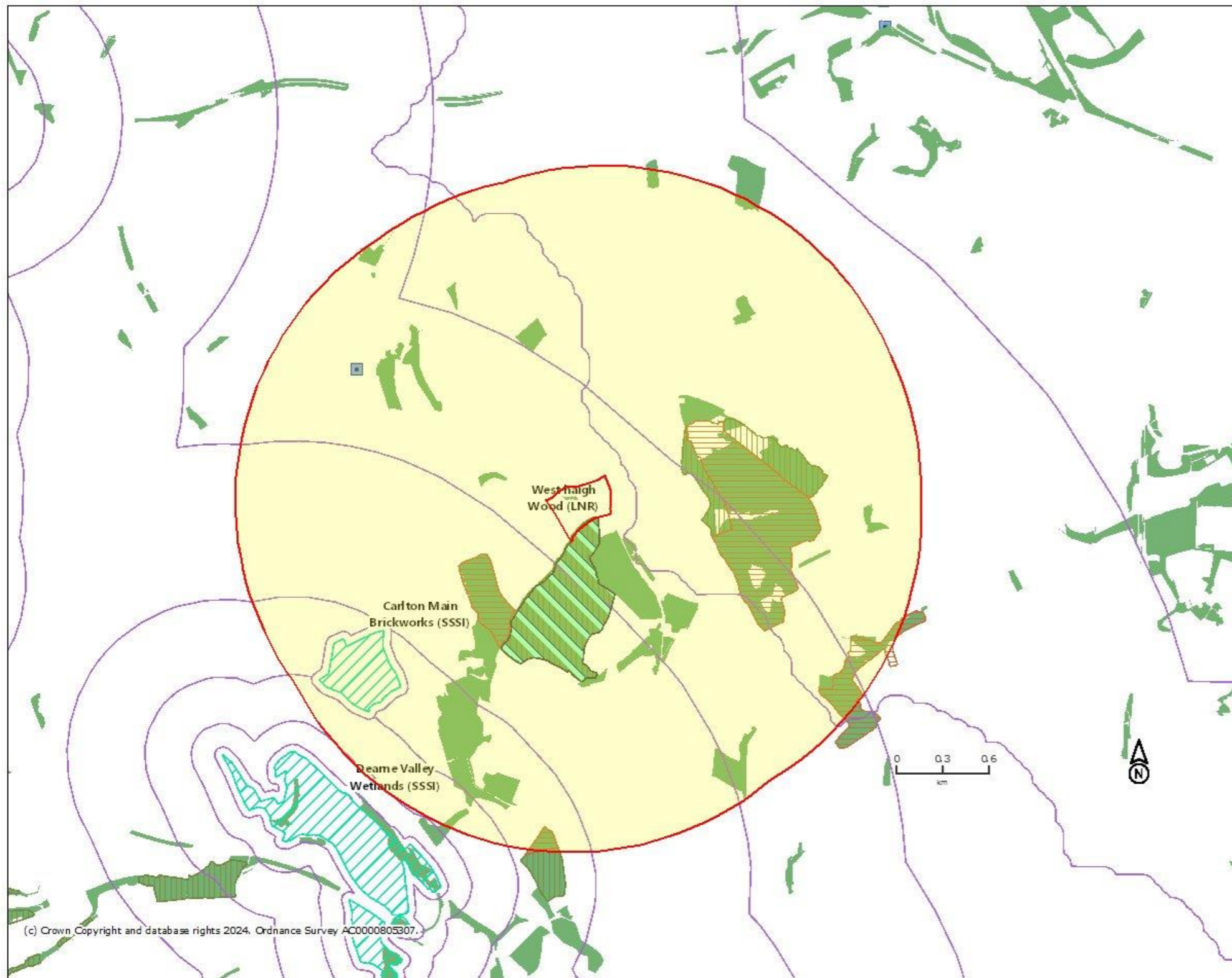
This HMMP will be secured through a legal agreement with a Responsible Body.

Site Boundary Plan PB-F01



Site Context Plan PB-F02





Legend

- Local Nature Reserves (England)
- National Nature Reserves (England)
- Ramsar Sites (England)
- Proposed Ramsar Sites (England)
- Sites of Special Scientific Interest (England)
- SSSI Impact Risk Zones - for LPAs to determine likely impacts on terrestrial SSSIs and when to consult Natural England
- Special Areas of Conservation (England)
- Special Protection Areas (England)

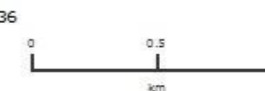
Ancient Woodland (England)

- Ancient and Semi-Natural Woodland
- Ancient Replanted Woodland
- Priority Habitat Inventory - Deciduous Woodland (England)

Granted European Protected Species Applications (England)

- Amphibian
- Bat
- Cetacean
- Invertebrate
- Other Mammal
- Plant
- Reptile

Projection = OSGB36
 xmin = 437900
 ymin = 407000
 xmax = 448000
 ymax = 411600



Map produced by MAGiC on 14 October, 2024.
 Copyright resides with the data suppliers and the map must not be reproduced without their permission. Some information in MAGiC is a snapshot of the information that is being maintained or continually updated by the originating organisation. Please refer to the metadata for details as information may be illustrative or representative rather than definitive at this stage.

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Roles and Responsibilities

Provide details of the responsible persons and organisation(s) for delivering this management plan.

Ecologist or Other Professional Responsible for HMMP PB-B09				
Name or Initials		An agent working on behalf of Wild Capital		
Organisation		Brindle and Green Ltd.		
Responsibility	Start Date:	2024	End Date:	2024
Brindle and Green Ltd. are responsible for overseeing the preparation of this HMMP and for providing ecological input and advise to Wild Capital.				
Statement of Competency				
All work is overseen and signed off by Lucinda Sweet PhD, MCIEEM, Natural England Bat Licence Class 2 (2019-39122-CLSCLS), Great Crested Newt licence (2016-22852-CLS-CLS), Director. Lucie has worked in consultancy for over ten years and holds MCIEEM membership.				

Landowner or Land Manager PB-B10				
Name or Initials				
Organisation		Wild Capital		
Responsibility	Start Date:	2024	End Date:	2054
At the time of writing (October 2024), Wild Capital is responsible for the implementation of this HMMP, including the delivery of the habitat creation, enhancement and management prescriptions set out within this document. Wild Capital will also be responsible for ensuring that ongoing monitoring is undertaken and reported back to the responsible body, according to the timescales outlined in this document.				
Statement of Competency				

Wild Capital is a leading developer of Biodiversity Net Gain (BNG) and Nutrient Neutrality (NN) credits, combining financing with ecological delivery to enhance regeneration of UK biodiversity, at scale. They have expertise in large-scale development, environmental restoration, planning and finance.

The team provide the complete range of biodiversity net gain services, in order to make the process simple, reduce risk, cost and secure the requirement for long term management in order to generate effective biodiversity habitat creation and enhancement across the UK. Important to this is their expertise in establishing habitat across the UK, to provide a range of habitat units across the UK.

Management Organisation(s) Responsible for Implementing the HMMP PB-B11				
Name or Initials				
Organisation		Wild Capital		
Responsibility	Start Date:	2024	End Date:	2054
Responsible for implementing the management onsite in accordance with the measures set out in this management plan. This will include undertaking management measures including traditional grassland, hedgerow, scrub and woodland practices.				
Statement of Competency				
Responsible management team will require appropriate certification, licenses and equipment to undertake the management required.				
LPA or Responsible Body for Reviewing HMMP PB-B12				
Name or Initials		Responsible Body		
Organisation		TBC		
Responsibility	Start Date:	2024	End Date:	2054
This HMMP will be secured through a legal agreement between Wild Capital and a responsible body, who will be responsible for assessing and monitoring reports, as well as enforcement when targets are not achieved.				

Land Use Summary

Overview of Baseline Site Use PB-B13

The site is approximately 9.3ha in extent and is located to the west of the B6273, approximately 2.1km north of the village of Great Houghton, in the Metropolitan Borough of Barnsley in South Yorkshire (Figure 1). The site supported an arable field, with a parcel of woodland running centrally through the site, extending to the north-eastern site boundary. The northern portion of this parcel of woodland is designated within the Priority Habitat Inventory as an area of Deciduous Woodland. The surrounding landscape to the north is dominated by agricultural farmland, supporting a network of mature hedgerows and treelines. The southern boundary of the site abuts West Haigh Wood, an area of ancient and semi-natural woodland, designated as a Local Nature Reserve (LNR), covering 38ha of land to the south. Howell Wood Country Park, an area of ancient, replanted woodland is located 0.7km to the east, covering 53.8ha.

Further details on the habitats within the site:

- **Cropland – Cereal Crop**
Cereal crop field dominating the site. The field supported a cereal crop, at a height of 20-30cm at the time of survey. The field has localised areas of bare ground from crop failure. However, the field is in regular arable management and assessed as such. The metric auto-populates the condition for this habitat as N/A.
- **Woodland and forest – Other woodland; mixed**
Considered to qualify as UKHab code w1h5: Other woodland - mixed - mainly broadleaved. The woodland was a mixture of broadleaved and coniferous trees in which broadleaved species make up 50-80% of the tree cover. This woodland habitat scored 'Moderate' condition assessment as it scored an average of 27-28 points across the sampling locations. The threshold for 'Good' condition is 32. *Rhododendron* sp. was recorded within the woodland, as well as Himalayan balsam (*Impatiens glandulifera*) recorded in the southern extent of the woodland parcel.
- **Woodland and forest – Other woodland; mixed**
Smaller parcel of woodland in the south-eastern corner of the boundary. The area was restricted in size and scores a condition score of 24, below the threshold for achieving 'Moderate' condition, therefore considered to score 'Poor' condition. This area will be retained under the scheme.
- **H1: Non-native and ornamental hedgerow**
Hedgerow along northern boundary, composed entirely of Holly, however multiple species present with not all considered native specimens. The hedgerow was regularly flailed into a tight box shape and therefore on-going management should seek a more relaxed approach to encourage nesting birds, and small mammals. The metric auto-populates the condition for this habitat type.
- **H2: Native hedgerow with trees - associated with bank or ditch**

- Hedgerow along the western boundary. Mature oak trees supporting valuable features for roosting bats and nesting birds. Fails criteria B1, C1, C2, D2, E1 and E2.
- **H3: Native hedgerow**
Hedgerow along the northern fringe of Woodland Parcel 2 in the south-east corner of the boundary. The hedgerow was managed to harsh box shape and eligible for enhancement through appropriate management, and management of adjacent habitats. Fails criteria C1, C2, D2.
- **Ditches (D1)**
D1 runs along the southern boundary of Woodland Parcel 1 in the northern extent of the site. Fails criteria A, B, G, H.

Overview of Proposed Site Use PB-B14

The site is currently arable, annually cultivated, which at the time of the baseline assessment in April 2024, was supporting a young cereal crop. The field is contained within mature boundaries, and at present is not publicly accessible.

Proposed habitats within the site include neutral grassland, mixed native scrub and enhanced woodland. The areas will remain out of the public domain and will be managed minimally to ensure natural growth and regeneration.

The proposed neutral grassland will be managed through mechanical practices comprising single annual hay cuts, rather than grazing, however, should the grassland be considered to benefit from a controlled grazing regime once well established, this should be considered at the appropriate point.

The above enhancements and habitat creation prescriptions will increase the ecological value of the site, providing biodiversity gains and new opportunities for local wildlife. The prescriptions outlined in this document will increase structural diversity and ecological connectivity across to the and to offsite local designated sites.

Site Context Photos PB-F03

Photograph 1: Woodland Parcel 1 running centrally through the site, extending to the north-western site boundary. The woodland scores 'Moderate' condition.

Photograph 2: Northern portion of the arable field supporting cereal crop. Woodland Parcel 1 can be seen in the background of the image, down the slope.



Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01

Consider the Baseline and Environmental Information listed below. These are likely to be appropriate factors informing your proposals and project design. They can provide the reviewer with important contextual information for the management prescriptions provided later in this document. Use your professional judgement to determine which factors are relevant to your specific project.

Please use the check box to indicate which are included in your plan. For any not included, provide brief reasons why the factor is not relevant to your project using your professional judgement. Where this information is provided elsewhere, you can reference existing reports and, or, plans that have informed your decisions. For the templates for each heading see pages 3-20 of the Companion Document.

Baseline and Environmental Information	Prompts for when these may be relevant. This is not an exhaustive list. Use your professional judgement to determine which are required for your HMMP	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	The nature and scale of the proposed habitat creation and enhancement at the site is not considered to have any negative direct or indirect impact on local designated sites.	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report':
Protected and Notable Species	Data from the local records centre was requested	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'
Invasive Non-Native Species (INNS)	At present, the woodland supports <i>Rhododendron</i> species and Himalayan balsam in the southern extent.	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'
Biological Records Plan - Sites and Species	The presence of local designated sites is not considered to form a constraint to the proposals.	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'
Baseline Habitats Survey	Baseline site visit carried out in April 2024, reported in BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'
Public Access	Not relevant to this application as the site is not publicly accessible and will remain private following the implementation and ongoing management.	<input type="checkbox"/>	Not relevant to this project
Climate	Not relevant to this application	<input type="checkbox"/>	Not relevant to this application
Geology and Topography	The woodland has been subject to nutrient enrichment from runoff from the adjacent arable field, with the topography of the site ensuring that runoff channels into the woodland down the slope.	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'
Agricultural Land Status	The site is currently an arable field that will be taken out of crop production and associated management.	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'
Soils and Substrates	The site is currently arable, and soil testing has been carried out to inform the habitat creation proposals. Soil inversion will be required to rebalance nutrient levels, so the site is suitable for neutral grassland creation.	<input checked="" type="checkbox"/>	BG24.217 June 2024 'BNG Offsetting and Habitat Bank Opportunity Assessment Report'
Contaminated Land	Not relevant to this application	<input type="checkbox"/>	Not relevant to this application

Hydrology and Drainage	Not relevant to this application	<input type="checkbox"/>	Not relevant to this application
Flood Risk Zones	Not relevant to this application	<input type="checkbox"/>	Not relevant to this application
Landscape Character and Designations	Not relevant to this application	<input type="checkbox"/>	Not relevant to this application
Historic Land Use	Addressed under 'Soil and Substrates'	<input checked="" type="checkbox"/>	Addressed under 'Soil and Substrates'
Historic Environment and Earth Heritage	Not relevant to this application	<input type="checkbox"/>	Not relevant to this application
Other – please specify	Not relevant to this application	<input type="checkbox"/>	Not relevant to this application

Baseline and Environmental Information

Designated Sites (BI-T01)

Provide a concise summary of the designated features within the designated sites that could be affected by the project. Categorise any potential impacts from the project, whether positive, negative, or negligible, as determined by your professional judgement.

Site Name	Designation	Distance from Project Site	Potential Impact from Project
West Haigh Wood LNR	Local Nature Reserve (LNR) and Local Wildlife Site (LWS)	Adjacent to the southern boundary	Positive – the site will increase connectivity for local wildlife to this designation
Carlton Main Brickworks SSSI	Site of Special Scientific Interest (SSSI)	1.4km SW of site	Negligible - the site is distant from the proposed Site and therefore a negligible impact is anticipated.

The nature and scale of the proposed habitat creation and management practices will have no anticipated negative impact (direct or indirect) on the integrity of West Haigh Wood LWS, LNR. Given the habitat prescriptions and management that will be ongoing at the site, it is considered that a minor positive impact will be seen by the designation through increased connectivity and native species planting adjacent to the designation boundary.

The proximity of the Carlton Main Brickworks SSSI, located approx. 1.4km south-west of the site, is not considered to form a constraint to the proposals. The proposed habitat creation and enhancement works at the site are not considered to pose any impact, either positive or negative, on the integrity of this designation. Carlton Main Brickworks is designated for geological significance and therefore the proposals pose no threat to this designation.

Summary of Designated Sites (BI-B01)

Site Name	Grid Ref.	Status	Reason for Designation	Distance from site
West Haigh Wood LNR	SE425085	Local Nature Reserve (LNR) and Local Wildlife Site (LWS)	Mixed deciduous woodland, abandoned Victorian ponds	Adjacent to the southern blue line boundary and small portion of southern red line boundary
Carlton Main Brickworks SSSI	SE412081	Site of Special Scientific Interest (SSSI)	Geological	1.4km SW of site

The site is not subject to any statutory designated sites of importance for nature conservation, such as Special Protection Areas (SPA), Special Areas of Conservation (SAC), Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR) or Local Nature Reserves (LNR). The site falls within the IRZ (Impact Risk Zone) for Carlton Main Brickworks SSSI, however it does not meet the criteria for this designation.

Constraints and Opportunities for Project (BI-B02)

Protected and Notable Species (BI-T02)

Provide a concise summary of the notable species records within the zone of influence of the project and any potential impacts from the project.

Summary of Protected and Notable Species (BI-B03)

Summary of relevant protected and priority species records from the last ten years:

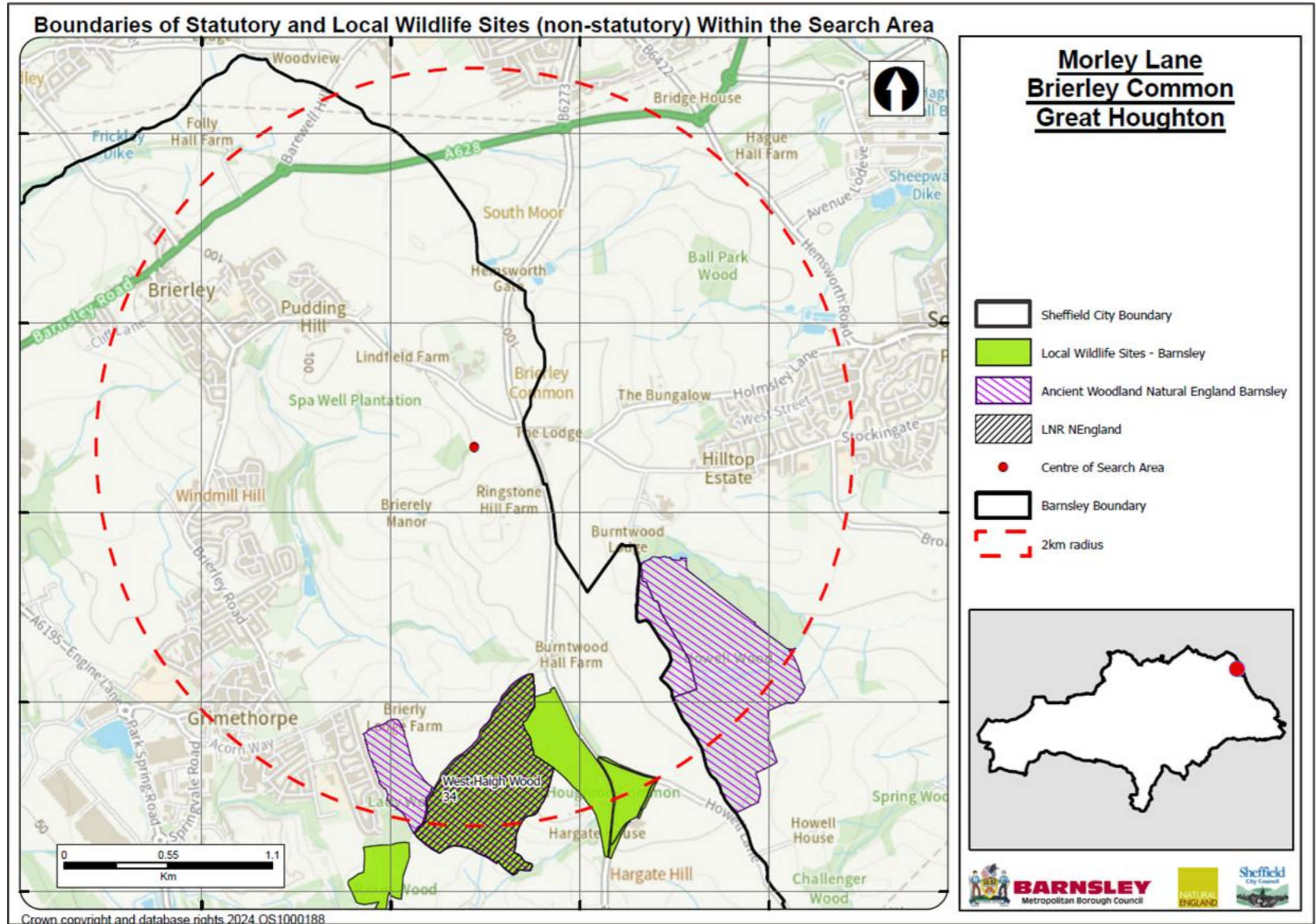
Species	Grid Ref.	Date	Description
Birds			
Bullfinch (<i>Pyrrhula pyrrhula</i>)	SE4147309971	09/03/2020	Two records returned, the closest and most recent record was of 2 males and 1 female 1.3km north-west of site.
Buzzard (<i>Buteo buteo</i>)	SE4309	02/10/2016	A single record returned, of at least one individual mewing overhead approx.0.3km south-east of site.
Chaffinch (<i>Fringilla coelebs</i>)	SE420084	24/05/2019	A single record returned of at least one singing individual located 0.9km south-west of site.
Great Spotted Woodpecker (<i>Dendrocopos major</i>)	SE426086	10/05/2017	A single record returned of at least one individual recorded in the woodland adjacent south to the blue and red line boundary. Grid reference provided is a site centroid – 0.5km south of site.
Kestrel (<i>Falco tinnunculus</i>)	SE426086	10/05/2017	A single record returned of at least one individual recorded in the woodland adjacent south to the blue and red line boundary. Grid reference provided is a site centroid – 0.5km south of site.
Nuthatch (<i>Sitta europaea</i>)	SE4309	02/10/2016	A single record of two individuals calling in yew wood approx.0.3km south-east of site.
Bats			
Common Pipistrelle (<i>Pipistrellus pipistrellus</i>)	SE426086	26/07/2018	Five records returned. The closest and most recent record was of at least one individual approx. 0.5km south of site associated with West Haigh Wood LWS.
Soprano Pipistrelle (<i>Pipistrellus pygmaeus</i>)	SE426086	26/07/2018	Two records returned, both associated with West Haigh Wood LWS. The more recent record was from 2018 of at least one individual approx. 0.5km south of site.
Myotis sp. (<i>Myotis sp.</i>)	SE426086	26/07/2018	Two records returned, both associated with West Haigh Wood LWS which is adjacent to the southern blue line boundary. The more recent record was from 2018 of at least one individual recorded on heterodyne bat detector.
Mammals			
Badger (<i>Meles meles</i>)	SE413118	06/02/2017	Two records returned, both records are of fresh droppings found in small plantation in 'BARNSELY MBC' 2.7km north-west of site.
Water Vole (<i>Arvicola amphibius</i>)	SE415097	16/10/2019	A single record returned of field signs recorded near the Dell, Grimethorpe 1.1km north-west of site.
Bank Vole (<i>Myodes glareolus</i>)	SE430084	06/02/2017	Two records returned, both pertaining to the record of five skeletons in discarded milk bottle found 0.8km south-east of site.

The desk study identified a limited number of protected and notable species within the wider landscape, with no reptiles or amphibian records returned.

Constraints and Opportunities for Project (BI-B04)

Protected and / or notable species are not considered to form a constraint to the proposals for habitat creation and enhancement. The site is considered to deliver an increase in biodiversity net gain, as such, will provide increased opportunities for local wildlife through increase nesting and foraging resources for a range of species.

Biological Records Plan - Sites and Species (BI-F01)



Baseline Habitats Survey

Ecologist responsible for baseline surveys (BI-T03)	
Name or Initials	
Organisation	Brindle and Green Ltd.
Survey Date	26.04.2024
Statement of Competency	
The survey was carried out by Victoria Halford BSc (Hons), Senior Ecologist; and Jenna Churchill BSc (Hons), Graduate Ecologist. The survey was overseen by Lucinda Sweet PhD, MCIEEM Natural England Bat Licence (Class Level 2, 2019-9122-CLS-CLS), Great Crested Newt Licence (Class Level 1, 2016-22852-CLS-CLS), Director.	
Survey conditions and limitations	
The survey was undertaken at 11:00am on the 26 th April 2024. The outside temperature was recorded as 10°C, with dry, windy conditions, and 3/8 cloud cover. It should be noted that whilst every effort has been made to provide a comprehensive description of the site, no investigation could ensure the complete characterisation and prediction of the natural environment.	

Habitat Degradation

Are there any signs or evidence that the baseline habitats have been purposefully degraded since 30th January 2020? (BI-B05)

There was no evidence that the baseline habitats have been purposefully degraded since 30th January 2020. The site is an arable field with a small parcel of woodland running through the western and central extent, along with a second woodland parcel in the south-eastern corner of the site. The arable field has been in regular cultivation for many years (as evidence by historic satellite imagery). Other than the agricultural practices required to work the land, there was no evidence of purposeful degradation of the site.

If habitats have been purposefully degraded, provide details of how this has been accounted for (BI-B06)

N/A

Baseline Habitat Descriptions and Condition

Use the following tables to provide details of the relevant baseline habitats information. Provide a concise overview of the justification for the condition chosen for each parcel(s) in the appropriate column.

Habitats (BI-T04)

Parcel Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)
1	Cropland – Cereal Crops (c)	No	No	Cereal crop field dominating the site. The field supported a cereal crop, at a height of 20-30cm at the time of survey. The field has localised areas of bare ground from crop failure. However, the field is in regular arable management and assessed as such. The metric auto-populates the condition for this habitat as N/A.	N/A	7.15
2	Woodland and Forest – Other woodland; mixed (w1h5)	No	Yes	Considered to qualify as UKHab code w1h5: Other woodland - mixed - mainly broadleaved. The woodland was a mixture of broadleaved and coniferous trees in which broadleaved species make up 50-80% of the tree cover. This woodland habitat scored 'Moderate' condition assessment as it scored an average of 27-28 points across the sampling locations. The threshold for 'Good' condition is 32.	Moderate	2.08
3	Woodland and Forest – Other woodland; mixed (w1h5)	No	Yes	Smaller parcel of woodland in the south-eastern corner of the boundary. The area was restricted in size and scores a condition score below the threshold for achieving 'Moderate' condition (24).	Poor	0.11

Hedgerows (BI-T05)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Length (km)
1	Non-native and ornamental hedgerow (h2b)	No	No	Hedgerow along northern boundary, composed entirely of Holly, however multiple species present with not all considered native specimens. The hedgerow was regularly flailed into a tight box shape and therefore on-going management should seek a more relaxed approach to encourage nesting birds, and small mammals. The metric auto populates the condition for this habitat type.	Poor	0.27
2	Native hedgerow with trees - associated with bank or ditch (h2_190)	No	Yes	Hedgerow along the western boundary. Mature oak trees supporting valuable features for roosting bats and nesting birds. The hedgerow was gappy and eligible for enhancement through native species planting and appropriate management. Criteria Passed: A1, A2, B1, D1	Poor	0.24
3	Native hedgerow (h2a)	No	Yes	Hedgerow along the northern fringe of Woodland Parcel 2 in the south-east corner of the boundary. Hedgerow was managed to harsh box shape and eligible for enhancement through appropriate management, and management of adjacent habitats. Criteria passed: A1, B1, B2, D1	Moderate	0.12

Watercourses (BI-T06)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and condition justification	Condition	Length (km)
1	Ditches (50)	No	No	D1 runs along the southern boundary of Woodland Parcel 1 in the northern extent of the site. The ditch held water which, given the volume, was flowing west. Sewage was identified within the ditch and the water within, enhancements must be made to increase the quality of the ditch, and increase biodiversity opportunities in the area through aquatic and marginal planting. Criteria Passed: C	Poor	0.25

Priority and Irreplaceable Habitats

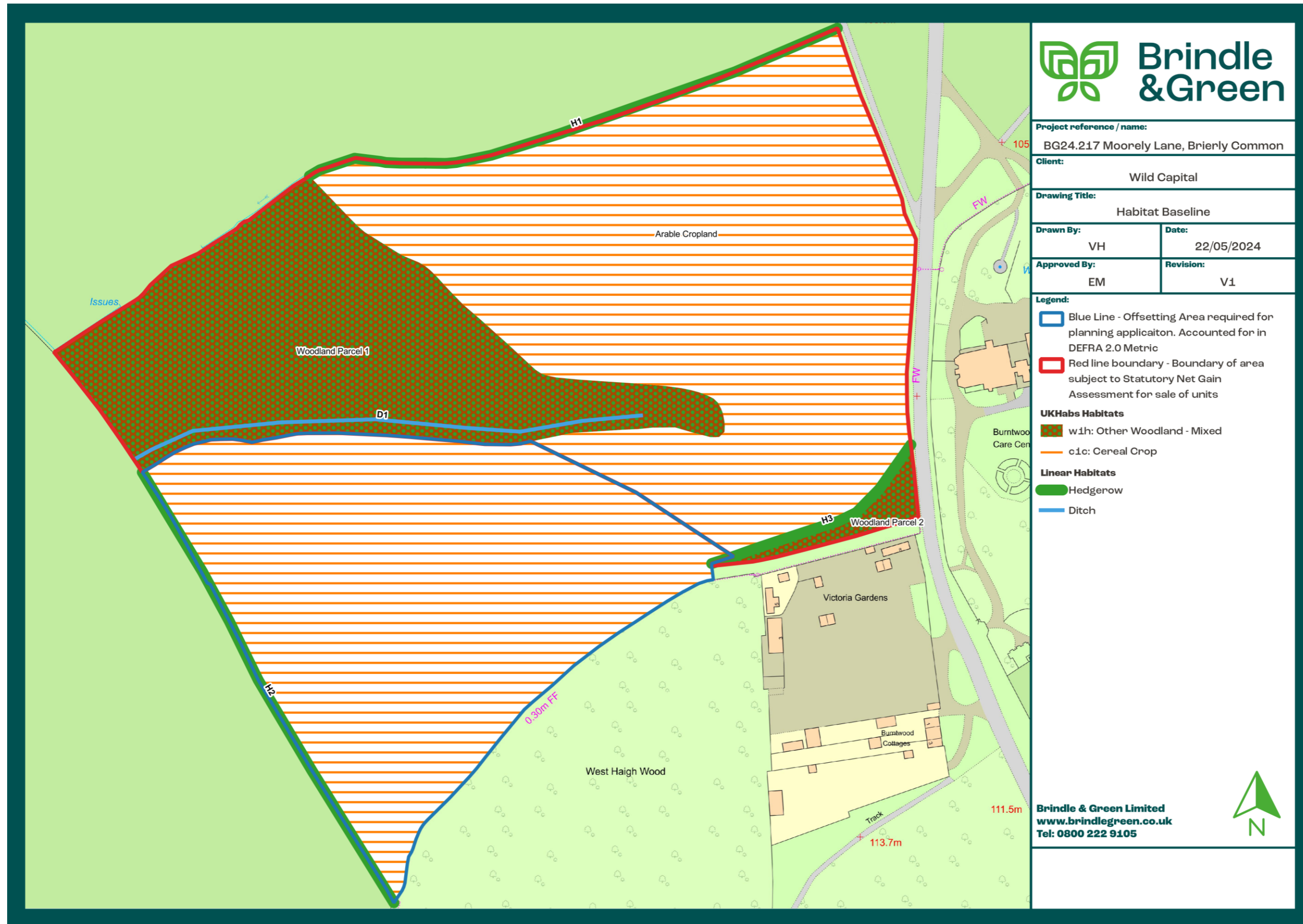
Summary of Priority and Irreplaceable Habitats (BI-B07)

Data supplied by MAGIC includes a UKBAP priority habitat inventory. MAGIC returned an area of priority habitat deciduous woodland within the northern extent of the central woodland parcel within the site boundary. Additionally, priority habitat deciduous woodland and ancient woodland is adjacent to the southern site boundary.

Potential Constraints and Opportunities for Project (BI-B08)

Priority habitat deciduous woodland located within the site boundary was recorded in moderate condition when assessed against the condition assessment sheets for the statutory metric. The woodland is eligible for enhancement due to its location, size and baseline condition.

Baseline Habitats Plan (BI-F02)



Project reference / name: BG24.217 Moorely Lane, Brierly Common	
Client: Wild Capital	
Drawing Title: Habitat Baseline	
Drawn By: VH	Date: 22/05/2024
Approved By: EM	Revision: V1

- Legend:**
- Blue Line - Offsetting Area required for planning applicaiton. Accounted for in DEFRA 2.0 Metric
 - Red line boundary - Boundary of area subject to Statutory Net Gain Assessment for sale of units
- UKHabs Habitats**
- w1h: Other Woodland - Mixed
 - c1c: Cereal Crop
- Linear Habitats**
- Hedgerow
 - Ditch

Brindle & Green Limited
www.brindlegreen.co.uk
 Tel: 0800 222 9105



Baseline Habitats Photos (BI-F04)

Provide a range of photographs representative of the baseline. Add additional pages for photos as required.







Geology and Topography

Geological Information (EI-B07)

The site lies within two different bedrock geologies:

- 1) Ravenfield Rock - Sandstone. Sedimentary bedrock formed between 315.2 and 309.5 million years ago during the Carboniferous period.
- 2) Pennine Upper Coal Measures Formation - Mudstone, siltstone and sandstone. Sedimentary bedrock formed between 315.2 and 308 million years ago during the Carboniferous period.

According to <https://geologyviewer.bgs.ac.uk>, accessed 07/11/2024.

Potential Impact to Scheme (EI-B08)

None anticipated.

Topography (EI-B09)

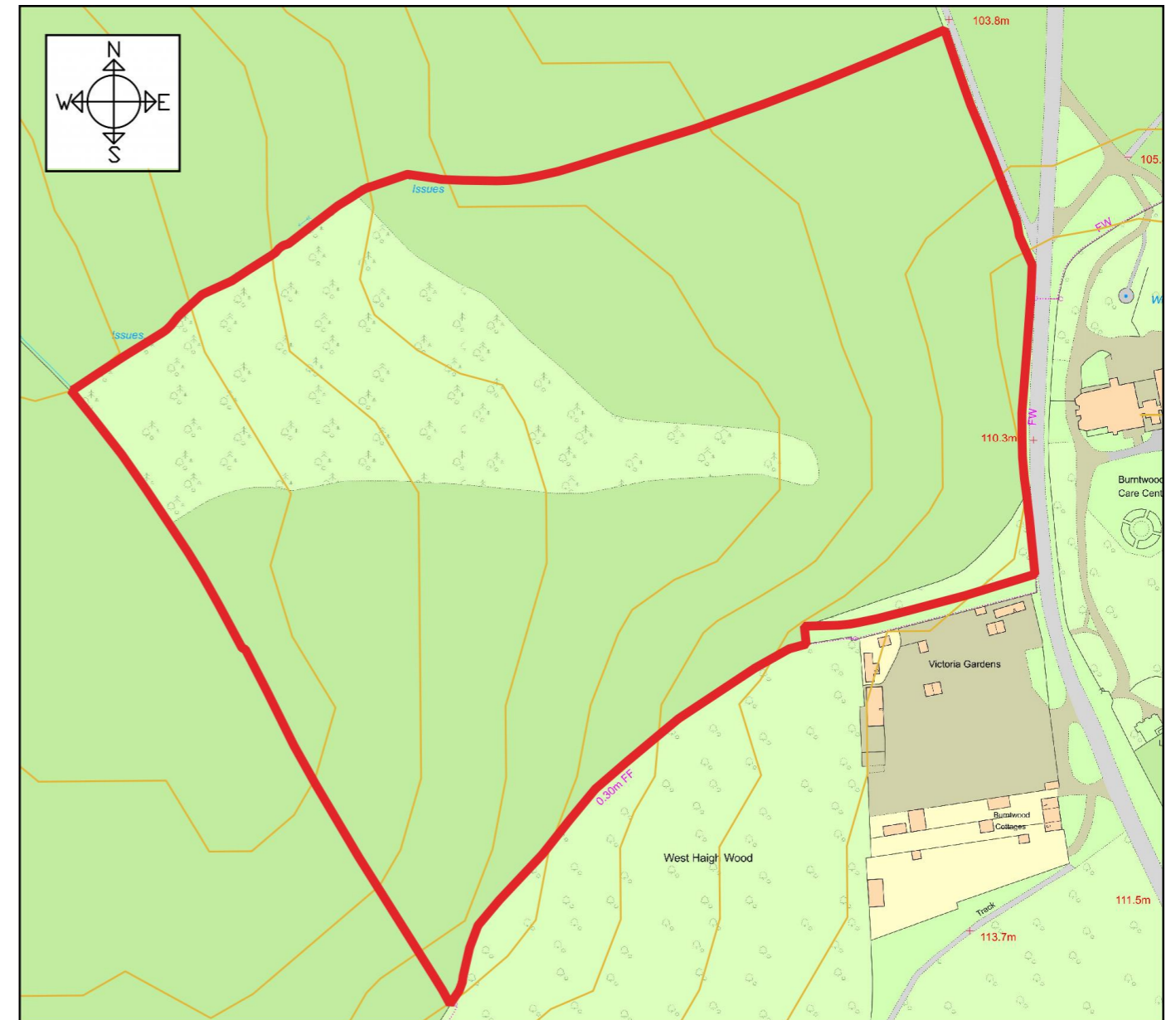
The eastern extent of the site is the highest point, with the slope of the hill falling away west, supporting the woodland, with the north-western corner of the site forming the lowest point. The slope of the site can be clearly seen from the site photographs.

Potential Impact to Scheme (EI-B10)

The historic use of the site for agricultural purposes has given rise to elevated nutrient levels through the application of fertilisers, pesticides and herbicides. The woodland has been subject to nutrient enrichment from runoff from the adjacent arable field, with the topography of the site ensuring that runoff channels into the woodland down the slope. The neutral grassland creation proposed to the east of the woodland, on the higher level of the site, as well as the change in management, will remove the regular application of fertiliser/pesticides etc, which will reduce the damage incurred to the woodland.

Geology and Topography Plan (EI-F02)

Below plan shows the topography of the site, showing the slope westwards towards the woodland.



Agricultural Land Status

Agricultural Land Status (EI-B11)

The site is currently dominated by arable land, regularly cultivated. At the time of the baseline survey, the site supported a young cereal crop, although several areas showed limited signs of germination suggesting crop failure.

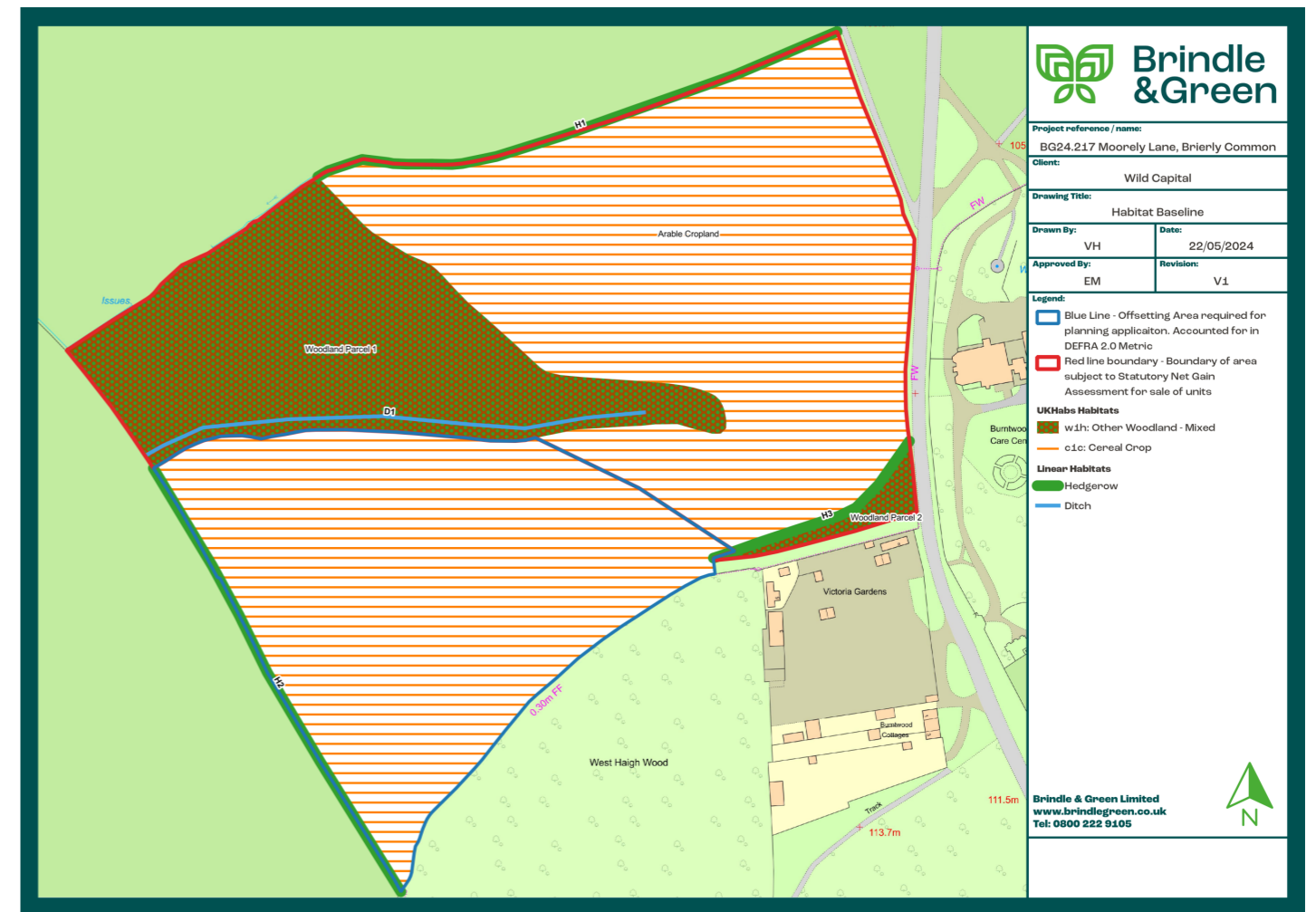
The soil of the site is Grade 3 under the Defra Agricultural Land Classification database. Grade 3 land is defined as *“Land with moderate limitations that affect the choice of crops, timing and type of cultivation, harvesting or the level of yield. Where more demanding crops are grown yields are generally lower or more variable than on land in grades 1 and 2.”*

Potential Impact on Project (EI-B12)

The scheme's proposals involve the loss of agricultural cropland habitats; however, this loss is not considered significant to agricultural production across the local area. Furthermore, the scheme will help protect and enhance the landscape by increasing biodiversity and rebalancing soil chemistry.

Agricultural Land Status Plan (EI-F03)

Baseline plan showing extent of the arable cropland



Soils and Substrates (EI-T02)

Provide the results of the soil analysis. Modify the table below to provide the relevant soils information to inform targeted habitat creation proposals.

Parcel Refs	pH	Extractable Phosphorous (P) (mg/l)
Topsoil	7.56	29
Subsoil	7.73	<5

Summary of Soils Information (EI-B13)

The site lies within Soilscape 6: Free draining slightly acid loamy soils. This soilscape has low fertility (ref: Cranfield University 2024. *The Soils Guide*. Available: www.landis.org.uk. Cranfield University, UK. Last accessed 10/10/2024).

Potential Impact on Project (EI-B14)

Soil analysis has confirmed alkaline soils (pH > 6.5), in line with the historic agricultural practices at the site, soil amelioration practices must be implemented to lower the soil pH to a neutral range (4.5 ≤ pH ≤ 6.5) for successful other neutral grassland creation.

Neutral grassland creation will be further impacted by the moderate / high phosphorus in the topsoil. Management will aim to lower the phosphorus levels across the site, through soil inversion to bring the subsoil to the surface. The suggested species mix for sowing will be selected based on these pH/soil texture requirements to include some species that will favour slightly alkaline soils in addition to species with broad pH requirements that are characteristic of neutral grasslands.

Soils and Substrate Plan (EI-F04)



2. Planned Management Activities

Provide the site-wide aims and objectives. These should consider the Project Background information section outlined above as well as the outcomes of the Metric.

Management Plan Aims and Objectives PM-B01

This document refers to the proposed habitats outlined within the supporting metric and Biodiversity Impact Assessment report (BG24.217 Moorley Lane BNG Offsetting and Habitat Bank Opportunity Assessment, June 2024) and accompanying metrics (BG24.217 Biodiversity Metric 2.0 Calculation Tool Beta Test; BG24.217 Moorley Lane, Barnsley Statutory_Biodiversity Metric_Rev2).

Areas of cropland will be lost to facilitate the creation of native mixed scrub (good condition) and other neutral grassland (good condition). Woodland enhancement will seek to increase the structure and species diversity of the woodland, creating increased opportunities for wildlife.

The mixed scrub will be created towards the centre and western extent of the site, forming ecotones adjacent to the retained and enhanced woodland parcels. The scrub planting will include native woody species such as hazel (*Corylus avellana*) and blackthorn (*Prunus spinosa*) and will be managed to achieve 'Good' condition.

The proposed neutral grassland in the eastern extent of the site, will form open grassland. The area, previously arable cropland, will undergo soil amelioration measures, including soil inversion, to bring the sub soil to the surface, which has been confirmed by soil testing to be suitable for neutral grassland creation. Once inverted, the area will be sown with an appropriately species rich wildflower seed mix.

Native hedgerows will be enhanced through appropriate management and additional native species planting to gap fill defunct areas. The ditch associated with the hedgerow should be enhanced through appropriate aquatic and marginal planting to provide an understorey community to offer opportunity for aquatic invertebrate species, as well as improving connectivity between local habitats, as part of the wider ditch network in the local environment.

Management prescriptions are influenced by the results of the previous ecological report and biodiversity metrics and seek planting and management to safeguard the ecological function of habitats. Subsequent recommendations for the site are focused on improving the biological diversity within the retained habitat, and where possible within proposed habitats.

The management plan will be informed by the monitoring of created and enhanced habitats outlines within the biodiversity monitoring strategy. Where required, the plan should be amended if habitats have not met their targets.

Principles Informed by Design Stage

The project's BNG target(s) should be set and documented early in the design process. Outline how background and baseline information influenced key design principles for the project from an early stage. This can provide useful context for the proposed retention, creation and enhancement measures.

Design Principles Informed by Baseline Information PM-B02

The key principles that have guided the project design include soil conditions, agricultural land status, and topography. Each has been carefully considered at the design stage of the habitat creation proposals to ensure their feasibility and likelihood of success.

The baseline assessment contains habitats ranging from very low to high distinctiveness. High distinctiveness habitats pertain to the native species hedgerow with trees associated with a ditch along the western boundary of the site. The site will continue to function as private land. The metric and biodiversity impact assessment has been compiled to guide habitat creation and enhancement proposals, to incorporate areas of medium distinctiveness habitat such as mixed scrub and other neutral grassland, both considered more valuable habitats than the arable cropland they are replacing.

Habitat and Condition Targets PM-T01

This table presents a summary record of what you have agreed to deliver based on the biodiversity metric. These habitat condition targets form the basis of what the management plan is setting out to achieve. Include the relevant 'Area', 'Hedgerow', and 'Watercourse' types to be implemented and managed throughout the period of 30 years or more.

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
Cereal crops	Mixed scrub	Scrub Creation - Parcel 1	Condition Assessment N/A	Good	Standard time to target condition from the statutory biodiversity metric.	Good condition will be targeted by achieving a pass in all criteria A – E.	Parcel of scrub creation in the eastern extent of the boundary. This band of scrub creation will connect the two existing woodland parcels on site to be enhanced (woodland parcel 1 & woodland parcel 2). The area of scrub should be managed as a successional habitat to provide structure to the woodland edge, providing a valuable band of vegetation for birds, bats and small mammals. The area must be managed to provide a varied structure to promote invertebrate populations. A species rich mix of specimens must be planted. Stock must also have varied age ranges at time of planting, creating a multi-layered band of vegetation, providing initial structure. The management plan governing this habitat to be created must detail the watering schedule, as well as details on guards and stake management to ensure that growth of young stock is not hindered by tree guards or additional supports that do not get removed at the appropriate point in the management schedule.
Cereal crops	Other neutral grassland	Other Neutral Grassland Creation	Condition Assessment N/A	Good	Standard time to target condition from the statutory biodiversity metric.	Good condition will be targeted by achieving a pass in all criteria A – E, including criteria F for non-acidic grassland.	Soil testing has confirmed that the subsoil nutrients of the site are conducive for neutral grassland creation. The area will require soil treatment, through soil inversion, to bring the subsoil to the surface. Following this, the area will be sown with a species rich seed mix, such as EM3 from Emorsgate Seeds. The grassland must be managed according to the condition assessment criteria - it must adhere to a recognisable NVC community specification, be free of invasive non-native species, with the adjacent habitats managed to prevent excessive scrub encroachment. The management plan for this habitat type will allow the sward to establish, flower and set seed prior to cutting, to provide opportunities for nectar feeding invertebrates.
Other woodland; mixed	Other woodland; mixed	Woodland Parcel 1	Moderate	Good	Standard time to target condition from the statutory biodiversity metric.	Good condition will be targeted by targeting criteria C, I and M.	The woodland was a mixture of broadleaved and coniferous trees in which broadleaved species make up 50-80% of the tree cover. The woodland currently scores an average of 27-28 across the survey sampling points across the woodland, equating to 'Moderate' condition. In order to reach the threshold of 32 which would equate to a 'Good' condition score the following criteria must be improved: c) Invasive Plant Species; i) Vegetation and Ground Flora; m) Woodland Disturbance.
Other woodland; mixed	Other woodland; mixed	Woodland Parcel 2	Poor	Poor	N/A as area to be retained	N/A as area to be retained	Smaller parcel of woodland in the south-eastern corner of the boundary. The area was restricted in size and scores a condition score below the threshold for achieving 'Moderate' condition (24).
Non-native and ornamental hedgerow	Non-native and ornamental hedgerow	H1	Poor	Poor	N/A as area to be retained	N/A as area to be retained	

Native hedgerow with trees - associated with bank or ditch	Native hedgerow with trees - associated with bank or ditch	H2	Poor	Moderate	Standard time to target condition from the statutory biodiversity metric.	Criteria to be targeted are: B2, C2, D2 and E2.	The hedgerow and associated trees can be enhanced through appropriate management, additional native species planting to gap fill defunct areas.
Native hedgerow	Species-rich native hedgerow with trees	H3	Moderate	Good	Standard time to target condition from the statutory biodiversity metric.	Criteria to be targeted are: A2, C2, D2, E1 and E2	The hedgerow will be thinned, to allow for native tree planting. Native trees planting will feature a range of age classes to fulfil E1. All new stock will be protected with guards and supported with stakes which will be regularly checked as part of the management of the hedgerow.
Ditches	Ditches	D1	Poor	Moderate	Standard time to target condition from the statutory biodiversity metric.	Criteria to be targeted: A, B, D, E, H	Himalayan Balsam should be treated and eradicated. Submergent and floating-leaved plants should be planted to increase opportunities for wildlife. Selective thinning of the woodland habitat associated with the linear feature should aim to reduce the shading of this habitat to encourage the establishment of aquatic and marginal species.

Habitat and Condition Targets Further Comments

Further benefits to biodiversity that fall outside of the scope of the biodiversity metric calculations, can be achieved within this scheme. Faunal enhancements can be integrated into the site, increasing opportunities for local species. The installation of bat and bird boxes across the site, on trees within the woodland parcels, will provide additional roosting and nesting opportunities for these species. Boxes should be selected and installed under the supervision of a suitably qualified ecologist.

Habitat Retention

Provide a concise description of the habitats that are to be retained in their baseline condition. Habitats being retained may still require ongoing measures to maintain their baseline condition.

Measures to be Implemented to Protect Retained Habitats PM-03

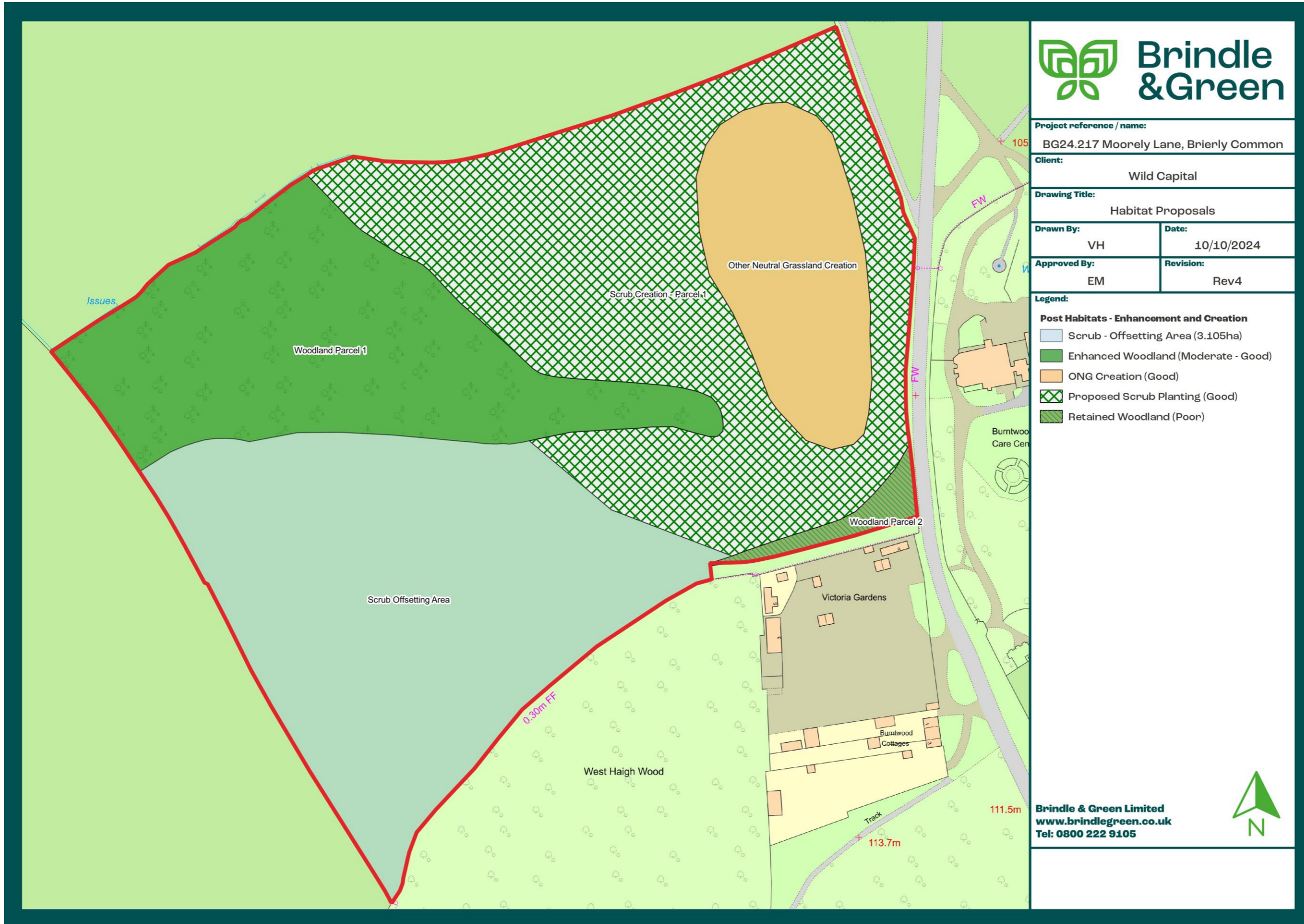
The smaller parcel of woodland (Woodland Parcel 2) located in the south-eastern corner of the site is to be retained under the proposals. Management will continue as currently practiced, with overhanging limbs removed when considered dangerous. Hedgerow H3 bounds this area of woodland, which is to be enhanced, thus protecting the woodland beyond from impacts associated with scrub and grassland management which will be incurred by the adjacent habitats.

As the proposals are for habitat creation and management in order to create a habitat bank site, the risk of the retained woodland being damaged intentionally or through accident is considered to be low. It is therefore not considered necessary to implement protective measures such as protective fencing or exclusion zones.

Specification of Protective Measures to be Used PM-04

N/A

Creation, Enhancement and Management Targets and Prescriptions



Ditch

Creation, Enhancement and Management Summary (DI-T01)

Target Habitat:		Ditch			
Condition Assessment Criteria		Targeted	Relevant Parcels	Enhancement Approach	Management Approach
A	The ditch is of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution.	Yes	Ditch 1	The baseline water quality within the ditch was poor, with evidence of sewage run-off. Investigation to identify the source of the pollution will be carried out. Appropriate remedial measures must be implemented following identification of the pollution source.	Fertiliser application will be prohibited across the site which will prevent run-off from entering the ditches leading to eutrophication. Monitoring of the ditch will check for signs of pollution and implement remediation measures where appropriate to restore.
B	A range of emergent, submerged and floating leaved plants are present. As a guide >10 species of emergent, floating or submerged plants present in a 20 m ditch length.	Yes	Ditch 1	Clearance of existing scrub and invasive species dominating the bankside vegetation will create opportunities for natural regeneration of aquatic species. Selected planting of submergent and floating leaved plants to increase biodiversity for wildlife.	Monitoring to review species diversity and introduce remedial measures such as targeted strimming and/or plug-planting as required Himalayan balsam monitoring will be carried out and control measures implemented as required by condition H.
C	There is less than 10% cover of filamentous algae and or duckweed <i>Lemna</i> spp. (these are signs of eutrophication).	Yes	Ditch 1	N/A	Fertiliser application will be prohibited across the site which will prevent run-off from entering the ditches leading to eutrophication.
D	A fringe of marginal vegetation is present along more than 75% of the ditch.	Yes	Ditch 1	Clearance of existing scrub and invasive species dominating the bankside vegetation will create opportunities for natural regeneration of marginal species.	Adjacent scrub habitats will be managed to ensure they do not encroach onto the ditch.
E	Physical damage is evident along less than 5% of the ditch, with examples of damage including: excessive poaching, damage from machinery use or storage, or any other damaging management activities.	Yes	Ditch 1	N/A	Monitoring will take place during periods of grazing, with buffer to the ditch and woodland to prevent access for livestock.
H	There is an absence of non-native plant and animal species.	Yes	Ditch 1	A programme of Himalayan balsam removal will be undertaken along the banks of the ditch.	Regular monitoring will track the presence of invasive non-native species or and will trigger remedial action where necessary to remove their presence.

Ditch

Creation, Enhancement and Management Detailed Methods (DI-T02)

Action	Relevant Parcels	Timing	Prescriptions
Plug planting	Ditch 1	Establishment works (Year 0)	A range of plug plant tolerant of growing on saturated substrates will be planted into the ditch channel. Planting will occur April – May once the risk of frost reduces. Plants will be sourced from a local reputable supplier. Fertiliser or imported topsoil must not be used.
Invasive species removal	Ditch 1	Establishment works and annual aftercare Year 1 - 5	Himalayan Balsam individuals identified along the ditch will be removed in accordance with best practice guidelines. This will include hand-pulling or targeted strimming each year prior to seed dispersal.
Scrub clearance	Ditch 1	Establishment works (Year 0)	Scrub clearance will be undertaken along the ditch to allow light to penetrate, which will allow marginal plants to naturally colonise. Clearance works can be targeted along alternative banks to encourage structure, which limiting woody growth, every 2 years.

Ditch Species Lists (DI-T03)

Common Name	Scientific Name	Abundance (number of plants)
Yarrow	Achillea millefolium	1
Water-plantain	Alisma plantago-aquatica	1
Wild angelica	Angelica sylvestris	1
Common knapweed	Centaurea nigra	1
Teasel	Dipsacus fullonum	1
Common spike-rush	Eleocharis palustris	1
Hemp-agrimony	Eupatorium cannabinum	1
Meadowsweet	Filipendula ulmaria	2
Hedge bedstraw	Galium mollugo	2
Lady's bedstraw	Galium verum	2
Water avens	Geum rivale	1
Yellow iris	Iris pseudacorus	2
Ox-eye daisy	Leucanthemum vulgare	1
Ragged robin	Lychnis flos-cuculi	1
Gypsywort	Lycopus europaeus	1
Purple loosestrife	Lythrum salicaria	1
Ribwort plantain	Plantago lanceolata	1
Cowslip	Primula veris	1
Selfheal	Prunella modularis	1
Meadow buttercup	Ranunculus acris	3
Yellow rattle	Rhinanthus minor	1
Common sorrel	Rumex acetosa	1

Red campion	<i>Silene dioica</i>	1
Betony	<i>Stachys officinalis</i>	1
Common bent	<i>Agrostis capillaris</i>	10
Crested dog's-tail	<i>Cynosurus cristatus</i>	25
Red Fescue	<i>Festuca rubra</i>	25
Meadow fescue	<i>Schedonorus pratensis</i>	10
Marsh marigold	<i>Caltha palustris</i>	25
Purple loosestrife	<i>Lythrum salicaria</i>	10
Water-mint	<i>Metha aquatica</i>	25
False-fox sedge	<i>Carex obtrubae</i>	10
Common watercrowfoot	<i>Ranunculus aquatalis</i>	25
Spiked water-milfoil	<i>Myriophyllum spicatum</i>	10
Water violet	<i>Hottonia palustris</i>	10
Frogbit	<i>Hydrocharis morsus-ranae</i>	20

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat			Other Neutral Grassland in Good Condition – Created			
Condition Assessment Criteria	Targeted	Relevant Parcels	Creation Approach	Enhancement Approach	Management Approach	
A	The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type. Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.	Yes	1	Soil inversion will lift the subsoil to the surface, which will be harrowed and tilled to a fine tilth. Grassland will be sown with an agreed native species rich neutral grassland seed mix (Emorsgate EM2 mix, or a meadow mix for loamy soils). Fertiliser applications will cease to continue to drive down soil nutrient levels.	N/A	The grasslands will be managed in the long-term through either hay management or grazing. The grasslands will be monitored annually for the first 5 years, and the method of management will be amended as required over the 30-year period to that which achieves the target criteria whilst ensures that the area undergoes continued nutrient stripping. If grazing, livestock will be removed where over-poaching occurs. Implementation of both management practices will enhance species diversity and sward structure, and preventing dominance from pernicious grass species. Sown seed will include yellow rattle, which will prevent the dominance from grasses.
B	Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes	1	Selected seed mixes will increase species diversity, promoting sward structure. Ongoing management will remain relevant, ensuring the sward structure is positively enhanced.	N/A	Under both management regimes, the sward will be left to grow, flower and set seed for at least 6 weeks between May and July inclusive. Monitoring will track the sward diversity and may influence the density of grazing where necessary to promote structural diversity in the sward or the requirement to leave a proportion of the sward unmown on rotation from year to year.
C	Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes	1	Selected seed mixes will increase species diversity, promoting sward structure. During establishment, should any sown areas show signs of failure, reseeding will be required to ensure that the cover of bare ground does not exceed the 5% threshold.	N/A	Hay-cut and/or grazing management will help create areas of bare ground which provide microclimates within the sward. Should additional areas be required, restricted areas of bare ground could be introduced where necessary/appropriate.
D	Cover of bracken <i>Pteridium aquilinum</i> less than 20% and cover of scrub (including bramble) less than 5%.	Yes	1	<i>Pteridium aquilinum</i> will not be planted within the site, nor included within any seed mixes. Scrub creation is planned around the area of neutral grassland creation; however, no scrub planting will be carried out within the grassland area.	N/A	Annual management, including hay cut and/or grazing, will prevent bracken and scrub establishing within the grassland area. Regular monitoring will log the location of scrub and/or bracken encroachment, which will trigger remedial action as required.
E	Combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from	Yes	1	Selected seed mixes will increase species diversity, promoting sward structure.	N/A	Fertiliser input will cease throughout the life of this management plan. Regular monitoring will track the presence of invasive nonnative species or those indicative of sub-optimal condition and

	<p>machinery use or storage, damaging levels of access, or any other damaging activities) accounts for less than 5% of total area.</p> <p>If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.</p>			<p>The area will be prepared by machinery to facilitate soil inversion. Following the removal of machinery from site, the area will be levelled and prepared by hand. Sowing of the chosen seed mix will also be carried out but hand, to promote a natural sward establishing. Germination success will be monitored, and undesirable species will be removed through spot treated.</p>		<p>will trigger remedial action where necessary to remove or reduce their presence respectively.</p> <p>The established grassland will be spot treated for unwanted perennial weeds such as dandelion, docks, thistles, ragwort. No fertiliser is to be applied to the turf.</p>
F	<p>There are 10 or more vascular plant species per m² present, including forbs that are characteristic of the habitat type.</p> <p>Note – this criterion is essential for achieving Good condition for non-acid grassland types only.</p>	Yes		<p>The selected seed mix will be species rich and contain at least 10 species per m². Sowing will be carried out according to the manufacturer’s instructions to increase likelihood of successful establishment.</p>	N/A	<p>Through soil inversion, the nutrient levels will be favourable for a native species-rich grassland which will help to reduce the competitiveness of pernicious weeds undesirable species. Ongoing management will continue to drive down nutrient level – hay cut and collect management will strip nutrients over time and further boost sward diversity over time.</p>

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Detailed Methods (GH-T02)

Provide detailed prescriptions for the creation and management of the habitat.

Action	Relevant Parcels	Timing	Prescriptions
Management – Seed mix	1	Establishment works (Year 0)	<p>Soil inversion, through a deep plough to a minimum of 30cm, will bring the lower subsoil to the surface. Once inverted, the area requires further preparation through harrowing to form a fine, firm seedbed before sowing seed.</p> <p>Areas will be seeded following the manufacturers guidelines (Emorsgate Meadow Mixture for Loamy Soils) by sowing in either autumn or spring. The seed mix can either be spread by hand with an even distribution and tread in or be distributed by machinery where feasible. The first growing season should incorporate a mid to late summer cut to allow seeds to establish and remove weed species from the seed bank. All arisings should be removed from the area and composted to prevent enrichment.</p> <p>Post-sowing rolling is essential to compress the soil, keeping moisture in the seedbed, whilst promoting seed-to-soil contact, aiding successful germination. The selected seed mix must contain yellow rattle to help reduce competitiveness of dominant grasses, promoting a varied sward structure to facilitate a species rich grassland.</p>
Aftercare – Seed mix	1	Year 1	<p>Initiate long-term management consisting of either low density grazing or a hay-cutting regime, as directed by adaptive management monitoring. A mix between the two management styles is appropriate at this site.</p> <p>Hay Cutting</p> <p>Spring hay crop taken before allowing the sward to establish over summer. Following this, take a late summer (late July / August) hay crop, in appropriate weather and ground conditions.</p> <p>Grazing</p>

			Introduce low-density grazing. Stock to be removed over summer to allow the grassland to flower and set seed. Ground conditions must be monitored throughout grazing period to ensure poaching and bare ground occurs across <5% of the grassland habitat area. If poaching or bare ground is recorded above this 5% threshold, stock must be removed, and the areas reseeded. Where reseeding occurs, the cover of pernicious weeds will be monitored, and spot treated as required to prevent the dominance of undesirable species.
Short term management	1	Year 2-5	Continued management through annual hay cuts or low-density grazing, unless a management review indicated a need to manage otherwise. This dynamic review will ensure the condition of the grassland is not compromised through inappropriate management. Stock density must be reviewed annually as part of monitoring review. If grassland condition is improving, maintain grazing density. If grassland condition stable or declining, stock density must be reduced to lower pressures on the grassland.
Long term management	1	Years 5+	In years 5 – 30, continue to manage through annual hay cutting and / or low-density grazing. Continue to manage in perpetuity unless a management review indicated the need to change the management practices, to ensure that the condition of the grassland is met. Where pernicious weeds and / or invasive species establish despite management practices, these areas will be managed through strimming and / or hand pulling. Typically, this will occur in late summer. Where this management practice does not prove effective, then spot treatment through the application of herbicide, such as glyphosate spray, as appropriate.
Supplementary seeding	1	As required	Supplementary seeding with UK native wildflower seed mixes, sourced from a local supplier (where possible) to be applied on areas of poor uptake from previous seed application. If the monitoring reviews indicate low species diversity, or dominance from grass species, plug planting of yellow rattle to control dominant grasses.

Grassland (Medium, High, and Very High Distinctiveness) Species Lists (GH-T03)

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Common Name	Scientific Name	Abundance / %
Yarrow	<i>Achillea millefolium</i>	0.6	Cowslip	<i>Primula veris</i>	0.8
Agrimony	<i>Agrimonia eupatoria</i>	0.8	Selfheal	<i>Prunella vulgaris</i>	0.4
Betony	<i>Stachys officinalis</i>	0.4	Meadow Buttercup	<i>Ranunculus acris</i>	0.2
Common Kapweed	<i>Centaurea nigra</i>	2.8	Bulbous Buttercup	<i>Ranunculus bulbosus</i>	0.1
Wild Carrot	<i>Daucus carota</i>	0.6	Yello Rattle	<i>Rhinanthus minor</i>	1.00
Lady's Bedstraw	<i>Galium verum</i>	1.5	Bladder Champion	<i>Silene vulgaris</i>	0.4
Meadow Crane's-bill	<i>Geranium pratense</i>	0.6	Tufted Vetch	<i>Vicia cracca</i>	0.4
Field Scabious	<i>Knautia arvensis</i>	1.5	Sweet Vernal	<i>Anthoxanthum odoratum</i>	1.6
Rough Hawkbit	<i>Leontodon hispidus</i>	0.1	Quaking Grass	<i>Briza media</i>	3.20
Oxeye Daisy	<i>Leucanthemum vulgare</i>	1.8	Crested Dogtail	<i>Cynosurus cristatus</i>	56.00
Birdsfoot Trefoil	<i>Lotus corniculatus</i>	0.2	Red Fescue	<i>Festuca rubra</i>	10.40
Musk Mallow	<i>Malva moschata</i>	2.20	Common Bent	<i>Agrostis capillaris</i>	8.0
Ribwort Plantain	<i>Plantago lanceolata</i>	2.4	Yellow Oat-grass	<i>Avena flavescens</i>	0.8
Salad Burnet	<i>Sanguisorba minor</i>	1.2			

What Does Success Look Like? (GH-F01)



Hedgerow

Creation, Enhancement and Management Summary (HD-T01)

Provide details of the approach to delivering each of the targeted condition criteria and hedgerow type. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 8. Hedgerow

Target Hedgerow Type:					
Native hedgerow with trees, associated with a ditch					
Condition Assessment Criteria	Targeted?	Relevant Features	Enhancement Approach	Management Approach	
A1	Height >1.5m average along length.	Yes	H2, H3	The hedgerow will be managed to maintain a height of at least 1.5m	The hedgerow will be managed on a two-to-three-year rotation, aiming for an A line profile at the top, with a base width of at least 1.5m metres and height of at least 1.5m metres.
A2	Width >1.5m average along length.	Yes	H2, H3	The hedgerow will be planted with additional native species and allowed to grow out to a width of at least 1.5m and managed accordingly to allow this to be maintained.	
B1	Gap – hedge base Gap between ground and base of canopy <0.5m for >90% of length.	Yes	H2, H3	The hedgerow will be enhanced through the planting of understorey species, comprising aquatic and semi-aquatic plants associated with the adjacent ditch, to offer a suitable habitat for faunal species, particularly invertebrates.	The understorey will be incorporated into the ditch management regime outlined within DI-T01
B2	Gap – hedgerow canopy continuity Gaps make up <10% of total length; and no canopy gaps >5m.	Yes	H2, H3	The hedgerow will be enhanced through planting of additional native species in order to gap fill defunct areas of hedgerow.	Native species whips will be planted within targeted areas identified as 'defunct' and to fill gaps within the existing hedgerow. The trees will be, as far as is reasonably possible, locally sourced and of appropriate local provenance (as defined by Forestry Commission Practice Note [1999] Using Local Stock for Planting Native Trees and Shrubs) [Local Provenance Regions 304 or 403 - regions ordered by preference, most preferable – least preferable]. Tree stakes should be used to support newly planted whips, boarded by bio-degradable tree guards to protect during establishment.
C2	Nutrient-enriched perennial vegetation Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	Yes	H2, H3	The hedgerow and areas immediately adjacent will not be subject to enrichment of nutrients such as through application of fertiliser. The hedgerow will also be subject to planting of understorey species, to remediate the plant species indicative of nutrient enrichment.	The understorey will be sown with a shade tolerant seed mix (Emorgate EH1 Hedgerow mixture) to promote ground flora community.
D1	Invasive and neophyte species >90% of the hedgerow and undisturbed ground is free of	No	H2, H3	H2 and H3 already pass D1 and is therefore not a targeted criteria.	H2 and H3 already pass D1 and is therefore not a targeted criteria.

	invasive non-native plant species (including those listed on Schedule 9 of WCA3) and recently introduced species.				
D2	Current damage >90% of the hedgerow or undisturbed ground is free of damage caused by human activities.	Yes	H2, H3	The hedgerow will be retained and managed for the purposes of biodiversity and will be protected from damage by human activities such as excessive trampling and agricultural activities.	Tree stakes should be used to support newly planted whips, boarded by biodegradable tree guards to protect during establishment. Whips will be protected by a mulch mat, e.g. c.1m2 Hemcore Biomats (or similar). Biomats are fully biodegradable and will reduce the need for post restoration watering and weed control.
E1	Tree class (applicable to hedgerows with trees only) There is more than one age-class (or morphology) of tree present (for example: young, mature, veteran and or ancient), and there is on average at least one mature, ancient or veteran tree present per 20 – 50m of hedgerow.	Yes	H3	The hedgerow will be planted with additional native species in order to create a variety of age classes and will be managed accordingly so that mature trees will be retained within the hedgerow.	In the first year of establishment, from May until September establishing trees within the hedgerow should be watered with 5-10L of water per metre, supplied once per week. In periods of dry weather (No rain for a period of over 10 days) this effort should be increased to twice per week. Tie checks will be conducted once every 2 months to promote establishment until year 3. Trees within hedgerows will be inspected annually in late summer for the first 5 years of establishment. Specimens which have died or become diseased will be replaced within the following winter planting season
E2	E2. Tree health (applicable to hedgerows with trees only) At least 95% of hedgerow trees are in a healthy condition (excluding veteran features valuable for wildlife). There is little or no evidence of an adverse impact on tree health by damage from livestock or wild animals, pests or diseases, or human activity.	Yes	H2, H3	Newly planted trees within the hedgerows will be managed in order to maintain health and existing trees within the hedgerow will be monitored and managed accordingly.	

Creation, Enhancement and Management Methods (HD-T02)

Action	Relevant Features	Timing	Prescriptions
Hedge planting of existing gaps	H2	Year 0	<p>Any whips planted to bolster gappy areas of hedgerow will comprise native whips of 40-60cm transplants.</p> <p>Tree stakes should be used to support newly planted whips, boarded by bio-degradable tree guards to protect during establishment.</p> <p>In the first year of establishment, from May until September establishing specimens should be watered with 5-10L of water per metre, supplied once per week. In periods of dry weather (No rain for a period of over 10 days) this effort should be increased to twice per week. Tie checks will be conducted once every 2 months to promote establishment until year 3.</p> <p>Newly planted hedgerows will be inspected annually in late summer for the first 5 years of establishment. Specimens which have died or become diseased will be replaced within the following winter planting season.</p>
Improved Structure	H2, H3	Year 2+	<p>Formative prune hedgerows during establishment to encourage a dense, bushy structure. Once established, hedgerows should be managed on a 2-year rotational basis to ensure foraging resources are available year-round for protected species. Management should avoid nesting bird season (March to September inclusive).</p> <p>Non-biodegradable stakes, netting, guards or ties are to be removed from the site once the hedgerow is established (this is to be assessed during the annual late summer check) and disposed of at an appropriate licensed site</p>

Hedgerow Species Lists (HD-T03)

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %
Hawthorn	<i>Crataegus monogyna</i>	Individual standards for gap planting
Hazel	<i>Corylus avellana</i>	
Field Maple	<i>Acer campestre</i>	
Blackthorn	<i>Prunus spinosa</i>	
Guelder Rose	<i>Viburnum opulus</i>	
Holly	<i>Ilex aquifolium</i>	
Spindle	<i>Euonymus europaeus</i>	
Dogwood	<i>Cornus sanguinea</i>	
Hornbeam	<i>Carpinus betulus</i>	

Scrub

Creation, Enhancement and Management Summary (SC-T01)

Target Habitat: Mixed Scrub – Good condition - creation				
Condition Assessment Criteria	Targeted	Relevant Parcels	Creation approach	Management Approach
<p>A The parcel represents a good example of its habitat type – the appearance and composition of the vegetation closely matches its UKHab description (where in its natural range).</p> <ul style="list-style-type: none"> - At least 80% of scrub is native, - There are at least three native woody species, - No single species comprising more than 75% of the cover (except hazel <i>Corylus avellana</i>, common juniper <i>Juniperus communis</i>, sea buckthorn <i>Hippophae rhamnoides</i> or box <i>Buxus sempervirens</i>, which can be up to 100% cover). 	Yes	1	The area will incorporate a mixture of native species which produce flowers and berries such as hawthorn (<i>Crataegus monogyna</i>), blackthorn (<i>Prunus spinosa</i>), guelder rose (<i>Viburnum opulus</i>), field maple (<i>Acer campestre</i>), hazel (<i>Coryllus avellana</i>), and dog rose (<i>Rosa canina</i>).	<p>In the first year of establishment, from May until September scrub specimens should be watered once per week. In periods of dry weather (No rain for a period of over 10 days) this effort should be increased to twice per week. Tie checks will be conducted once every 2 months to promote establishment until year 2.</p> <p>Any dead or dying plants should be removed and replaced during the next available planting season.</p> <p>Prune scrub species annually until established to prevent woodiness, remove dead branches and promote a dense bushy structure. Shrubs suitable for coppicing such as hazel will be cut back on a rotational basis to prevent them becoming dominant.</p>
B Seedlings, saplings, young shrubs and mature (or ancient or veteran) shrubs are all present.	Yes	1	Trees will be planted with native species in order to create a variety of age classes and will be managed accordingly so that more mature trees will be retained within the scrub alongside the natural regeneration of saplings to create a varied age structure.	The area must be managed to provide a varied structure to promote invertebrate populations. A species rich mix of specimens must be planted. Stock must also have varied age ranges at time of planting, creating a multi-layered band of vegetation, providing initial structure.
C There is an absence of invasive non-native species (as listed on Schedule 9 of WCA) and species indicative of suboptimal condition make up less than 5% of ground cover.	Yes	1	Flora will be managed to remove any presence of invasive species (as listed on Schedule 9 of WCA)	Any evidence of invasive or pernicious species encroachment into the scrub should be managed and removed in the same planting season.
D The scrub has a well-developed edge with scattered scrub and tall grassland and or forbs present between the scrub and adjacent habitat.	Yes	1	Scrub will be planted in a way to create a connection between the two retained woodland parcels and will provide structure to the woodland edge.	Planting should be conducted in early spring and grouped in clusters of native species to emulate natural regeneration and scrub composition. Rotational coppicing will aim to maintain clearing throughout scrub blocks.
E There are clearings, glades or rides present within the scrub, providing sheltered edges.	Yes	1	Scrub will be planted in order to create glides within the habitat and clusters of tree planting to emulate natural regeneration and scrub composition.	Specimen planting should be conducted in early spring, set approximately 1.5m apart Tubex (or equivalent) tree shelters will be used to protect specimens from rodent and rabbit damage and held in

					place by a bamboo stake. Tree guards and stakes will require loosening and removal once established.
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Scrub

Creation, Enhancement and Management Detailed Methods (SC-T02)

Action	Relevant parcels	Timing	Prescriptions
Native whip planting	1	Establishment	Planting should be conducted in early spring. Specimen planting should be conducted in early spring, set approximately 1.5m apart Tubex (or equivalent) tree shelters will be used to protect specimens from rodent and rabbit damage and held in place by a bamboo stake. Tree guards and stakes will require loosening and removal once established.
Watering	1	Establishment – Year 2	In the first year of establishment, from May until September scrub specimens should be watered once per week. In periods of dry weather (No rain for a period of over 10 days) this effort should be increased to twice per week. Tie checks will be conducted once every 2 months to promote establishment until year 2. Prune scrub species annually until established to prevent woodiness, remove dead branches and promote a dense bushy structure. Shrubs suitable for coppicing such as hazel will be cut back on a rotational basis to prevent them becoming dominant. Any dead or dying plants should be removed and replaced during the next available planting season.
Fencing of areas of scrub planting (Only required if grazing management is implemented on adjacent grassland habitat)	1	Establishment	Areas of scrub creation will be fenced off to protect young specimens from grazing pressure. Fencing used will be stock proof if grazing used as the management tool.
Spot treat pernicious weeds	1	Year 2 - 5	Spot treatment of species indicative of sub-optimal condition will be undertaken following establishment and informed by monitoring surveys.
Long-term management	1	Year 5+	If grazing used as a management prescription on neighbouring grassland, scrub growth will be monitored to ensure livestock grazing is not damaging scrub growth within this habitat. Monitoring required to ensure scrub diversity and structure is maintained, with professional ecological or landscape architect advise sought where particular species have failed to establish.

Scrub Species Lists (SC-T03)

Common Name	Scientific Name	Abundance / %
Hawthorn	<i>Crataegus monogyna</i>	20
Hazel	<i>Corylus avellana</i>	20
Field Maple	<i>Acer campestre</i>	5
Blackthorn	<i>Prunus spinosa</i>	20
Guelder Rose	<i>Viburnum opulus</i>	10
Holly	<i>Ilex aquifolium</i>	5
Spindle	<i>Euonymus europaeus</i>	5
Dogwood	<i>Cornus sanguinea</i>	5
Wayfaring tree	<i>Viburnum lantana</i>	5
Goat willow	<i>Salix caprea</i>	5

Woodland

Creation, Enhancement and Management Summary (WO-T01)

Target Habitat: Other Broadleaved woodland – mixed			Target Score	Relevant Parcels	Enhancement Approach	Management Approach
A	Age distribution of trees	Three age classes present	N/A	N/A	Not targeted criteria for either woodland.	Periodic thinning of canopy trees as necessary
		Two age classes present				
		One age class present				
B	Wild, domestic and feral herbivore damage	No significant browsing damage evident in woodland	N/A	N/A	Not targeted criteria for either woodland.	Monitoring to ensure continued absence of significant browsing pressure, and corrective measures undertaken is recorded.
		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				
C	Invasive plant species	No invasive species present in woodland	3	1	Himalayan balsam, Rhododendron sp. and cotoneaster sp were recorded in the woodland. The enhancements to the ditch will see the eradication of the Himalayan balsam (see Ditch section above). Other invasive species will be removed and replace with understorey planting with native shrub species.	Monitoring will ensure persistent absence of invasive species and corrective measures undertake if recolonisation confirmed.
		Rhododendron <i>Rhododendron ponticum</i> or cherry laurel <i>Prunus laurocerasus</i> not present, other invasive species <10% cover				
		Rhododendron or laurel present, or other invasive species) 10% cover				
D	Number of native trees species	Five or more native tree or shrub species found across woodland parcel	N/A	N/A	Not targeted criteria for either woodland.	Selective felling of non-native species to maintain criteria.
		Three to four native tree or shrub species found across woodland parcel				
		Two or less native tree or shrub species present across woodland parcel				
E	Cover of native tree and shrub species	>80% of canopy trees and >80% of understorey shrubs are native	N/A	N/A	Not targeted criteria for either woodland. Selective felling of non-native species to maintain criteria. The selective thinning of canopy trees will encourage the natural regeneration of the woodland parcel and increase the structural diversity of trees present. Supplementary planting of native trees within the canopy gaps will also be undertaken on an <i>ad hoc</i> basis where required.	Monitoring to ensure >80% presence of native species in the canopy and sub-canopy levels.
		50 – 80% of canopy trees and 50-80% of understorey shrubs are native				
		<50% of canopy trees and <50% understorey shrubs are native				

F	Open space within woodland	10-20% of woodland has areas of temporary open space. Unless woodland <10ha in which case 0-20% temporary open space is permitted.	N/A	N/A	Not targeted criteria for either woodland. The selective thinning of canopy trees will encourage the natural regeneration of the woodland parcel and increase the structural diversity of trees present. Supplementary planting of native trees within the canopy gaps will also be undertaken on an <i>ad hoc</i> basis where required.	Monitoring to ensure no more than 40% of the woodland has temporary open space.
		21-40% of woodland has areas of temporary open space				
		<10% or >40% of woodland has areas of temporary open space. But if woodland <10ha has <10% temporary open space, please see Good category.				
G	Woodland regeneration	All three classes present in woodland; trees 4-7cm Diameter at Breast Height (DBH), saplings and seedlings or advanced coppice regrowth	N/A	N/A	Not targeted criteria for either woodland.	Implementing coppicing and selective thinning will encourage the natural regeneration of gaps. Monitoring to ensure that natural regeneration
		One or two classes only present in woodland				
		No classes or coppice regrowth present in woodland				
H	Tree health	Tree mortality less than 10%, no pests or diseases and no crown dieback	N/A	N/A	Not targeted criteria for either woodland.	Monitoring to ensure natural regeneration is occurring.
		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				
I	Vegetation and ground flora	Recognisable NVC plant community at ground layer present, strongly characterised by ancient woodland flora specialists.	3	1	Selective thinning of tree with thin the canopy layer, allowing light to penetrate the lower canopy levels and ground. Woodland mixture (EW1, Emorsgate seeds) will be sown to establish a ground flora community. Seed mix will contain ancient woodland flora specialists such as lords and ladies, bluebell, foxglove, and primrose.	Monitoring to ensure ground flora establishes. NVC surveys to confirm community composition. If the species diversity does not form a recognisable NVC community, selective seeding must be implemented to increase diversity of target species.
		Recognisable NVC plant community at ground layer present				
		No recognisable NVC plant community at ground layer present.				
J	Woodland vertical structure	Three or more storeys across all survey plots or a complex woodland.	N/A	N/A	Not targeted criteria for either woodland.	Monitoring to ensure natural regeneration is occurring.
		Two storeys across all survey plots				
		One of less storey across all survey plots				
K	Veteran trees	Two of more veteran per hectare	N/A	N/A	Not targeted criteria for either woodland.	Monitoring to ensure natural regeneration is occurring.
		One veteran tree per hectare				
		No veteran trees present in woodland				
L		50% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead	N/A	N/A	Not targeted criteria for either woodland.	

	Amount of deadwood	<p>branches and or stems and stumps, or an abundance of small cavities.</p> <p>Between 25% and 50% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and or steams, stubs and stumps, or an abundance of small cavities.</p> <p>Less than 25% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and or steams, stubs and stumps, or an abundance of small cavities.</p>				Monitoring to ensure natural regeneration is occurring.
M	Woodland disturbance	<p>No nutrient enrichment or damaged ground evident</p> <p>Less than 1 hectare in total of nutrient enrichment across woodland area and or less than 20% of woodland area has damaged ground</p> <p>More than 1 hectare of nutrient enrichment and or more than 20% of woodland area has damaged ground</p>	2	1	Nutrient enrichment from agricultural run-off has affected the criteria of this habitat. However, the loss of arable cropland for mixed scrub and neutral grassland creation, will see the reduction in fertiliser application, and subsequent run-off.	Monitoring to ensure nutrient enrichment does not increase further. Monitoring of species indicative of enrichment such as nettle and dock species.

Woodland

Enhancement and Management Detailed Methods (WO-T02)

Action	Relevant Parcels	Timing	Prescriptions
Protected species	1	To inform all Arboricultural works	<p>All works undertaken within the woodland must consider protected species. Prior to any work on trees within the woodland (including, but not limited to, felling, pruning, pollarding) the following must be considered:</p> <ul style="list-style-type: none"> Trees to be impacted must be assessed for their potential to support roosting bats. If a tree is considered to have potential roosting features, works which could impact a potential roost should be avoided, unless further surveys are undertaken to confirm absence of roosting bats, or a European protected species licence acquired to allow works to proceed. Aim to undertake all management work involving vegetation removal outside of the nesting bird season (March to August inclusive). Where this is not possible, to ensure that the area of proposed work has been checked by a competent ecologist for the presence of nesting bird activity; A pre-commencement survey to identify any badger setts within 30m of proposed works. Should any evidence of badger be recorded within 30m of the working area, works must cease and the advise of an ecologist sought. a badger licence may be required to legitimise works and advise should be sought from the project ecologist.
Removal of invasive and undesirable species	1	Establishment works (Year 0), Years 2-5	<p>Locate and eradicate stands of Himalayan balsam, Rhododendron sp. and cotoneaster.</p> <p>Himalayan balsam treatment must be discussed with a suitable removal contractor.</p> <p>Replacement shrub layer planting must be carried out to increase the structure of the woodland.</p>
Native tree and shrub planting	1	Establishment works (Year 0)	<p>Tree stakes will be used to support newly planted whips, boarded by biodegradable tree guards to protect during establishment. Sufficient manual watering and tie checks will be conducted at regular intervals to promote establishment. In the first year of establishment, from May until September young trees will be watered with 5-10L of water, supplied once per week. In periods of dry weather (No rain for a period of over 10 days) this effort should be increased to twice per week. Tie checks will be conducted once every 2 months to promote establishment until year 3. Any dead or dying plants will be removed and replaced during the next available planting season. Formative prune during winter where necessary to establish a strong central leader on trees. Trees will be assessed annually during years 3 5 removing and reducing side shoots. This work should be ongoing until the tree is established.</p>
Thinning	1	Establishment works (Year 0)	<p>The first thinning must be carried out during the establishment phase. In the late summer, mark up approx. < 5% of trees, targeting non-native species and dense stands.</p> <p>Pruning and tree works must be undertaken in late autumn / winter (November – February) to avoid the nesting bird season. All tree works will be carried out to BS 3993 – 2010 by a qualified arborist / tree surgeon.</p> <p>Consultation with the local Forestry Commission officer is recommended at an early stage to agree management for the lifespan of the project.</p>
Thinning	1	Years 7, 14, 21, 28	<p>Thinning to be done every 7 years, when needed and at the discretion of an ecologist and the land manager.</p>

Woodland Species Lists (WO-T03)

Common Name	Scientific Name	Abundance / %
Field maple	Acer campestre	10
Silver birch	Betula pendula	10
Pedunculate oak	Quercus robur	10
Goat willow	Salix caprea	10
Holly	Ilex aquifolium	10
Hawthorn	Crataegus monogyna	10
Spindle	Euonymus europaeus	10
Wild Privet	Ligustrum vulgare	10
Hazel	Corylus avellana	10
Rowan	Sorbus aucuparia	10

Habitat Creation and Management – Risk Register and Remedial Measures PM-T02

Provide a site-wide risk register associated with creating, enhancing and, or, managing each habitat type. Consider your approach to delivering the BNG targets in case the management prescriptions do not deliver as expected.

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
Project Lifetime	All habitats	Establishment of invasive non-native species	Monitoring confirms presence of non-native invasive species	Initiate programme of eradication of the identified non-native invasive species. Specialist advice must be sought to ensure appropriate eradication methods for any species.
Project Lifetime	Other Neutral Grassland	Failed areas of seeding	Greater than 10% bare ground during years 2-5 and then greater than 5% bare ground cover after 5 years	Apply additional seed in areas of failed establishment. Appropriate seed mix to be used for the compartment where reseeded is required.
Project Lifetime	Other Neutral Grassland	Poor sward diversity	Where <20% of the sward is <7cm and <20% of the sward is >7cm	Alternate between grazing and hay cut management. Where grasses become too dominant, yellow rattle should be sown to outcompete dominant grasses.
Project Lifetime	Other Neutral Grassland	Scrub or bracken encroachment	Scrub or bracken cover greater than 5% or 20% respectively	Commence programme of scrub and/or bracken removal as required. This can be executed through mechanical removal or spot treatment with herbicide.
Project Lifetime	Other Neutral Grassland	Establishment of species indicative of sub-optimal condition	Where species indicative of sub-optimal conditions comprise >5% of the sward	Commence programme of spot treatment for undesirable species using herbicide.
Project Lifetime	Other Neutral Grassland	Damage through poaching or rabbit grazing	Evidence of damage and/or poaching >5% of ground cover	Firstly, identify the cause of the damage. If caused by livestock as part of grazing management, reduce grazing intensity by reducing the number of stock in the area, or switch to hay cut management. If damage source identified as rabbits, initial rabbit population control measures, e.g. shooting.
Project Lifetime	Mixed Scrub	Newly planted whips and specimens failing to establish	10% of targeted number of newly planted specimens found to be dead during years 1-10.	Plant a larger number of specimens initially as contingency against some losses in the early years. Undertake a second round of planting, replacing failed specimens on a like-for-like basis

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
Project Lifetime	Mixed Scrub	Insufficient variation of age classes	Where less than 5% cover over the scrub area of each block is represented by saplings and less than 80% is represented by mature scrub. The remaining scrub should comprise immature scrub.	Selective thinning to allow natural regeneration. Where unsuccessful, additional planting of native specimens must be introduced.
Project Lifetime	Mixed Scrub	Overdominance of one species within the canopy	Where one species of scrub within a scrub block represents more than 50% of the canopy cover	Selective thinning of dominant species to allow other species to establish.
Project Lifetime	Mixed Scrub	Insufficient species diversity	Where block of scrub includes less than three species	Selective thinning and planting of additional species. A minimum of 2 additional species should be planted to increase the chances of ensuring each scrub block includes more than 3 species.
Project Lifetime	Mixed Scrub	Poorly developed edges	Where the edges of the scrub do not grade into adjacent habitats, where there is an absence of scattered scrub and tall grassland and/or forbs	Reduce management of scrub habitats to allow more diverse edges and promote the growth of scattered scrub and tall grasses. These areas may require more attentive management, e.g. using hand tools.
Project Lifetime	Mixed Scrub	Establishment of species indicative of sub-optimal condition	Where species indicative of sub-optimal conditions comprise >5% of the sward	Commence programme of spot treatment for undesirable species using herbicide.
Project Lifetime	Mixed Scrub	Insufficient structure	Lack of clearings, glade or rides within the scrub	Initiate a programme of targeted dense scrub removal to create glades and rides through the habitat.
Project Lifetime	Ditch	Marginal vegetation diversity loss	Monitoring will check fringe of aquatic marginal vegetation. Where significant losses in vegetation result in more than 15% loss in diversity, action is required.	Replacement planting and reseedling where vegetation is lacking.
Project Lifetime	Ditch	Pollution of water in the ditch system	Monitoring identifies poor water quality or a potential source of pollution in the ditch	Investigation to identify the source of the pollution if unknown. Appropriate remedial measures must be implemented following identification of the pollution source.
Project Lifetime	Ditch	Signs of physical damage along the ditch	Monitoring will check for signs of physical damage along the ditch. Where more than 5% of the ditch shows evidence of damage, remedial action will be triggered. Examples of damage include: poaching, damage from	Where signs of damage are identified, the source will be identified, and appropriate remedial and restoration works will be implemented. For example, excluding the

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
			machinery use or storage, or any other damaging management activities.	riparian zone through fencing to prevent grazing and machinery pressures in the area.
Project Lifetime	Other Broadleaved Woodland	Tree Health	Either: <ul style="list-style-type: none"> • Ash Dieback due to <i>Hymenoscyphus fraxineus</i> fungus noted within the woodland; • More than 10% mortality rate of trees; • Any of the following high-risk disease or pests are present: <ul style="list-style-type: none"> - Acute/Chronic Oak Decline - <i>Anoplophora chinensis</i> - Ash dieback - Asian Longhorn beetle - Bronze Birch borer - <i>Cryphonectria parasitica</i> - Emerald Ash borer - <i>Gibrella circinate</i> - Horse Chestnut Bleeding Canker - <i>Ips amitinus</i> - <i>Ips duplicatus</i> - <i>Ips typographus</i> - <i>Phytophthora lateralis</i> - <i>Phytophthora kernoviae</i> - <i>Phytophthora ramorum</i> - <i>Phytophthora austrocedrae</i> - <i>Phytophthora spp.</i> - Pine Lappet Moth - Pine Porcessionary Moth - Bed Band Needle Blight - Weevils 	If action is triggered, seek advise from a qualified arboriculturalist and follow current Forestry Commission Guidance for management and best practice felling or pollarding of diseased trees is required.
Project Lifetime	Other Broadleaved Woodland	Significant browsing damage	When browsing pressure in the woodland is considered significant (Browsing pressure is considered to be significant where >20% of vegetation visible within a 10m x 10m survey	Fencing off the woodland to deter livestock entry.

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
			plot shows damage from any type of browsing pressure) OR When one of three regeneration classes is missing from the woodland or coppice growth is being significantly impacted.	If browsing pressure from deer, control measures will be implemented, although this is often not practical as needed on a widespread population-level management. As an alternative, it is recommended that any coppice regrowth is protected by piling over the cut stumps to protect new shoots which will germinate through the brash.
Project Lifetime	Other Broadleaved Woodland	Poor species diversity at ground flora and lower canopy levels	When no recognisable NVC plant community at ground layer present	Selective thinning of upper canopy to allow light penetration to ground layer. Sowing of shade tolerant seed mixes, which will be monitored and resown in areas of failure.

3. Monitoring Schedule

To deliver BNG, a robust strategy is critical to monitor successes and challenges. Routine monitoring informs progress and facilitates the required management plan updates at set intervals.

Monitoring Strategy

Provide details of the monitoring strategy to encourage successful implementation of the management plan (MS-B01)

This plan will be reviewed at years 1, 2, 3, and 5, with the production of a new plan, incorporating revisions following the review of the results of the monitoring of habitat conditions as described. A rolling 5-year revision of the management plan will be conducted thereafter. Monitoring of habitats will occur at years 1, 2, 3, and 5 with a rolling 5-year monitoring schedule to ensure prescriptions remain relevant, and that predicted target conditions within the Biodiversity Net Gain Assessment are being met. Reviews, monitoring and management of the site will be conducted for the 30 years to comply with the monitoring requirements of Biodiversity Net Gain.

It is expected that the 30-year monitoring period will commence following the completion of the establishment works. Where there is a delay to the establishment works, this monitoring strategy will extend to year 35 (if required) to allow for 30 years monitoring to be completed.

Monitoring Methods and Intervals MS-T01

Provide details of the methods you will use to adequately monitor the progress towards the targets stated in the management plan and as agreed with the Local Planning Authority.

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Other Neutral Grassland	<p>During the establishment phase of the grassland, monitoring will focus on determining the relative abundances of species present throughout the sward, using the DAFOR or DOMIN scales for assessing relative abundance. Monitoring will also focus on determining whether a sufficient number of species within the seed mixes used have established. The percentage cover of palatable grasses must also be recorded.</p> <p>During years 10 – 30, the following factors will be reviewed:</p> <ul style="list-style-type: none"> • Species diversity per m2 • Percentage cover of bare ground • Percentage cover of scrub/bracken • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • DAFOR Abundances of wildflowers, sedges and rushes • Sward height diversity • Level of poaching or trampling damage <p>Grassland assessment to ensure target criteria are being met, will be carried out May – August.</p>	<p>Annually from years 1 – 5, then every 5 years thereafter</p> <p>Surveys to be completed May - August</p>
Mixed Scrub	<p>During years 1 – 5, individual specimen scrub plants will be monitored for their health. The abundance of species indicative of sub-optimal habitat condition, as well as the presence of non-native invasive species, will be reviewed annually.</p> <p>During years 10 – 30, scrub will be monitored for:</p> <ul style="list-style-type: none"> • The number of native scrub canopy species in each block • The percentage cover of various age ranges of scrub throughout scrub blocks • Percentage cover of species indicative of sub-optimal condition 	<p>Years 1, 2, 5, 10, 15, 20, 25, 30</p> <p>Scrub monitoring to be completed May – September</p>

	<ul style="list-style-type: none"> • Presence of non-native invasive species • The character of edge habitats • The presence of clearings, glades and rides 	
Other Broadleaved Woodland	<p>Throughout the management plan period, the woodland will be monitored for:</p> <ul style="list-style-type: none"> • Tree age • Tree health • Presence of invasive species • Species diversity • Cover of native tree and shrub species • Woodland structure, including distribution of open space and regeneration • Vegetation and ground flora assemblage • Woodland disturbance, including soil enrichment and pollution 	<p>Years 1, 2, 5, 10, 15, 20, 25, 30</p> <p>Woodland monitoring will occur March – May</p>
Hedgerows	<p>For the lifespan of the management plan, the hedgerows will be monitored for:</p> <ul style="list-style-type: none"> • Hedgerow structure (inc. height and width) • Continuity (i.e. hedgerow gaps) • Level of disturbance at the base of the hedgerow (inc. nutrient enrichment, buffers to adjacent habitat types) • Presence of invasive and neophyte species • Signs of damage <p>For the hedgerows with trees, the following criteria will be monitored:</p> <ul style="list-style-type: none"> • Age range and morphologies of trees • Tree health 	<p>Years 1, 2, 5, 10, 15, 20, 25, 30</p> <p>Hedgerow monitoring will be conducted May – August</p>
Ditches	<p>Throughout the management plan period, the woodland will be monitored for:</p> <ul style="list-style-type: none"> • Water quality and signs of pollution • Cover of marginal species along the banks • Filamentous algae and duckweed coverage • Signs of damage or poaching • Water levels • Presence of non-native and invasive plant / animal species 	<p>Years 1, 2, 5, 10, 15, 20, 25, 30</p> <p>Monitoring of the ditch will be carried out July – September</p>

Monitoring Reports

Following completion of habitat creation and initial enhancement works, prepare for your monitoring report for the Local Planning Authority or Responsible Body. You should monitor each habitat type comprising the BNG project. Provide sufficient detail for the reviewing authority to assess the progress. The 'Monitoring Report Template' can help you do this. The requirements and regularity with which the monitoring reports are required are at the discretion of the LPA or Responsible Body. Prepare the monitoring requirements below.

Monitoring Report Schedule MS-T02

Provide details of the person or organisation that will be responsible for submitting the monitoring reports. Also state the responsible organisation for receiving and reviewing the reports.

Organisation Responsible for Submitting the Monitoring Reports	Organisation Receiving and Responsible for Reviewing Reports
Wild Capital	Responsible Body

Provide details of when the monitoring surveys and reports will be undertaken and submitted. You can extend the table and adjust according to your required schedule.

Project Year	Month Report to be Submitted	Management Plan to be reviewed	Comments
Establishment	Years 1-4	Yearly site walkover with progress report. Reports will be submitted to the Responsible Body during the establishment phase by January of the following year with updates to the management plan made as necessary.	Establishment
Post-establishment management	Year 5	2029	Post-establishment management
Post-establishment management	Year 10	2034	Post-establishment management
Long-term management	Year 15	2039	Long-term management

Long-term management	Year 20	2044	Long-term management
Long-term management	Year 25	2049	Long-term management
Final Report	Year 30	2054	Final Report

Adaptive Management

Summary of Adaptive Management Approaches (MS-B02)

Adaptive management is a systematic approach to natural resource management that involves monitoring and evaluating the effectiveness of management actions then adjusting as necessary to improve outcomes over time. It is an iterative process in which management actions are followed by targeted monitoring outcomes. These, in turn, inform the ongoing management.

Monitoring results inform necessary management changes to promote achieving BNG targets stated in the statutory biodiversity metric and HMMP. The monitoring can pick up any unexpected, external influences. Some examples are dealing with a new plant disease, an invasive species that is thriving due to climate change, or changes to site access due to site flooding.

To ensure its effectiveness, this HMMP document will undergo regular updates and reviews every 5 years. The monitoring reports will provide feedback on the implementation of the proposals, and any necessary changes will be made accordingly. Furthermore, the plan will identify and address any previously unknown risks that may arise.

It is important to note that any significant changes to management prescriptions that could alter the expected outcomes will be discussed and agreed upon with the relevant authority before implementation.

APPENDIX 4
BIODIVERSITY METRIC

Biodiversity Metric

Ref	Existing area habitats				Distinctiveness	Condition	Strategic significance	Required Action to Meet Trading Rules	Spatial risk multiplier	Ecological baseline						
	Broad habitat	Habitat type	Irreplaceable habitat	Area (hectares)							Spatial risk category	Total habitat units	Area retained	Area enhanced	Baseline units retained	Baseline units enhanced
1	Cropland	Cereal crops	No	4.04	Low	Condition Assessment N/A	Formally identified in local strategy	Same distinctiveness or better habitat required ≥	This metric is being used by an off-site provider	9.29	0	0	0.00	0.00	4.04	9.29
2	Woodland and forest	Other woodland; mixed	No	2.08	Medium	Moderate	Formally identified in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	19.14	0	2.08	0.00	19.14	0.00	0.00
3	Woodland and forest	Other woodland; mixed	No	0.11	Medium	Poor	Formally identified in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	0.51	0.11	0	0.51	0.00	0.00	0.00
4																
5																
				Total habitat area	6.23					28.93	0.11	2.08	0.51	19.14	4.04	9.29

Figure 3. Biodiversity Metric Area Baseline

Ref	Post intervention habitats										Habitat units delivered
	Broad Habitat	Proposed habitat	Area (hectares)	Distinctiveness	Condition	Strategic significance	Temporal risk multiplier		Difficulty risk	Spatial risk multiplier	
						Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of creation	Spatial risk category	
1											
2	Heathland and shrub	Mixed scrub	3.04	Medium	Good	Formally identified in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	29.38
3	Grassland	Other neutral grassland	1	Medium	Good	Formally identified in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	9.66
4											
5											
6											
7											
8											
			Total habitat area	4.04							39.04

Figure 4. Biodiversity Metric Area Creation

Baseline ref	Post intervention habitats														Habitat units delivered
	Baseline habitats		Proposed Habitat (Broad habitat pre-populated but can be overridden)		Change in distinctiveness and condition			Strategic significance		Temporal multiplier		Difficulty multipliers		Spatial risk multiplier	
	Baseline habitat	Proposed Broad Habitat	Proposed Habitat	Distinctiveness change	Condition change	Area (hectares)	Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Difficulty	Spatial risk category		
2	Woodland and forest - Other woodland; mixed	Woodland and forest	Other woodland; mixed	Medium - Medium	Moderate - Good	2.08	Medium	Good	Formally identified in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider		25.84
						Total habitat area	2.08								25.84

Figure 5. Biodiversity Metric Area Enhancement

Existing hedgerow habitats		Distinctiveness	Condition	Strategic significance	Required Action to Meet Trading Rules	Spatial risk multiplier	Ecological baseline								
Ref	Hedge number	Habitat type	Length (km)	Distinctiveness	Condition	Strategic significance	Required Action to Meet Trading Rules	Spatial risk category	Total hedgerow units	Length retained	Length enhanced	Units retained	Units enhanced	Length lost	Units lost
1	H1	Non-native and ornamental hedgerow	0.27	V.Low	Poor	Formally identified in local strategy	Same distinctiveness band or better	This metric is being used by an off-site provider	0.31	0.27		0.3105	0	0.00	0.00
2	H2	Native hedgerow with trees - associated with bank or ditch	0.24	High	Poor	Formally identified in local strategy	Like for like or better	This metric is being used by an off-site provider	1.66		0.24	0	1.656	0.00	0.00
3	H3	Native hedgerow	0.12	Low	Moderate	Formally identified in local strategy	Same distinctiveness band or better	This metric is being used by an off-site provider	0.55		0.12	0	0.552	0.00	0.00
4															
5															
6															
			0.63						2.52	0.27	0.36	0.31	2.21	0.00	0.00

Figure 6. Biodiversity Metric Hedgerow Baseline

Baseline habitats		Post intervention habitats											Hedge units delivered
Baseline ref	Baseline habitat	Proposed habitat	Change in distinctiveness and condition		Length (km)	Distinctiveness	Condition	Strategic significance	Temporal multiplier		Difficulty risk multiplier	Spatial risk multiplier	
			Distinctiveness movement	Condition movement		Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of enhancement	Spatial risk category	
2	Native hedgerow with trees - associated with bank or ditch	Native hedgerow with trees - associated with bank or ditch	High - High	Poor - Moderate	0.24	High	Moderate	Formally identified in local strategy	Standard time to target condition applied	6	Low	This metric is being used by an off-site provider	2.99
3	Native hedgerow	Species-rich native hedgerow with trees	Low - High	Lower Distinctiveness Habitat - Good	0.12	High	Good	Formally identified in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	1.90
					0.36								4.90

Figure 7. Biodiversity Metric Hedgerow Enhancement

Existing watercourse type		Distinctiveness	Condition	Strategic significance	Watercourse encroachment	Riparian encroachment	Required Action to Meet Trading Rules	Spatial risk multiplier	Ecological baseline							
Ref	Watercourse type	Length (km)	Distinctiveness	Condition	Strategic significance	Extent of encroachment	Extent of encroachment for both banks	Required Action to Meet Trading Rules	Spatial risk category	Total watercourse units	Length retained	Length enhanced	Units retained	Units enhanced	Length lost	Units lost
1	Ditches	0.25	Medium	Poor	Formally identified in local strategy	No Encroachment	No Encroachment/ No Encroachment	Same habitat required =	This metric is being used by an off-site provider	1.15		0.25	0.00	1.15	0.00	0.00
2																
3																
4																
5																
		0.25								1.15	0.00	0.25	0.00	1.15	0.00	0.00

Figure 8. Biodiversity Metric Watercourse Baseline

Baseline habitats		Post intervention habitats											Watercourse units delivered		
Baseline ref	Baseline habitat	Proposed habitat	Change in distinctiveness and condition		Length (km)	Habitat distinctiveness	Habitat condition	Strategic significance	Temporal multiplier		Difficulty multipliers	Watercourse encroachment		Riparian encroachment	Spatial risk multiplier
			Distinctiveness movement	Condition movement		Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of enhancement	Extent of encroachment	Extent of encroachment for both banks	Spatial risk category	
1	Ditches	Ditches	Medium - Medium	Poor - Moderate	0.25	Medium	Moderate	Formally identified in local strategy	Standard time to target condition applied	4	Low	No Encroachment	No Encroachment/ No Encroachment	This metric is being used by an off-site provider	2.15
					0.25										2.15

Figure 9. Biodiversity Metric Watercourse Enhancement

APPENDIX 5
ALLOCATION NOTICE

Dated:

ALLOCATION NOTICE

1 DEFINITIONS

1.1 In this Notice the following expressions shall have the meanings indicated:

Allocation Agreement	means the agreement for the allocation of the [Biodiversity Units] [Policy BNG Units] dated [] made between (1) the Landowner and (2) the Buyer
Biodiversity Metric	means the up to date statutory metric calculation attached to this Notice which identifies the Biodiversity Units
[Biodiversity Units	means [] <i>[Drafting Note: This should clearly set out the number, location and type of Biodiversity Units that is to be the subject of the purchase]</i>
Buyer	[] (Company Registration Number []) whose registered address is at []
[Buyer's Development	the development of [] at the Buyer's Land pursuant to a planning permission (ref: []) dated [] a copy which is appended to this Notice]
[Buyer's Land	means land at [] registered at HM Land Registry under title number [] and shown edged red on Plan 2]

Capacity Report	means the report appended to this Notice which indicates the remaining [Biodiversity Units] [Policy BNG Units] in the Parcel
Conservation Covenant	means the conservation covenant dated [] made between (1) the Landowner and (2) the Responsible Body
Landowner	WILD CAPITAL 1 PROPCO 4 Ltd (Co Regn No 15515611) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ
Parcel	means such area of land shown edged red on Plan 1
Parcel Activation Notice	means a notice dated [] by which the Responsible Body validates the Parcel for the allocation of [Biodiversity Units][Policy BNG Units] to developments
Plan 1	means the plan appended to this notice and marked “plan 1”
[Plan 2]	[means the plan appended to this notice and marked “plan 2”]
Policy BNG Units	means [] <i>[Drafting Note: This should clearly set out the number, location and type of Policy BNG Units that is to be the subject of the purchase]</i>
Policy Metric	means the DEFRA Metric 2.0 (ref. BG24.217 Biodiversity Metric 2.0 Calculation Tool Beta Test) attached to this Notice which identifies the Policy BNG Units
Responsible Body	HARRY FERGUSON HOLDINGS LIMITED (Co Regn No 01573192) whose registered address is at Kings Manor Farm, Copse Lane, Freshwater, Isle Of Wight, PO40 9TL

2 ALLOCATION NOTICE

- 2.1 The Parcel Activation Notice has been served in relation to the Parcel.
- 2.2 In accordance with clause 7.3 of the Conservation Covenant, the Landowner hereby notifies the Responsible Body that on [] the Landowner has allocated the [Biodiversity Units][Policy BNG Units] to the Buyer pursuant to the Allocation Agreement.
- 2.3 [The [Biodiversity Units] [Policy BNG Units] are to be allocated solely for the Buyer's Development.] *[Drafting Note: Only applies if the [Biodiversity Units][Policy BNG Units] are allocated to a Development]*
- 2.4 The Landowner hereby confirms that the [Biodiversity Metric][Policy Metric] for the purposes of the Parcel remains the same as agreed pursuant to the Conservation Covenant.
- 2.5 The Capacity Report annexed to this Notice clearly indicates the remaining [Biodiversity Units] [Policy BNG Units].

Signed on behalf of Landowner

APPENDIX 6

Retention Notice

RETENTION RELEASE NOTICE

Conservation Covenant Agreement dated [] 2024 made between (1) **Wild Capital 1 Propco 4 Ltd** and (2) **Harry Ferguson Holdings Limited** (the “**Agreement**”).

The Landowner and the Responsible Body (as defined in the Agreement) hereby give notice to Irwin Mitchell LLP that the following sums should be withdrawn from the Retention (as defined in the Agreement)

Description	Amount

And paid to Responsible Body’s Solicitors at the following account:

Account Name:

Sort Code:

Account details:

We authorise the withdrawal and payment of the sums referred to above

Signed for and on behalf of the Landowner

Signed for and on behalf of Responsible Body

APPENDIX 7

Parcel Activation Notice

Dated:

PARCEL ACTIVATION NOTICE

1 DEFINITIONS

1.1 In this Notice the following expressions shall have the meanings indicated:

Biodiversity Metric	means the up to date statutory metric calculation attached to this Notice which identifies the Biodiversity Units
Biodiversity Units	means the units of biodiversity value (as identified in the Biodiversity Metric) to be created on the Parcel
Conservation Covenant	means the conservation covenant dated [] made between (1) the Landowner and (2) the Responsible Body
Landowner	WILD CAPITAL 1 PROPCO 4 LTD (Co Regn No 15515611) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ
Parcel	means such area of land shown edged red on the Plan
Plan	means the plan appended to this notice
Policy BNG Units	means the units of biodiversity value (as identified in the Policy Metric) to be created on the Parcel.

Policy Metric	means the DEFRA Metric 2.0 (ref. BG24.217 Biodiversity Metric 2.0 Calculation Tool Beta Test) attached to this Notice which identifies the Policy BNG Units
Responsible Body	HARRY FERGUSON HOLDINGS LIMITED (Co Regn No 01573192) whose registered address is at Kings Manor Farm, Copse Lane, Freshwater, Isle Of Wight, PO40 9TL
Works Plan	means the works plan appended to this Notice, which identifies the budget for carrying out the creation, enhancement and management of the habitat within the Parcel

2 PARCEL ACTIVATION NOTICE

- 2.1 In accordance with clause 7.1 of the Conservation Covenant, the Landowner hereby notifies the Responsible Body that the Landowner requires the activation of the Parcel.
- 2.2 The Parcel allows for the potential delivery of [[] Biodiversity Units][[] Policy BNG Units].
- 2.3 The Parcel is [] hectares.
- 2.4 The Works Plan has been updated where required in relation to this Parcel and is appended to this Notice.
- [2.5 All other activated parcels are shown edged blue on the Plan.]

Signed on behalf of Landowner

Signed on behalf of Responsible Body

APPENDIX 8

Retention Undertaking Letter



Your Ref: David Myers
Our Ref: 32808/20522/05233274-4/43180835-3

Recipient Name
Squire Patton Boggs (UK) LLP
By email only

STRICTLY PRIVATE AND CONFIDENTIAL

Sam Knight
Direct Dial: 01243 813157
sam.knight@irwinmitchell.com

[] 2024

BY EMAIL ONLY: david.myers@squirepb.com

Dear Sirs

LETTER OF UNDERTAKING: RETENTION FOR HABITAT BANK WORKS

1. Definitions

“Bank” means HSBC or such other UK clearing bank as we may nominate for the purposes of holding the Retention from time to time

“Client Account” means our client account with the Bank;

“Conservation Covenant Agreement” means the conservation covenant agreement relating to the Property dated [] made between the Landowner and the Responsible Body;

“Final Long Stop Date” means the date 24 months from and including the date hereof;

“Joint Instruction Notice” means a joint instruction notice signed by the Landowner and the Responsible Body in accordance with paragraph 5 hereof;

“Landowner” means Wild Capital 1 Propco 4 Ltd (Co Regn No 15515611) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ;

“Landowner’s Solicitors” Irwin Mitchell LLP of Thomas Eggar House, Friary Lane, Chichester, PO19 1UF;

“Payment” means payment in a sum as set out and/or apportioned in the Retention Notice;

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📍 Thomas Eggar House, Friary Lane, Chichester, PO19 1UF

“Property” has the same meaning as ascribed to the term in the Conservation Covenant Agreement;

“Receipt” means receipt in cleared funds free from any lien, charge or encumbrance;

“Retention” has the same meaning as ascribed to the term in the Conservation Covenant Agreement;

“Retention Notice” means a notice for payment out of the Retention in the form (mutatis mutandis) set out in the Schedule;

“Responsible Body” means Harry Ferguson Holdings Limited (Co Regn No 01573192) whose registered address is situated at Kings Manor Farm, Copse Lane, Freshwater, Isle of Wight, PO40 9TL;

“Responsible Body’s Solicitors” means Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (FAO. David Myers) or such other firm of solicitors as the Responsible Body may instruct to act on its behalf and notify us of in writing

“Working Day” any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday and **‘Working Days’** shall be construed accordingly.

2. Undertaking

- 2.1. The Landowner and the Responsible Body jointly and severally authorise Irwin Mitchell LLP (**“We” “us”**) to hold the Retention as stakeholders and to release the Retention in accordance with the terms of this letter.
- 2.2. We, Irwin Mitchell LLP, undertake to hold the Retention pursuant to the terms of this letter.
- 2.3. All terms defined in the Conservation Covenant Agreement shall have their same meanings in this letter save only to the extent that such terms are redefined in this letter.

3. Creation of Retention

- 3.1. We will, subject to being instructed on a Sale:
 - 3.1.1. from the date of Receipt hold the Retention and all interest accruing on it (less any amount debited to that account by the Bank in respect of its fees and charges) from and including the date of receipt from the Buyer’s solicitors in the Client Account; and
 - 3.1.2. transfer or otherwise deal with the Retention only as expressly provided herein or in such other manner as the Landowner and the Responsible Body may from time to time jointly instruct us in accordance with paragraph 5.
- 3.2. The Landowner and the Responsible Body confirm that this letter is the "Retention Undertaking Letter" as required pursuant to the Conservation Covenant Agreement.
- 3.3. The Landowner shall procure that the Landowner’s Solicitors transfer the Retention from the completion funds of a Sale to the Retention Account on the date of completion to be held on the terms hereof.

- 3.4. We shall not be required to receive any monies nor apply the same to the Retention unless they are transferred to us by the Buyer's solicitors, being a firm of solicitors authorised and regulated by the Solicitors Regulation Authority.

4. Release of Retention

- 4.1. We will release the Payment to the Responsible Body's Solicitors on receipt of a Retention Notice and it is hereby agreed and acknowledged that:
- 4.1.1. We are entitled to rely without enquiry on any Retention Notice which appears on its face to be signed on behalf of the Landowner and the Responsible Body;
 - 4.1.2. We are not required to enquire as to whether any sums to which the Payment relates are properly payable pursuant to the Conservation Covenant Agreement;
 - 4.1.3. We may discharge any instruction to make the Payment by instructing the Bank to make such Payment and we shall not be liable for any delay or failure on the part of the Bank in executing any such instruction or for any loss or banking failure (including, without limitation, by way of collapse or insolvency of the Bank) incurred by any party;
 - 4.1.4. In making any Payment, we may withhold or deduct any sum which we are obliged by law to so withhold or deduct (whether in respect of any liability to taxation or otherwise, including penalties and interest relating to taxation) and may account to any relevant tax authority for any withholding in respect of taxation on interest earned on the Retention;
 - 4.1.5. The Landowner and the Responsible Body authorise us to pay out of the Retention any telegraphic bank charges, bank charges, taxation and other liabilities referable to the operation of the Retention or its release;
 - 4.1.6. We shall have no obligation or be liable to make any Payment from the Retention to the extent that such Payment would result in the amount of the Retention falling below £0.

5. Joint Instruction Notice

- 5.1. The Landowner and the Responsible Body may serve a Joint Instruction Notice on us at any time revoking our appointment to hold the Retention and instructing us to transfer monies from the Retention either:
- 5.1.1. to the Landowner and the Responsible Body in the proportions specified in a Joint Instruction Notice provided that the proportions to be transferred to the Landowner and the Responsible Body shall be transferred to the Landowner's nominated account and the client account of the Responsible Body's Solicitors; or
 - 5.1.2. to such other firm of solicitors as the Landowner and the Responsible Body may jointly nominate to hold the Retention in place of us as specified in a Joint Instruction Notice; or
 - 5.1.3. to an Escrow Account.

- 5.2. Following receipt of a Joint Instruction Notice, we will transfer the monies from the Retention in accordance with the instructions specified in the Joint Instruction Notice
- 5.3. Following receipt of the Joint Instruction Notice in respect of the Retention and the payment by this firm in accordance with the instructions in the Joint Instruction Notice we shall be fully and finally released from our undertaking and all obligations under the terms of this letter.
- 5.4. For the avoidance of doubt, a Joint Instruction Notice shall not be valid if it purports to instruct us to transfer the Retention, or any part thereof, to any party not specified in paragraph 5.1.
- 5.5. We are entitled to rely without enquiry on a Joint Instruction Notice which appears on its face to be signed by or on behalf of the Landowner and the Responsible Body.
- 5.6. Once served a Joint Instruction Notice shall be irrevocable.

6. Long Stop

- 6.1. If by the Final Long Stop Date there remains any part of the Retention in the Client Account (and a valid Retention Notice has not been received by us), we may serve written notice on the Landowner and the Responsible Body confirming that we require the Landowner and the Responsible Body to promptly make alternative arrangements for the holding of the Retention.
- 6.2. Upon receipt of a notice served pursuant to paragraph 6.1, the Landowner and the Responsible Body shall endeavour promptly to make alternative arrangements for the holding of the Retention and serve a Joint Instruction Notice instructing us to transfer the balance of the Retention in accordance with paragraph 6.1.
- 6.3. Until such time as we receive a Joint Instruction Notice pursuant to paragraph 6.2, we shall continue to hold the balance of the Retention together with all accrued interest in accordance with the terms of this letter.

7. Interest on the Retention

- 7.1. We shall not be required to secure any particular rate of interest in respect of the Retention and shall not be liable to any party by virtue of any claim that the rate of interest earned on the Retention was less than may have been obtained by holding the Retention in any other account.
- 7.2. For the purposes of this agreement, any notice or determination given by the Bank of the amount of interest paid on the Retention shall (save in the case of fraud or manifest error) be conclusive and final and binding on the parties for all purposes.
- 7.3. All interest that accrues on the Retention will accrue to the party to whom the Retention is made pro rate in respect of any split of the Retention.

8. No Assignment

No person may assign or otherwise dispose of any rights under this letter, at law or in equity, including by way of declaration of trust. Any purported assignment in breach of this clause shall be void and shall confer no rights on the purported assignee.

9. Third Party Rights

A person who is not a party to this letter shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this letter. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Notices

- 10.1. Any notices or other communication given under this letter must be in writing and served:
- 10.1.1. by hand delivery to the recipient; or
 - 10.1.2. by first class post addressed to the relevant party's address as specified in the Conservation Covenant Agreement, or such other address as a party may have last notified to the others in writing; or
- 10.2. Any notice given pursuant to paragraph 10.1 is deemed to have been served:
- 10.2.1. if delivered by hand, at the time of delivery;
 - 10.2.2. if sent by post, two clear Working Days after the date of posting; and
- 10.3. For the purpose of paragraph 10.2, business hours means between 9.00 a.m. and 5.30 p.m. on a Working Day.
- 10.4. Any notice given under this agreement is not validly served if sent by email.

11. Variations

No variations of this agreement are effective unless made in writing signed by all parties or their authorised agents.

12. Counterparts

This agreement may be executed in any number of counterparts, but will not take effect until each party has executed at least one counterpart. Each counterpart will constitute an original, but all the counterparts together will constitute a single agreement.

13. Governing law

This agreement and any dispute or claim arising out of, or in connection with it (including a non-contractual dispute or claim) is to be governed by and construed in accordance with English law.

This undertaking is given to Squire Patton Boggs (UK) LLP by the sender on behalf of Irwin Mitchell LLP and not in any personal capacity. Irwin Mitchell LLP is bound by this undertaking. No one else is liable in connection with it.

14. Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement.

Yours faithfully

IRWIN MITCHELL LLP

Signed for and on behalf of the Landowner in order to provide the authority referred to at paragraph 2.1 above:

.....
Landowner

Signed for and on behalf of the Responsible Body by its authorised signatory in order to provide the authority referred to at paragraph 2.1 above:

.....
Harry Ferguson Holdings Limited

SCHEDULE 1

RETENTION RELEASE NOTICE

Conservation Covenant Agreement dated [] 2024 made between (1) **Wild Capital 1 Propco 4 Ltd** (2) **Harry Ferguson Holdings Limited** (the "**Agreement**").

The Landowner and the Responsible Body (as defined in the Agreement) hereby give notice to Irwin Mitchell LLP that the following sums should be withdrawn from the Retention (as defined in the Agreement)

Description	Amount

And paid to Responsible Body at the following account:

Account Name:

Sort Code:

Account details:

We authorise the withdrawal and payment of the sums referred to above

Signed for and on behalf of the Landowner

Signed for and on behalf of Responsible Body

APPENDIX 9

Policy Metric

Policy Metric

Baseline ref	Habitats and areas			Habitat distinctiveness	Habitat condition	Ecological connectivity	Strategic significance	Suggested action to address habitat losses	Ecological baseline	Retention category biodiversity value							
	Broad habitat	Habitat type	Area (hectares)	Distinctiveness	Condition	Ecological connectivity	Strategic significance		Total habitat units	Area retained	Area enhanced	Area succession	Baseline units retained	Baseline units enhanced	Baseline units succession	Area lost	Units lost
1	Cropland	Cropland - Cereal crops	3.105	Low	N/A - Agricultural	Low	Within area formally identified in local strategy	Same distinctiveness or better habitat required	7.14	0	0	0	0	0.00	0.00	3.11	7.14
2																	
3																	
4																	
5																	
		Total site area ha	3.11					Total Site baseline	7.14	0.00	0.00	0.00	0.00	0.00	0.00	3.11	7.14

Figure 1. Policy Metric Area Baseline

Post development/ post intervention habitats										Spatial risk multiplier		Habitat units delivered
Proposed habitat	Area ha	Distinctiveness	Condition	Ecological	Strategic significance	Temporal	Difficulty	Spatial risk multiplier		Habitat units delivered		
				Ecological connectivity	Strategic significance	Time to target condition/years	Difficulty of creation category	Spatial risk category				
Heathland and shrub - Mixed scrub	3.105	Medium	Good	High	Within area formally identified in local strategy	7	Low	Compensation inside LPA or NCA, or deemed to be sufficiently local, to site of biodiversity loss		38.40		
Totals	3.11									38.40		

Figure 2. Policy Metric Area Creation