

Dated 23 August 2024

Conservation Covenant

pursuant to section 117 of the Environment Act 2021

relating to land at Land to the North Side of Red Road, Minting (EL03)

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

Appendix 3 Habitat Management and Monitoring Plan	33
--	-----------

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

BNG Capacity	the total Biodiversity Units resulting from the implementation of the Habitat Management and Monitoring Plan on the Gain Site.
BNG Regs	the Biodiversity Gain Site Register Regulations 2024.
Bond	any of the following (alone or in combination): (a) a standby letter of credit (or equivalent or replacement form of security or guarantee); (b) a bond, in either case from an Acceptable Surety in favour of the Responsible Body for the Bond Sum for the Covenant Period or until termination of this Conservation Covenant.
Bond Sum	the sum of [REDACTED] decreasing each year in accordance with Schedule 1 as the relevant Gain Site Monitoring Contributions are paid and actions required under the Habitat Management and Monitoring Plan are delivered.
CIEEM	the Chartered Institute of Ecology and Environmental Management.
Commencement Date	the date upon which the Habitat Creation and Enhancement Works have commenced.
Conservation Purpose	the use of the Gain Site for a qualifying purpose of a qualifying kind in accordance with section 117 of the Environment Act 2021, which has a conservation purpose and is intended by the parties to be for the public good.
Covenant Period	the 30 (thirty) year period commencing on the Habitat Creation and Enhancement Works Completion Date.
Deed of Release	a deed of release substantially in the form contained in Appendix 2.
Default Interest Rate	8% (eight percent) over the Bank of England Base Rate from time to time.
Dispute	has the meaning set out in clause 9.1.
Expected Minimum Metric Biodiversity Value	the projected minimum value of the Gain Site (in Biodiversity Units) calculated by comparing the Baseline Condition of the Gain Site with the projected type size and condition of each habitat on the Gain Site at the end of the Covenant Period as a result of the Habitat Creation and Enhancement Works, the Habitat Maintenance Works and the Habitat Monitoring Works as detailed in the Habitat Management and Monitoring Plan.
Expert	an independent and professionally qualified expert with not less than ten (10) years relevant experience in the field of the matter in dispute who has been appointed pursuant to

**Habitat
Maintenance
Works**

the management and maintenance works at the Gain Site to manage and maintain at least to the Expected Minimum Metric Biodiversity Value as detailed in the Habitat Management and Monitoring Plan.

**Habitat
Management and
Monitoring Plan**

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

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

**Habitat Monitoring
Works**

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

- incompatible with the Biodiversity Net Gain or any existing Allocation; or
- (f) such other event as may be agreed between the Parties as constituting a Variation Event.

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

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

Days of completion of the Deed of Release seek to secure the release of this Conservation Covenant from its registration as a local land charge from the Land Registry.

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

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

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

5 Miscellaneous Provisions

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

6 Transitional Period

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

10 Expert Determination

- 10.1 If at any time the Responsible Body acting reasonably notifies the Gain Site Operator in writing that it believes that a Fundamental Breach has arisen and the Fundamental Breach has not been remedied as per clause 9 then the Gain Site Operator may be required to pay to the Responsible Body within thirty (30) Working Days of the date of such notification a sum which the Responsible Body estimates to be reasonably necessary to make good the Fundamental Breach subject to clause 10.2.
- 10.2 This is unless the Gain Site Operator disputes the sum proposed by the Responsible Body in which case this dispute shall be determined in accordance with clause 10.3 of this Agreement and payment shall then be made in accordance with the determination of the dispute and within thirty (30) Working Days of such determination.
- 10.3 In the event of:
- 10.3.1 a Dispute as to whether or not a Party is, where applicable, performing its obligations, or exercising its rights in this Conservation Covenant; or
 - 10.3.2 any other type of Dispute where the disputing parties agree that Expert dispute resolution is appropriate,
- clauses 10.4 to 10.9.5 shall apply.
- 10.4 If a Dispute to which clause 10.3 applies has not been resolved within twenty (20) Working Days the Parties shall use reasonable endeavours to agree the identity of an Expert and instruct an Expert jointly.
- 10.5 In the event the Parties cannot agree on the identity of an Expert, then after 20 (twenty) Working Days from the date of seeking to agree an Expert either Party may refer the Dispute to an Expert whose decision shall be final and binding on the Disputing Parties in the absence of manifest error and their costs shall be payable by the Disputing Parties in such proportion as the Expert shall determine and failing such determination shall be borne by the Disputing Parties in equal shares.
- 10.6 Any Expert shall be appointed by agreement of the Parties or otherwise by:
- 10.6.1 the President (Vice President) of CIEEM where the matter concerns ecology;
 - 10.6.2 the President (or Deputy) of the Law Society where the matter concerns the construction or meaning of this Conservation Covenant (or related document); and
 - 10.6.3 the President (or Deputy) of the Royal Institute of Chartered Surveyors in all other circumstances
- 10.7 Unless the Expert shall direct to the contrary, not more than twenty (20) Working Days after their appointment the Disputing Parties shall exchange and copy to the Expert written summaries of their cases together with a bundle of key documents relied upon.
- 10.8 The Gain Site Operator shall permit the Expert to visit the Gain Site unaccompanied and the Parties agree that the Expert may call for such written evidence from the Disputing Parties as they may require.
- 10.9 The terms of appointment for the Expert shall include the following terms:

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

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

13.3.1 if delivered by hand, on signature of a delivery receipt **Provided That** if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

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

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

14 **Cancellation of Land Charges Entries**

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

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

15 **Third Party Rights**

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

16 **Jurisdiction**

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

17 **Mortgagees**

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

- 21.4 Except as set out in these clauses, all warranties, conditions and other terms whether express or implied by statute, or common law or otherwise are, to the fullest extent permitted by law, excluded from this Conservation Covenant.
- 21.5 This Conservation Covenant shall not be enforceable against:
- 21.5.1 any statutory undertaker who acquires any part of the Gain Site or interest therein for the exclusive purpose of carrying out their statutory undertaking; or
 - 21.5.2 any person whose only interest in the Gain Site or any part of it is in the nature of the benefit of an easement or covenant, or as the Gain Site Operator of the sub-soil of any highway within the Gain Site.

22 **Assignment**

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

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

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

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

3 Replacement Gain Site Operator

- 3.1 Until the covenants, restrictions and obligations in this Conservation Covenant have been complied with, the Gain Site Operator shall give written notice to the Responsible Body twenty (20) Working Days prior to the proposed date of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Gain Site. Such notice shall contain the following details:
- 3.1.1 the name and address of the person/company/company registration to whom the disposition is to be made;
 - 3.1.2 the nature and extent of the interest disposed of together with a plan identifying the area of Gain Site; and
 - 3.1.3 confirmation that it has undertaken reasonable and diligent enquiries to ascertain whether any conflict of interest could arise with the proposed person taking the conveyance, transfer, lease, assignment, mortgage or other disposition referred to in this paragraph 3.1 and the Responsible Body **Provided That** this obligation shall not apply to a statutory undertaker acquiring an interest in the Gain Site for the purposes of its undertaking.
- 3.2 Until the covenants, restrictions and obligations in this Conservation Covenant have been complied with, the Gain Site Operator shall give written notice to the Responsible Body no longer than ten (10) Working Days after the date of any conveyance, transfer, lease, assignment, mortgage or other disposition is entered into in respect of all or any part of the Gain Site. Such notice shall contain the details set out in paragraphs 3.1.1 to 3.1.3 inclusive.
- 3.3 Upon one or more of the following events occurring:
- 3.3.1 an Insolvency Event;
 - 3.3.2 the forfeiture, surrender or deemed surrender of the Gain Site Operator's lease of the Gain Site; or
 - 3.3.3 the Gain Site Operator ceases trading for any other reason, with the exception of an acquisition or merger of the Gain Site Operator by another company where the new or newly merged company continues to fulfil the obligations contained in this Conservation Covenant,
- the procedure in 3.4 shall apply
- 3.4 Upon an event occurring in 3.3:

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

5 Monitoring Requirements

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

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

7 Allocation

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

7.1.1 any BNG Capacity is first Allocated; and

7.1.2 the BNG Capacity has been fully Allocated.

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

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

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

8 Revisions to the Habitat Management and Monitoring Plan

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

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

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

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

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

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

9 Recalculation of BNG Capacity

In the event that:

Schedule 2 Fees and Payment

1 Monitoring Fees

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

2 Bond Sum

Anniversary of Habitat Creation and Enhancement Works Date	Management Payments (£)	Monitoring Fee (£)	Annual Uplift (£)	Bond Sum (£)	Monitoring and Management Payments Made In Year (£)
0	[REDACTED]				
1					
2					
3					
4					
5					
6					
7					
8					

Schedule 3
Monitoring Plan by the Responsible Body

1 Monitoring by the Responsible Body

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

- 1.1 During years 1, 3, 5, 10, 15, 20, 25, 30 of the Covenant Period and between the months of June to September the Gain Site Operator will provide to the Responsible Body a Monitoring Pack in accordance with paragraph Schedule 15.4; Schedule 15.4
- 1.2 On receipt of the Monitoring Pack by the Responsible Body, the Responsible Body will review the ecological documentation provided in the Monitoring Pack and also attend the Gain Site to carry out an inspection of the site in order to verify the contents of the monitoring pack and ensure the Gain Site Operator's compliance with the Habitat Management and Monitoring Plan as follows:
 - 1.2.1 each visit will involve a walkover survey by either a FISC level 4 botanist or qualified CIEEM member depending on the complexity of the habitat
 - 1.2.2 the site visit will take place within 12 months of receipt of the Monitoring Pack by the Responsible Body to ensure that the visit takes place in the spring or summer in the year of receipt of the Monitoring Pack.
- 1.3 Once the Responsible Body has attended the Gain Site it will review the information and complete the following:
 - 1.3.1 a risk assessment of the Gain Site Operator to include insolvency and credit checks and any other risk assessment it deems necessary;
 - 1.3.2 update of the mapping of the Gain Site in the GIS database;
 - 1.3.3 a legal review of the Habitat Management and Monitoring Plan to decide whether any amendments are necessary;
- 1.4 If the Responsible Body considers that a further site visit or survey is necessary to review whether the Gain Site Operator is complying with this Conservation Covenant and that the Habitat Management and Monitoring Plan is meeting the Expected Minimum Metric Biodiversity Value then the Responsible Body may attend the site for an extra visit at the costs set out in Schedule 2;
- 1.5 If the Responsible Body determines that Habitat Management and Monitoring Plan is not meeting the Expected Minimum Metric Biodiversity Value then Schedule 15.5 Schedule 15.6 shall apply;
- 1.6 Where paragraph Schedule 31.5 does not apply, the Responsible Body shall produce a compliance confirmation report for the Gain Site Operator within eight weeks following inspection (or further inspection as appropriate) and again at the end of the Covenant Period.