

DATED 27<sup>th</sup> February

2024<sup>5</sup>

**EAST CAMBRIDGESHIRE DISTRICT COUNCIL (1)**

**and**

**DUDLEY PROPERTIES LIMITED (2)**

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**PLANNING OBLIGATION BY DEED OF AGREEMENT  
UNDER SECTION 106 OF THE  
TOWN AND COUNTRY PLANNING ACT 1990 (as amended)**

---

relating to land at

Hope Hall Brinkley Road Dullingham Cambridgeshire CB8 9UW

**LEGAL SERVICES**

**EAST CAMBRIDGESHIRE DISTRICT COUNCIL  
THE GRANGE, NUTHOLT LANE, ELY, CAMBRIDGESHIRE CB7 4EE**

Date

27<sup>th</sup> February

2024<sup>5</sup>

**BETWEEN:**

- (1) **EAST CAMBRIDGESHIRE DISTRICT COUNCIL** of The Grange Nutholt Lane Ely Cambridgeshire CB7 4EE ("the Council"); and
- (2) **DUDLEY PROPERTIES LIMITED** (company registration number: 5110376) whose registered address is 167 Turners Hill Cheshunt Hertfordshire EN8 9BH ("the Owner");

together referred to as "the Parties" and the word "Party" shall mean any one of them

**INTRODUCTION**

1. The Council is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Site is situated and by whom the planning obligations contained in schedule 1 to this Deed are enforceable.
2. The Owner is the freehold owner of the Habitat Bank which is registered at the Land Registry under title number CB295324.
3. The Parties have agreed to enter into this Deed in order to secure the provision management and maintenance of the Habitat Bank as a Biodiversity Gain Site as set out in the planning obligations contained in this Deed, having regard to the provision of the Council's respective local plan, the NPPF, the 1990 Act, the 2021 Act and the 2023 Act.
4. The Parties have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010/948) as amended (to the extent relevant to the obligations in this Deed).

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

<b>“1982 Act”</b>	the Local Government (Miscellaneous Provisions) Act 1982
<b>“1990 Act”</b>	the Town and Country Planning Act 1990 (as amended)
<b>“2021 Act”</b>	the Environment Act 2021 (as amended)
<b>“2023 Act”</b>	the Levelling Up and Regeneration Act 2023
<b>“Additional Monitoring Fee”</b>	the sum of eight hundred and forty seven eight pounds (£847) Index Linked payable by the Owner to the Council as a contribution towards the Council’s costs of reviewing a revised or replacement HMMP submitted by the Owner in accordance with paragraph 4.5 of Schedule 1 of this Deed to include reviewing the updated Biodiversity Metric and a site visit
<b>“Allocated”</b>	attributing any BNG Capacity whether in respect of Biodiversity Units or the Habitat Bank by the Owner toward a development’s requirement to deliver biodiversity (and <b>“Allocate”</b> and <b>“Allocation”</b> and <b>“Allocations”</b> shall be construed accordingly)
<b>“Baseline Habitat Types”</b>	baseline habitat types in the Habitat Bank as set out in section PM-T01 of the approved HMMP
<b>“Biodiversity Gain”</b>	an increase or enhancement in biodiversity value (measured using the Biodiversity Metric) that can be dedicated by the Owner to a development of land which requires Biodiversity Net Gain to be secured and delivered off-site in order to achieve the BNG requirements applicable under planning laws
<b>“Biodiversity Gain Site”</b> and <b>“Biodiversity Gain Sites”</b>	land as defined by section 100 of the 2021 Act where works are required for the purpose of habitat enhancement which enhancement is required to be maintained by the Owner for the Monitoring Term
<b>“Biodiversity Gain Site Register”</b>	the statutory Biodiversity Gain Site register created under regulation 3 of The Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations and maintained by Natural England
<b>“Biodiversity”</b>	the statutory biodiversity metric accounting tool published by DEFRA or Natural England from time to time that can be used

<b>Metric</b>	to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of Biodiversity Net Gain and current at the date of this deed is The Statutory Biodiversity Metric (updated 12 February 2024)
<b>“Biodiversity Net Gain” or “BNG”</b>	an increase in Biodiversity Units resulting from implementing the HMMP (as measured in accordance with the Biodiversity Metric) that can be Allocated to the development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the 1990 Act
<b>“Biodiversity Unit” and “Biodiversity Units”</b>	a unit(s) of measurement calculated by the Biodiversity Metric
<b>“BNG Capacity”</b>	the Biodiversity Units offering on the Habitat Bank comprising a minimum of: <ul style="list-style-type: none"> <li>(a) area habitat units - 72.75 units;</li> <li>(b) hedgerow units - 7.08 units; and</li> <li>(c) watercourse - 0 units</li> </ul> as measured by the Biodiversity Metric
<b>“Breach Notice”</b>	a notice which may be served by the Council on the Owner pursuant to paragraph 7 of Schedule 1 of this Deed
<b>“Commencement Notice”</b>	a written notice served by the Owners on the Council pursuant to paragraph 2 of Schedule 1 of this Deed confirming that <ul style="list-style-type: none"> <li>i) the Owner has ceased use of the whole of the Habitat Bank for Baseline Habitat Types that have been agreed shall deliver an improved Target Habitat Type and</li> <li>ii) specifying the date on which the habitat creation and enhancement began</li> </ul>
<b>“DEFRA”</b>	the public body known as the Department for Environment Food and Rural Affairs or any successor body which acts as the Government’s advisor for the natural environment, food or rural affairs in England
<b>“Expert”</b>	has the meaning given in clause 14 of this Deed
<b>“Force Majeure Event”</b>	any circumstance not within a party’s reasonable control that could not have been reasonably anticipated or avoided including without limitation:

	<p>(a) acts of God, flood, drought, earthquake or other natural disaster;</p> <p>(b) epidemic or pandemic;</p> <p>(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</p> <p>(d) nuclear or chemical or biological contamination or sonic boom;</p> <p>(e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;</p> <p>(f) fire, explosion or accident;</p>
<b>“Habitat Bank”</b>	the land comprising [12.635] hectares of land known as land on the east side of Brinkley Road Dullingham and being part of the land registered at Land Registry under title number CB295324 against which this Deed may be enforced as shown edged red on the Habitat Bank Site Plan and which comprises a Biodiversity Gain Site approved by the Council for the provision of 72.75 area habitat and 7.08 hedgerow Biodiversity Units pursuant to HMMP in connection with development in its administrative area
<b>“Habitat Bank Site Plan”</b>	the plan attached to this Deed at Appendix 1
<b>“Habitat Creation Works”</b>	works of habitat creation and enhancement to be undertaken to the Habitat Bank by the Owner as identified in the Habitat Management and Monitoring Plan to create new habitats and provide additional Biodiversity Units in the Habitat Bank
<b>“Habitat Management and Monitoring Plan” or “HMMP”</b>	the approved document titled ‘Habitat Management and Monitoring Plan’ dated 11 November 2024 appended to this Deed at Appendix 2 as may be amended by agreement of the Owner and the Council from time to time in accordance with Schedule 1 of this Deed which contains, but is not limited to, a written narrative and spatial mapping details for Biodiversity

	Gain on the Habitat Bank and the monitoring and reporting requirements
<b>“Habitat Monitoring Report” and “Habitat Monitoring Reports”</b>	<p>a written report substantially in the form of Natural England/DEFRA’s BNG Habitat Monitoring Report (unless otherwise agreed in writing by the Council) to be provided by the Owner at years two (2) and five (5) and on the anniversary of the date of approval of the HMMP and thereafter every five (5) years on the tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), twenty-fifth (25<sup>th</sup>) and thirtieth (30<sup>th</sup>) anniversaries respectively, which sets out:</p> <ul style="list-style-type: none"> <li>(a) the BNG Capacity and the Remaining BNG Capacity; and</li> <li>(b) the results of a review of the operation and effectiveness of the HMMP since the previous Habitat Monitoring Report; and</li> <li>(c) any remedies or measures that are required to be implemented to meet the requirements of the HMMP that may reasonably affect the management of the Habitat Bank; and</li> <li>(d) the completion of any Habitat Creation Works for any part of the Habitat Bank and the number of additional Biodiversity Units created;</li> <li>(e) any amendment to the Monitoring Term identified within a Remedial Notice or Breach Notice (if applicable)</li> </ul>
<b>“Index”</b>	Consumer Price Index published by the Office of National Statistics (or any successor government body minister or department) or such other index as may be agreed
<b>“Index Linked”</b>	any payment expressed in this Deed which is payable to the Council is to be increased by reference to the Index and as provided in clause 11 and the term “Indexation” shall be construed accordingly
<b>“Interest”</b>	interest at four (4) per cent above the base lending rate of Bank of England from time to time

<p><b>“Modification Notice”</b></p>	<p>a notice given by the Owner to the Council:</p> <ul style="list-style-type: none"> <li>i) identifying land which at the date of the notice: <ul style="list-style-type: none"> <li>(a) forms part of the Habitat Bank;</li> <li>(b) has not been Allocated; and</li> <li>(c) which is proposed to be removed from the Habitat Bank;</li> </ul> </li> <li>ii) signed by all parties liable under Clause 5 of this deed at the date of the notice;</li> <li>iii) including a draft: <ul style="list-style-type: none"> <li>(a) modified HMMP to reflect the area to be removed; and</li> <li>(b) application to amend the Registration so it accurately reflects the consequences of such a modification; and</li> </ul> </li> <li>iv) requesting the Council’s confirmation that the notice is valid</li> </ul>
<p><b>“Monitoring Fee”</b></p>	<p>the sum of five thousand nine hundred and twenty nine pounds (£5,929) payable by the Owner to the Council in accordance with paragraph 3 of Schedule 1 of this Deed as a contribution towards the Council’s costs of reviewing the Habitat Monitoring Reports and monitoring compliance with the Owner’s Obligations under this Deed for the Monitoring Term</p>
<p><b>“Monitoring Term”</b></p>	<p>the statutory period of thirty (30) years for managing and maintaining the habitat enhancement created within the Habitat Bank commencing with service of the Commencement Notice or Phased Completion Notice as amended by the service of a Remedial Notice or Breach Notice (if applicable)</p>
<p><b>“Natural England”</b></p>	<p>the public body known as Natural England or any successor body which acts as the Government’s advisor for the natural environment in England</p>
<p><b>“NPPF”</b></p>	<p>the National Planning Policy Framework (December 2023) or any successor document thereto</p>
<p><b>“Owner’s Obligations”</b></p>	<p>the obligations given to the Council by the Owner as set out in Schedule 1 of this Deed</p>

<b>“Phased Completion Notice”</b>	a written notice served by the Owners on the Council pursuant to paragraph 2 of Schedule 1 of this Deed confirming the completion of the Habitat Creation Works for that phase
<b>“Planning Manager”</b>	the Council’s senior planning officer or any other officer to whom it delegates some or all of their functions under this Deed
<b>“Registration”</b>	the record on the Biodiversity Gain Site Register of the Habitat Bank, the BNG Capacity, the Remaining BNG Capacity and any Allocations
<b>“Remaining BNG Capacity”</b>	the available BNG Capacity on the Biodiversity Gain Site Register which can be Allocated to a development
<b>“Target Habitat Types”</b>	target habitat types in the Habitat Bank as set out in section PM-T01 of the approved HMMP
<b>“Working Days”</b>	any day from Monday to Friday which is not Good Friday, Christmas Day or a public holiday including statutory bank holidays

**2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.4 Wherever more than one person is 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.
- 2.5 Any reference to a statute shall include any modification extension or re-enactment of that statute 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 statute or deriving validity from it.
- 2.6 References to any party to this deed shall include the successors in title to that party the personal representatives of that party and any party deriving title



through or under that party and in the case of the Council the successors to its respective statutory functions.

- 2.7 Unless stated to the contrary, reference to the “**Owner**” shall include its respective successors in title and assigns and reference to the “**Council**” shall include its successors in statutory functions.
- 2.8 Where this deed requires a plan or strategy or other document to be submitted to the Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.9 The headings are for reference only and shall not affect construction.
- 2.10 Any obligation, covenant, undertaking or agreement by the Owner not to do any act or thing shall be deemed to include an obligation, covenant, undertaking or agreement not to permit, procure or allow the doing of that act or thing.

### **3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act; Part 6 of the 2021 Act; section 111 of the Local Government Act 1972; section 33 of the 1982 Act; section 1 of the Localism Act 2011 and all other enabling powers and has been entered into by the Council pursuant to those powers with the intent that the covenants and obligations shall hereafter run with the land pursuant to section 106 of the 1990 Act.
- 3.2 To the extent that they fall within the terms of section 106 of the 1990 Act, obligations covenants restrictions and undertakings on the part of the Owner in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and subject to clauses 7.6 and 7.8, are entered into with the intent that they are enforceable by the Council not only against the Owner but against any successors in title or assigns of the Owner as if that person had been the original covenanting party in respect of the interest for the time being held by it.
- 3.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers referred to in clause 3.1 of this Deed.
- 3.4 The planning obligations created by this Deed bind the Owner and its successors in title and assigns of each and every part of the Habitat Bank for the Monitoring Period.

### **4. CONDITIONALITY**

- 4.1 This Deed shall come into effect upon the date at the head of this Deed.

## **5. THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council to observe and perform or cause to be observed or performed the Owner's Obligations contained in this Deed at the time and in the manner provided therein and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 5.2 The Owner shall indemnify the Council for any reasonable expenses or liability necessarily incurred as a result of a breach by the Owner of the Owner's Obligations and failure to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.

## **6. THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owner that it will observe and perform or cause to be observed or performed the obligations on the part of the Council as set out in Schedule 2 of this Deed at the times and in the manner provided therein and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 6.2 Nothing in this Deed shall fetter the statutory rights, powers or duties of the Council as a local planning authority in the discharge of any statutory function (as the case may be).

## **7. MISCELLANEOUS**

- 7.1 The Owner agrees declares and covenants to pay to the Council immediately prior to completion of this Deed, the legal costs of the Council reasonably incurred in the negotiation, preparation and execution of this Deed limited to a maximum of £1,274 and the Monitoring Fee.
- 7.2 Without prejudice to clause 2.7 of this Deed, this Deed is not intended (nor does it) enable any person who is not named in this Deed to have any rights to enforce any terms of this Deed under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registered as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent, expression of satisfaction or a subsequent Deed is required or sought by the Owner from the Council under the terms of this Deed such agreement, approval, consent, expression of satisfaction or subsequent Deed shall not be unreasonably withheld or delayed and (if given) any such agreement, consent, approval or expression of

satisfaction shall be given in writing (and shall be of no effect unless given in writing).

- 7.5 Insofar as any clause or clauses or other provision of this Deed 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 Deed.
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Habitat Bank (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest provided that the notice required by clause 16 has been given and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.
- 7.7 The Council will upon written request of the Owner at any time after the obligations of the Owner under this Deed cease to be relevant issue written confirmation of the same and request cancellation of all related entries in the register of local land charges.
- 7.8 The obligations contained in this Deed shall not be binding upon nor enforceable against any statutory undertaker or other utility supplier who acquires any part of the Habitat Bank or interest therein for the purposes of the supply of electricity gas water drainage or telecommunication services PROVIDED THAT if a statutory undertaker or other utility supplier acquires any part of the Habitat Bank for such purposes and the Owner is paid compensation for the loss of any Biodiversity Unit(s) on the so acquired part of the Habitat Bank the Parties agree that the Council shall be entitled within three (3) months of such acquisition to the provision by the Owner of replacement Biodiversity Unit(s) on the Habitat Bank to the equivalent value of the compensation paid for the loss of any Biodiversity Unit(s) (or if this is not practicable on land in the Council's administrative area, the precise location of which is to be agreed in writing by the Council)
- 7.9 Any monies held by the Council under the provisions of this Deed shall in any event become the absolute property of the Council and shall not be subject to return by the Council to the payer in the event that the Owner or such other person becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it or an administrative receiver or a receiver and manager is appointed in respect of the Habitat Bank or any part of

the same or any other property or the Owner shall enter into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed.

**8. WARRANTIES**

8.1 The Owner hereby warrants and covenants that the title details referred to in recital 2 are complete and accurate in every respect as at the date hereof. Further the Owner warrants that at the date hereof they know of no other persons with a legal or equitable interest in the Habitat Bank that they have not disclosed to the Council for the purposes of section 106 of the 1990 Act.

**9. WAIVER**

9.1 No waiver (whether expressed or implied) by any Party to this Deed of any breach or default in performing or observing any of the provisions of this Deed by any other Party shall constitute a continuing waiver and no such waiver shall prevent the Party granting it (or implied to have done so) from enforcing any of the relevant provisions or from acting upon any subsequent breach or default.

**10. CHANGE OF OWNERSHIP**

10.1 The Owner covenants with the Council to give the Council written notice within ten (10) Working Days of any of the following events which relate to the Habitat Bank, namely (a) conveyance (b) transfer (c) lease (d) assignment (e) mortgage or other disposition entered into in respect of all or any part of the Habitat Bank.

**11. INDEXATION**

11.1 The Additional Monitoring Fee payable under this Deed shall be Index Linked from the date hereof until the date on which such sum is paid in full to the Council and any such payment shall be treated as part of the relevant contribution.

**12. INTEREST**

12.1 If any of the Monitoring Fee or the Additional Monitoring Fee payable under this Deed is not paid by the Owner to the Council for a period exceeding five (5) Working Days from the due date the Owner shall pay on demand to the Council Interest on any outstanding portion of the principal sum thereon from the due

date of payment until the actual payment and any such payment and any such Interest shall be treated as part of the relevant contribution.

**13. VAT**

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

**14. DISPUTE RESOLUTION**

14.1 Save as provided in this Deed the Parties will attempt in good faith to resolve any dispute, claim or proceeding arising out of or relating to this Deed promptly initially through negotiations between the respective senior executives of the Parties who have authority to settle the same and thereafter as provided in this clause 14.

14.2 If the matter is not resolved through negotiation within twenty (20) Working Days after the date upon which the dispute or breach was first notified in writing by one Party to another then such dispute or different may be referred by any Party giving written notice to the other Parties to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as the “**Expert**” whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares. A person appointed pursuant to this class shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:

14.2.1 Each party to the dispute must submit its first representations to the Expert within twenty (20) Working Days of the person appointed writing to the parties requesting such representations; and

14.2.2 Once the parties to the dispute have received the first representations that each has submitted to the Expert, they shall have a further ten (1) Working Days to submit to the Expert their response to these first representations.

- 14.4 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief; injunction; specific performance; payment of any sum; damages; any other means of enforcing this Deed and consequential and interim orders and relief.
- 14.6 This clause 14 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts and nothing in this Deed shall fetter any Party's rights to bring an action in the courts.
- 14.12 This clause 14 does not apply to any dispute which may arise in relation to any matter which is expressly to be agreed or approved or determined by any Party in its absolute discretion pursuant to this Deed or in relation to any failure or delay by such Party in agreeing or approving or determining such matter in its absolute discretion.

## **15. NOTICES**

- 15.1 Any notices and other communications in relation to this Deed shall be in writing and shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery or prepaid first class letter post (or its equivalent) to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose of giving notice in writing.
- 15.2 The address for any notice or other written communication shall be within England.
- 15.3 A notice or communication shall be served or given:
- 15.3.1 on the Owner at the address set out above and at Hope Hall, Brinkley Road, Dullingham, Newmarket, CB8 9UW or such other address as shall be notified in writing to the Council from time to time and
- 15.3.2 on the Council at the address set out above or other such address as shall be notified in writing to the Parties from time to time and addressed to its Planning Manager.
- 15.4 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer of the Council.

**16. GOVERNING LAW AND JURISDICTION**

(a) This Deed is governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to the non-exclusive jurisdiction of the English and Welsh courts.

**17. DELIVERY**

17.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**18. TERMINATION AND VARIATION**

18.1 This Deed shall terminate on the expiry of the Monitoring Term where the Owner is not in material and continuing breach of their obligations at that date.

18.2 The termination of this Deed under clause 19.1 shall not affect any accrued rights and liabilities or any rights or remedies of the parties for breach, non-observance of non-performance of the obligations under this Deed.

18.3 The Habitat Bank Site Plan shall be modified (and the modified version noted on this Deed by way of memorandum) where the Council agrees (or the Expert determines) that the relevant Modification Notice is valid.

18.4 A Modification Notice may only be served in respect of the Habitat Bank where:

- (a) no Allocations have been made at the date of the notice; or
- (b) at the date of the notice no land which is sought to be removed from the Biodiversity Gain Site; and
- (c) no previous Modification Notices are awaiting confirmation or determination of their validity.

IT BEING AGREED THAT in the event of the Deed being modified pursuant to clause 19.3 above: (i) the Council shall repay to the Owner such pro rata amount of the Monitoring Fee properly owing to the Owner as a result of the reduction in number of the Biodiversity Units from the Habitat Bank; and (ii) the Owner shall no longer be bound to use such Biodiversity Units from the Habitat Bank as have not been Allocated and/or have been deregistered from the Biodiversity Gain Site Register.

IT ALSO BEING AGREED FOR THE AVOIDANCE OF DOUBT THAT in respect of any or all of the Biodiversity Units from the Habitat Bank which have been Allocated, the modification provisions pursuant to clause 19.3 shall not apply

and any and all Allocated Biodiversity Units from the Habitat Bank will remain subject to the terms of this Deed.

18.5 In the event of a variation to the terms of this Deed the Owner and the Council may be agreement make such changes to the Deed (with such changes to be documented in a deed of variation to this Deed) as are reasonably required to take account of the variation.

**19. FORCE MAJEURE**

19.1 Subject to clause 19.3, the Owner shall not be liable for any failure or delay in performing any of its obligations under this Agreement for so long as, and to the extent that:

(a) its performance is prevented, hindered or delayed by a Force Majeure Event;

(b) its performance is prevented, hindered or delayed as a result of a matter beyond the Owner's control; or

(c) the breach occurred as a result of doing, or not doing, something in an emergency in circumstances where it was necessary for that to be done, or not done, in order to prevent loss of life or injury to any person.

19.2 For so long as the Owner's liability in relation to any of its obligations is suspended under clause 19.1, the Council shall not be liable for any failure or delay in performing its corresponding obligations.

19.3 The Owner shall promptly notify the Council in writing of the start of a Force Majeure Event and shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

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



**SCHEDULE 1**  
**THE OWNER'S COVENANTS WITH THE COUNCIL**

The Owner covenants with the Council as follows:

- 1. Natural England Biodiversity Gain Site Register**
  - 1.1 The Owner hereby acknowledges and accepts that the Owner shall not Allocate any BNG Capacity in relation to the Habitat Bank until such time as the Habitat Bank has met the eligibility criteria of Natural England and has been formally recorded on the Natural England Biodiversity Gain Site Register in accordance with Regulation 11 of The Biodiversity Gain Site Register Regulations 2024 and any Remaining BNG Capacity as recorded on the Biodiversity Gain Site Register are sufficient to fulfil any such Allocation and for the avoidance of doubt the Owner may enter into an agreement to Allocate provided that such Allocation occurs after this covenant is satisfied.
  
- 2. Commencement Notice, Phased Completion Notice and Implementation of the Habitat Management and Monitoring Plan**
  - 2.1 To serve the Council with the Commencement Notice prior to the completion of Allocating any Biodiversity Units in relation to the Habitat Bank.
  - 2.2 Following service of the Commencement Notice on the Council pursuant to paragraph 2.1 of Schedule 1 of this Deed, the Owner shall (unless otherwise agreed with the Council in writing):
    - 2.2.1 cease using the Baseline Habitat Types during the Monitoring Term which have been agreed and shall deliver improved Target Habitat Types in the Habitat Bank as set out in the HMMP by the date specified in the Commencement Notice;
    - 2.2.2 implement the HMMP (subject to any revision or replacement that may be agreed in writing pursuant to paragraph 4 of this Schedule 1) and continue to implement the HMMP throughout the Monitoring Term.
  - 2.3 To serve the Council with a Phased Completion Notice upon completion of each phase of the Habitat Creation Works.
  - 2.4 Following service of a Phased Completion Notice on the Council pursuant to paragraph 2.3 of Schedule 1 of this Deed, the Owner shall (unless otherwise agreed with the Council in writing):

2.4.1 not Allocate any part of the Habitat Bank as Biodiversity Units unless and until any Habitat Creation Works for that applicable phase have been inspected and agreed in writing by the Council provided that where the Council has received notice pursuant to paragraph 2.3 of Schedule 1 of this Deed and does not respond substantively within twenty (20) Working Days then the Owner may Allocate any part of the Habitat Bank as Biodiversity Units; and

2.4.2 manage and maintain the habitat created as a result of the Habitat Creation Works for that phase for the Monitoring Term.

**3. Monitoring Fee**

3.1 The Council acknowledges that the Owner has paid to the Council the Monitoring Fee immediately prior to completion of this Deed.

**4. Habitat Management and Monitoring Plan**

4.1 The Owner shall comply at all times with the HMMP and shall be responsible for the delivery management and monitoring of each part of the Habitat Bank in accordance with the HMMP and shall only Allocate Biodiversity Units in relation to the Habitat Bank that are approved by the HMMP.

4.2 The Owner shall provide the Habitat Monitoring Reports to the Council at the intervals stated in clause 1 (unless agreed otherwise) and shall provide to the Council evidence of compliance if requested in writing.

4.3 The Owner shall provide each Habitat Monitoring Report to the Council and if the Council (acting reasonably) is of the view that a Habitat Monitoring Report indicates that the HMMP is not being complied with that impacts the Monitoring Term it shall notify the Owner to that effect setting out its reasons for holding such opinion (a "Remedial Notice") as soon as reasonably practicable after the review and, in any event, within four (4) weeks of receiving the Habitat Monitoring Report.

4.4 Following receipt of a Remedial Notice from the Council pursuant to paragraph 4.3 above, the Owner shall submit to the Council for approval the HMMP remedial measures that are designed to ensure the aims of the HMMP can be met including such further revisions (which may include a revision to the Monitoring Term) as are reasonably required by the Council until such time as the HMMP remedial measures are approved in writing by the Council PROVIDED THAT the Owner shall implement the HMMP remedial measures as soon as reasonably practicable after they have been approved by the Council.

4.5 Without prejudice to the operation of clause 4.2, the Owner may at any time prepare and submit a revised or replacement HMMP to the Council for approval (such approval not to be unreasonably withheld or delayed) in writing including (for the avoidance of doubt) to make provision for:

4.5.1 the use or management of the Habitat Bank in a manner materially consistent with its function as a Biodiversity Gain Site;

4.5.2 to take account of any relevant changes in law or guidance PROVIDED THAT such revised or replacement HMMP shall not prejudice the continued functioning of the Habitat Bank as a Biodiversity Gain Site and/or any existing Allocation

and in the event that a revised or replacement HMMP is submitted by the Owner in accordance with this paragraph 4.5 the Owner shall pay to the Council the Additional Monitoring Fee at the same time as submitting the revised or replacement HMMP for approval by the Council, such approval not to be unreasonably withheld or delayed.

4.6 Where the Council agrees a revised or replacement HMMP under paragraph 4.5 of this Schedule, the Owner shall apply to amend the Registration as soon as reasonably practicable where necessary to reflect the BNG Capacity or Remaining BNG Capacity under the revised or replacement HMMP and shall keep the Council informed of the progress of the application and take all reasonable steps to conclude it (including correcting and re-submitting the application where necessary).

## **5. Encumbrances**

5.1 The Owner shall not:

5.1.1 create or cause or permit any encumbrance to the registered title to the area of the Habitat Bank; or

5.1.2 execute, renew or extend (nor cause or permit the execution, renewal or extension of) any lien, licence or similar interest

that may reasonably affect the management and maintenance of the Habitat Bank in accordance with the HMMP, without the prior written consent of the Council such consent not to be unreasonably withheld or delayed.

## **6. Access**

6.1 To allow access to the Habitat Bank on reasonable written notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the HMMP and this Deed.

**7. Breach Provisions**

7.1 If following a visit to the Habitat Bank and/or following a review of the HMMP, the Council (acting reasonably) gives notice to the Owner that it is not satisfied that the Owner is complying with its obligations under this Deed, then:

7.1.1 the Council may serve the Owner with a Breach Notice setting out

- (a) the Council's reasons why it alleges the Owner is not complying with the Owner's Obligations
- (b) what steps the Council proposes the Owner should take to remedy any breach or non-compliance of the Owner's Obligations and
- (c) the reasonable time period within which any steps specified in the notice shall be taken by the Owner; and
- (d) the impact on the Monitoring Term;

7.1.2 The Owner must notify the Council within twenty (20) Working Days of the service of the Breach Notice whether the Owner accepts or disputes the notice and if it disputes some or all of the terms of the Breach Notice the Owner shall provide the Council with a reasoned response to the Breach Notice within the said twenty (20) Working Days;

7.1.3 If the Owner accepts the Breach Notice, the Owner and the Council must within twenty (20) Working Days of the date of accepting the said notice use reasonable endeavours to agree with each other what steps are required to remedy the breach and, if applicable, any remedial works whereupon once agreed the Owner shall commence and diligently proceed to remedy the breach in accordance with the time period specified in the Breach Notice (or such other period as may be agreed between the Owner and the Council) and, if applicable, complete any remedial works in accordance with the time period specified in the Breach Notice (or such other period as may be agreed between the Owner and the Council);

7.1.4 In the event of a breach resulting in the loss of one or more Biodiversity Units in the Habitat Bank where the lost Biodiversity Units cannot be replaced in the Habitat Bank through remedial works, the Owner shall either secure replacement Biodiversity Units elsewhere within the Council's administrative area or the Owner shall purchase statutory biodiversity credits of an equivalent number, type and level of enhancement to those lost Biodiversity Units;

7.1.5 In the event of either (a) the Owner disputing the Breach Notice or (b) the Owner and the Council being unable to agree what steps are required to

remedy the breach then either the Owner (in the case of (a) above) or the Owner and/or the Council (in the case of (b) above) may request that the matter be referred for determination by the Expert to be appointed pursuant to the mechanism in clause 14 of this Deed;

7.1.6 If the Owner does not use reasonable endeavours to remedy the breach within the stated time period or longer period as agreed with the Council then the Council will be able to pursue all legal remedies (but shall be under no obligation in respect thereof).

**SCHEDULE 2**  
**THE COUNCIL'S COVENANTS WITH THE OWNER**

The Council covenants with the Owner as follows:

1. Not to unreasonably withhold or delay giving its written approval to any revised or replacement HMMP submitted by the Owner to the Council pursuant to Schedule 1 of this Deed.
2. To operate abide by and comply with the arrangements terms conditions and obligations for the purposes set out in this Deed.
3. To give reasonable notice (SAVE in respect of anything which may be regarded by the Council (acting reasonably) as an actual or emerging emergency) to the Owner of its intention to access the Habitat Bank for the purposes of inspection pursuant to paragraphs 2.4, 6 and 7 of Schedule 1 of this Deed or to ascertain compliance with the requirements of any Breach Notice issued under paragraph 7 of this Schedule 1.
4. In relation to the Biodiversity Gain Register to affirm with the Owner that BNG Capacity shall be Allocated by the Owner at the Owner's absolute discretion subject to the provisions of this Deed.
5. Save for the Monitoring Fee (which is designed to be spent over the Monitoring Term) if any sum paid to the Council or any part thereof is not committed for the purposes specified herein ten (10) years after the date of receipt then the Council covenants with the payee to repay to the payee all or any of the remaining balance that remains unspent or not committed together with Interest which has accrued thereon from the date of receipt of payment by the Council to the date of repayment.
6. For the avoidance of doubt, for the purposes of paragraph 4 above any sum (or part thereof) shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require it to expend funds in the future.
7. To use the Monitoring Fee and the Additional Monitoring Fee (as appropriate) for its intended purpose and not for any other purpose.
8. To monitor the implementation and operation of the HMMP by way of periodical physical visits to the Habitat Bank by a suitably qualified ecologist and environmental management professional to inspect the Habitat Bank and to provide as soon as practicable afterwards a written report to the Owner of the findings of the visit at the following intervals:

- 8.1 at year two (2); and at year five (5); and
- 8.2 every five years thereafter.

**APPENDIX 1**  
**HABITAT BANK SITE PLAN**

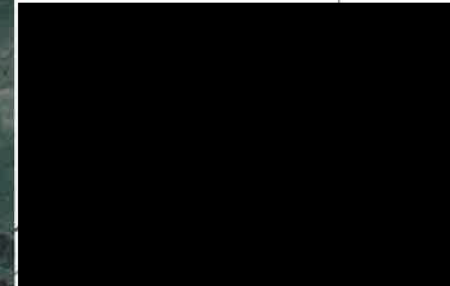


# Hope Hall Stud, Dullingham, Biodiversity Net Gain (BNG) Proposals

North Area site boundary

 Site Boundary

**A** Distance between wall and red line Site boundary - 22.6m



Map Scale @ A3: 1:2,500

Surveyed by: n/a  
Survey date: n/a  
Drawn by: RD  
Checked by: RJH  
Status: Draft



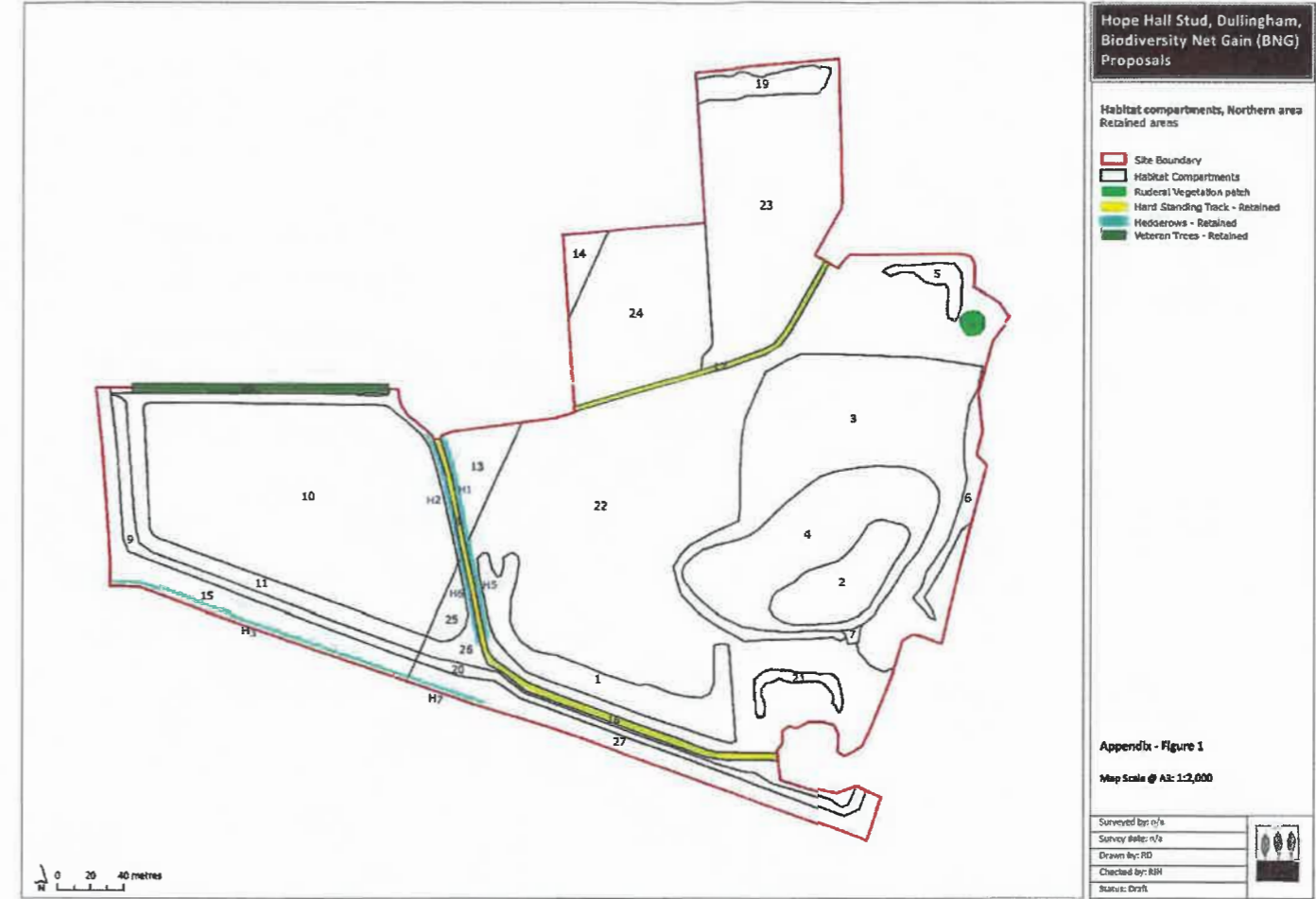
 0 25 50 metres

**APPENDIX 2**

**HABITAT MANAGEMENT AND MONITORING PLAN  
INCLUDING THE HABITAT FEATURES MAPS**

# Habitat Management and Monitoring Plan

<b>Site Name:</b>	Hope Hall Stud, Dullingham (Northern area, including area already subject to enhancement)
<b>Date:</b>	11/11/2024
<b>Version:</b>	1.4



Author:



Client:

Dudley Properties Limited





## Template Document User Guide

Please delete this guidance page upon completion.

### Template User Guide

You can use the Habitat Management and Monitoring Plan Template (HMMPT) for on-site or off-site biodiversity net gain projects. It is suitable for sites of varying sizes and complexity, from small and simple to large and complex. It provides a series of tables, figures and textboxes. Complete these to demonstrate how habitat creation, enhancement and management will be undertaken. Not every box will be relevant to every project. Omit those considered not relevant to your project, applying professional judgement.

### Companion Document

The Companion Document contains templates for each broad habitat type used in the statutory biodiversity metric. It also assists authors in completing the 'Environmental Information', 'Creation, Enhancement and Management' and 'Monitoring' sections. To tailor the plan for your site, insert the relevant standardised forms from the Companion Document into your main HMMPT.

### Site Baseline and Environmental Information

Considering the site's characteristics, choose the relevant baseline site conditions and background environmental information to include in your management plan. This is essential in informing the design of your project and shows the reviewer you have considered these in the proposals for the site. These include the proposed habitat creation and enhancement. Also, what is appropriate to include or exclude, or to point the reviewer to relevant information that has provided elsewhere as part of the application. Use the 'Baseline and Environmental Checklist PB-T01' to record relevant references, or reasons if not included.

### HMMP Checklist (separate document)

This checklist is a summary of the HMMP Template headings. Author and reviewer can scan the list to check which HMMP details to include, or that have been included, in the submitted plan. You can also list and link to relevant supporting documents to accompany the templated details if required. This helps avoid duplication of information. The reviewer can then easily check which information to expect to see in the HMMPT and which to review in an alternative linked document.

### Formatting

The HMMPT format is intended as a guide. The Template uses standard Microsoft Word formatting that has not been locked for editing. You can therefore adjust it to tailor your HMMP as required for the specific site and according to your preferences. For example, you can change text box sizes to reduce blank space in the template.

There are opportunities to provide and reference additional photographs and plans as separate appendices if required. Provide the reference number of the appropriate appendix, or location if included in a separate report, using the appropriate box within the template.

**Text in grey is provided as a prompt. Replace grey text with your own words. Remember to change to black text then delete any remaining grey 'prompt' text.**

**You can delete blue text as this is for guidance purposes only.**

**Each text box in this HMMPT has a unique ID to assist reviewers. Do not change the reference code of any Boxes or Tables.**

### Supporting documents

- [HMMPT Companion Document](#)
- [Statutory Biodiversity Metric tools and guides](#)
- [Biodiversity Net Gain Guidance](#)

### Using the Companion Document

The Companion Document includes additional boxes and tables that must be manually copied into this template using the copy-and-paste function. To streamline the copying and pasting process, you can minimise the heading by selecting the arrow on the left. Once the arrow is selected, when you copy, you will also copy any accompanying boxes or tables.

It is the author's responsibility to decide what additional information is appropriate to include.

Template published by Natural England.

We acknowledge the significant input from the HMMPT user-testers and production on Natural England's behalf by FPCR Environment and Design.

## Contents

<b>1. Project Background</b> .....	<b>3</b>
Summary of Management Plan .....	3
Site Boundary Plan PB-F01.....	4
Site Context Plan PB-F02.....	5
Phasing strategy.....	6
Roles and Responsibilities .....	6
Land Use Summary.....	7
Site Context Photos PB-F03.....	7
Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01 .....	8
Baseline and Environmental Information.....	9
<b>2. Planned Management Activities</b> .....	<b>10</b>
Principles Informed by Design Stage .....	11
Habitat and Condition Targets PM-T01 .....	12
Habitat Retention.....	14
Habitat Retention Plan PM-F01 .....	14
Creation, Enhancement and Management Targets and Prescriptions .....	15
Habitat Creation and Management – Risk Register and Remedial Measures PM-T02 .....	16
<b>3. Monitoring Schedule</b> .....	<b>18</b>
Monitoring Strategy .....	19
Monitoring Methods and Intervals MS-T01.....	20
Monitoring Reports .....	22
Adaptive Management .....	22

## 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
1.0	Draft	R Hutchinson / 04.04.2024	
1.1	Draft	A Dudley / 26.04.24	
1.2	Draft	A Dudley / 21.05.24	
1.3	Draft	A Dudley / 27.09.24	
1.4	Final	A Dudley / 11.11.24	

## Document Details

Provide ownership, copyright and licensing information within this table.

Authorship Details
<p>HM Land registry title number: CB295324</p> <p>Title document attached.</p>



# 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	N/A
BNG Project Name and Address	Hope Hall, Brinkley Road, Dullingham, CB8 9UW
Author Organisation	Rob Hutchinson CIEEM (Principal Ecologist, Applied Ecology Ltd) with input from Angus Dudley
Landowner	Dudley Properties Limited
Land Manager	Angus Dudley
Responsible person/organisation for creating or enhancing the habitat	Angus Dudley
Period covered by this management plan	30 years
Planning authority	East Cambridgeshire
Planning reference (if applicable)	N/A
BNG register reference (if applicable)	N/A
Central OS grid reference	TL 63416 57034
Metric revision/title	Statutory Biodiversity Metric Hope Hall N FINAL
Are any Irreplaceable Habitats present onsite	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>

## Summary of Management Plan

### Habitats to be Retained, Created and Enhanced PB-B02

This HMMP covers 12.635 ha of mostly improved horse paddock grassland. Part of this (2.98ha) has already been improved by the creation of new ponds (pond, non-priority in good condition), wildflower grassland (other neutral grassland in good condition), scrub (willow scrub in good condition) and some tree planting. This enhancement work was completed after January 2020 and is included as part of the BNG habitat banking.

The remainder of the Site (9.655ha) will be used to create new wildflower grassland (other neutral grassland in good and moderate condition) with scattered trees. Areas of existing broadleaved and mixed woodland will be enhanced (from poor to moderate condition) and existing hedgerows will be enhanced, as identified in the metric and maps..

### Timescales for Actions PB-B03

Some ecological improvements covered by this HMMP have already been completed (after January 2020) with the remainder to proceed following BNG agreement, by late Autumn 2024.

### Monitoring Requirements PB-B04

**Woodland, scrub and hedgerow enhancement and creation** – From the start of enhancement or creation monitoring (May-Aug) to be completed in Years 1, 2, 5, 10, 15, 20, 25 and 30.

**Grassland creation** – From establishment monitoring (May-Aug) to be completed in Years 1, 2, 5, 10, 15, 20, 25 and 30.

**Pond creation** – From establishment monitoring (May-Aug) to be completed in Years 1, 2, 5, 10, 15, 20, 25 and 30.

**Tree planting** – From establishment monitoring (May-Aug) to be completed in Years 1, 2, 5, 10, 15, 20, 25 and 30.

### Required Consents and Licences PB-B05

N/A

### Funding PB-B06

Privately funded

### Legal Agreement PB-B07

Section 106 with East Cambridgeshire District Council





Hope Hall Stud, Dullingham,  
Biodiversity Net Gain (BNG)  
Proposals

North Area site boundary

 Site Boundary

**A** Distance between wall and red line Site boundary - 22.6m

Map Scale @ A3: 1:2,500

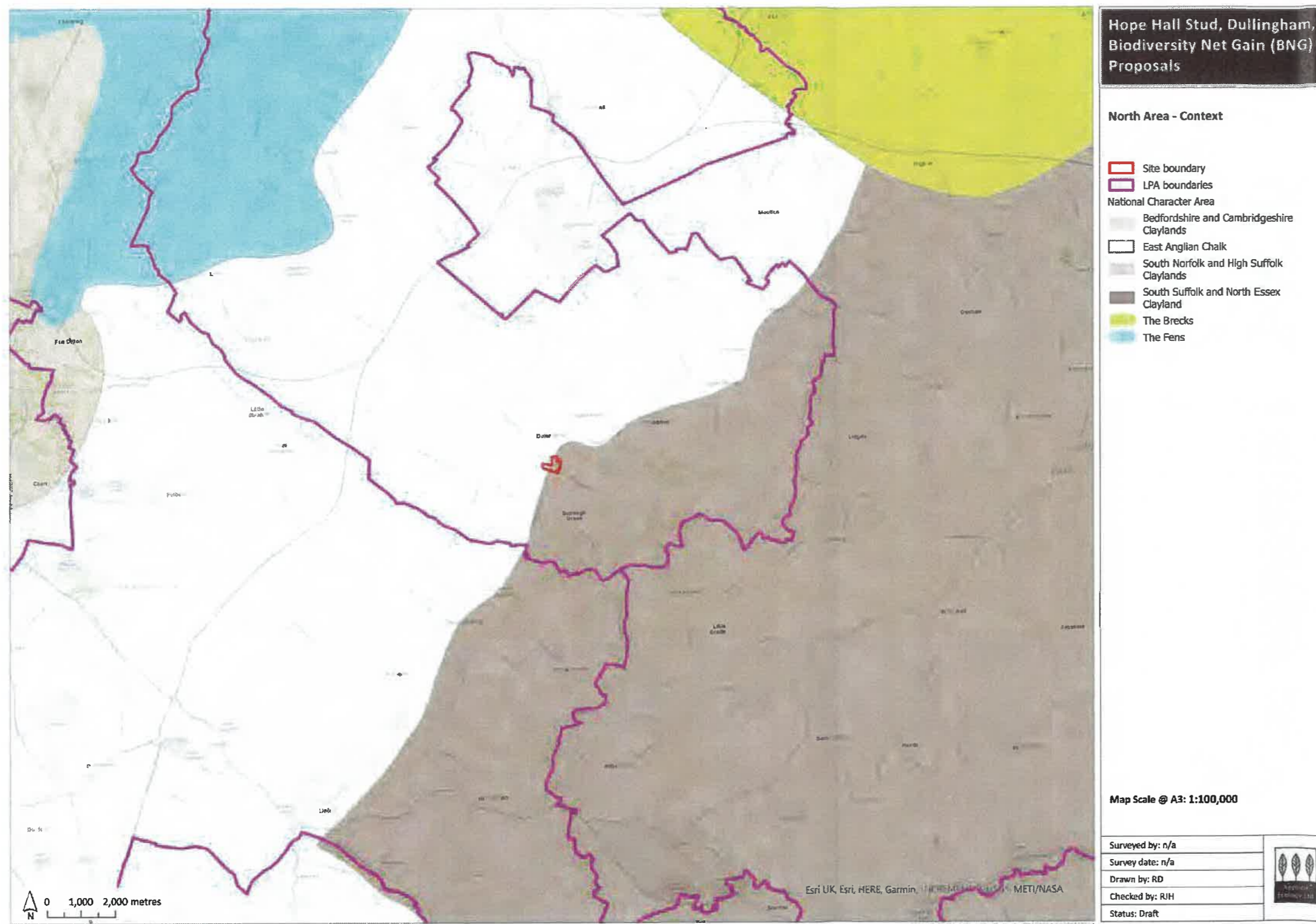
Surveyed by: n/a  
Survey date: n/a  
Drawn by: RD  
Checked by: RUH  
Status: Draft





## Site Context Plan PB-F02

This plan should show the location of the site, including the LPA, boundary, national character area, and any relevant landscape scale policy or guidance information.





## Phasing strategy

Will the proposed work measures be delivered in phases? PB-B08 Yes:  No:

Works on this site were started in September 2020 and the project will be completed by September 2024, and submitted in one single phase.

## 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		Rob Hutchinson		
Organisation		Applied Ecology Ltd		
Responsibility	Start Date:	Jan 2024	End Date:	TBC
AEL has been appointed to undertake baseline habitat and condition assessment survey, to advise on opportunities for new habitat creation and enhancement, undertake BNG calculations, and to prepare HMMP to cover the proposals.				
Statement of Competency				
Rob Hutchinson is a Principal Ecologist at AEL with 22 years full time experience as an ecological consultant. He is a full member of CIEEM, has a BSc (Hons) in Conservation Management, a MSc (distinction) in Botany and holds a FISC Level 5 certificate in Plant ID from the BSBI.				

### Landowner or Land Manager PB-B10

Name or Initials		Angus Dudley		
Organisation		Dudley Properties Limited		
Responsibility	Start Date:	September 2020	End Date:	TBC
Responsibility to remain within Dudley Properties Limited				
Statement of Competency				
Dudley Properties Ltd. will work alongside ecologists to create a cohesive and effective management plan. We have a team of groundsman who have been in the industry for their entire working careers. We will use the HMMP to create a diverse and thriving habitat for years to come.				

### Management Organisation(s) Responsible for Implementing the HMMP PB-B11

Name or Initials		N/A		
Organisation		N/A		
Responsibility	Start Date:	N/A	End Date:	N/A
N/A				
Statement of Competency				
N/A				

### LPA or Responsible Body for Reviewing HMMP PB-B12

Name or Initials		Amy Robinson		
Organisation		East Cambridgeshire District Council		
Responsibility	Start Date:	TBC	End Date:	+30years
The local Planning Authority will review surveys on this land to verify the results. Dudley Properties Ltd will send monitoring reports to the LPA, the LPA will review them and verify with a site visit. Site visits will be carried out on years, 1, 2, 5, 10, 15, 20, 25 & 30. This will ensure the correct management and monitoring of the project.				



## Land Use Summary

### Overview of Baseline Site Use PB-B13

The Site Baseline is dominated by improved grassland (some horse grazed and the remainder subject to frequent mowing) with small areas of young broadleaved, mixed and coniferous woodland, and hedgerows.

### Overview of Proposed Site Use PB-B14

The Site will be used to create extensive areas of wildflower grassland with scattered trees, ponds and scrub.

Two new ponds have already been created in areas of former paddock grassland and the areas of bare ground and excavated subsoils around these new ponds have already been sown with wildflower grassland and are established.

Areas of existing broadleaved and mixed woodland and hedgerow will be enhanced, where possible. The proposals have been designed to maximise ecological benefit and to provide a varied and attractive mix of habitats. The Site will be managed to maximise BNG delivery and its ecological value in general terms.

## Site Context Photos PB-F03

Please include two overview photographs of the site in its current form here. Include additional photographs in an appendix if needed. Tick if additional photographs are provided in the Appendices

Reference: Photo 1 – existing improved grassland to be used to create wildflower grassland. Photo 2 – shows pond created in September 2020. Photo 3- Individual tree planted September 2020. Photo 4 – Existing hedgerow. Photo 5 – Newly planted willow scrub Photo 6- Existing woodland belts to be enhanced.





## 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
<b>Statutory / Non-statutory Designated Sites</b>	Will your proposals lead to direct or indirect effects on designated sites?	<input type="checkbox"/>	No impacts predicted – the closest statutory wildlife site is Devil's Dyke SSSI (2km to the northeast) and the closest non-statutory County Wildlife Site is Marmer's Wood CWS (695m to the east).
<b>Protected and Notable Species</b>	Does the presence or proximity of specific species on or near your site present any constraints or opportunities to project design or management?	<input type="checkbox"/>	The presence of protected and notable species (beyond common species of nesting bird) is considered very unlikely due to current habitats and management.
<b>Invasive Non-Native Species (INNS)</b>	Are any INNS present onsite that could affect the proposals?	<input type="checkbox"/>	None known.
<b>Biological Records Plan - Sites and Species</b>	Does the presence of designated sites or specific species on or near the site present any constraints or opportunities to proposals?	<input type="checkbox"/>	None predicted.
<b>Baseline Habitats Survey</b>	Is this current and important HMMP information located in a separate document? If so, provide details on where it is located.	<input checked="" type="checkbox"/>	A Biodiversity Net Gain Report has been prepared by AEL and is included with this BNG submission package.
<b>Public Access</b>	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	<input type="checkbox"/>	Existing PRowWs to be maintained.
<b>Climate</b>	Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement?	<input type="checkbox"/>	No
<b>Geology and Topography</b>	Any geological or topographical constraints or opportunities?	<input type="checkbox"/>	Not known
<b>Agricultural Land Status</b>	Does the site support any land favourable for agricultural management? Could this affect the proposals?	<input type="checkbox"/>	No
<b>Soils and Substrates</b>	Do soils and substrates present any constraints or opportunities?	<input type="checkbox"/>	No – we will however be monitoring the nutrient levels of the soil.
<b>Contaminated Land</b>	If there is any contaminated land, will this present any constraints?	<input type="checkbox"/>	Not known
<b>Hydrology and Drainage</b>	Will the site hydrology present any constraints or opportunities?	<input type="checkbox"/>	Not known
<b>Flood Risk Zones</b>	Is the site within a flood risk zone? Will that present any site management risks?	<input type="checkbox"/>	Flood Zone 1 with a low probability of flooding from rivers and the sea.
<b>Landscape Character and Designations</b>	Does the landscape character of the site present any constraints or opportunities?	<input type="checkbox"/>	Not known
<b>Historic Land Use</b>	Does the historic land use present any constraints or opportunities?	<input type="checkbox"/>	Not known
<b>Historic Environment and Earth Heritage</b>	Are there any historic environment designations? What are the implications for your plan?	<input type="checkbox"/>	Not known
<b>Other – please specify</b>	Any other details - for example underground services or overhead powerlines, which may impact habitat management.	<input type="checkbox"/>	

## Baseline and Environmental Information

See the Companion Document pages 3-20 for the baseline and environmental information insert forms.

The HMMPT Companion Document contains a template for each environmental information category. Use these templates to set out how you have considered relevant constraints and opportunities as part of the design process, to promote the success of this management plan. Copy in the relevant templates from the Companion Document for each environmental information category to be included. Optional: Include these sheets at the end of your plan or as an appendix, referencing the location in Table PB-T01 above.



## 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		
Proposed habitat enhancements		
Baseline habitat	Post-intervention habitat	Guidance for delivery
Woodlands (poor condition)	Woodlands (moderate condition)	<ul style="list-style-type: none"> <li>Existing woodland was planted in 2005, using guidance from the woodland trust and the age of the woodland we will begin a cutting programme, selecting specimen trees such as oaks to have surrounding shrubs be removed to allow better growth for the specimen.</li> <li>Areas through the woodland will be thinned (selecting conifers, non-native and diseased trees) and supplementary planted with mix of native broadleaved trees and shrubs to diversify species mix, understorey and age classes.</li> <li>Inspections for invasive species will be carried out.</li> <li>Wood from thinning and coppicing will be left in piles to decay.</li> <li>Decaying wood will be left in piles through the woodland to help promote habitats for mice, hedgehogs, frogs and more. Branches will also be left rather than collected to increase biodiversity.</li> <li>Management to promote age and structural diversify, ground layer plants, tree health and dead wood.</li> <li>The site is protected by fencing to help mitigate the problems of browsing by fauna, protecting the trees.</li> <li>Dead trees that are found will be replaced with same species (if native, if not replaced with native alternative)</li> </ul>
Native hedgerows (moderate)	Species-rich hedgerows with trees (good condition)	<ul style="list-style-type: none"> <li>Where appropriate, existing species-poor hedgerows will be supplementary planted with an additional row of mixed native shrubs and trees (at least one standard tree every 20-50m length) to widen the hedge to at least 1.5m and increase species diversity.</li> <li>When planting the new row of hedge, a layer of mulch will be added to stop weeds and unwanted plants to compete with the hedgerow. Mulching will be repeated every 1-2 years for the first 5 years to help establishment.</li> <li>The hedgerows, excluding standard trees, will be managed by select rotational cutting in winter every 2-3 years.</li> <li>Newly planted hedgerow will have guards removed in year 5 to allow time to establish and removed to allow growth at base of hedge. This will ensure the gap from the base of the hedge to the ground is less than 50cm.</li> <li>Grass verges of 1m will be managed by infrequent cutting to provide a structural transition to meadow grassland, and to maintain species diversity.</li> <li>Any new plants that fail will be replaced.</li> </ul>
Proposed habitat creation		
New habitats to be created	Guidance for delivery	
Other neutral grassland (moderate with an	<ul style="list-style-type: none"> <li>New wildflower grassland to be created.</li> </ul>	

objective to reach good condition in 2-5 years, as discussed with East Cambs District Council and subject to their review)	<ul style="list-style-type: none"> <li>Soil nutrient depletion through cropping and harvesting may be required, nutrient levels will be monitored and efforts will be made to reduce levels. Soil will be tested every 5 years to ensure that the nutrient depletion is working.</li> <li>Ground to be cultivated to prepare seedbed and over-sown with wildflower grassland mix.</li> <li>Monitoring of grassland to ensure there is no more than 5% bare ground. If found, it will be seeded again.</li> <li>Monitoring of grassland to ensure there is at least 1% bare ground. If not found naturally this will be created by cutting the area low and harrowing it.</li> <li>There shall be no more than 5% cover of scrub on the grassland. Scrub that is found will be removed.</li> <li>Damage to the land will be kept to a minimum as access tracks are already created through the area to avoid driving on grass.</li> <li>Monitoring of plant species will take place to ensure that are 10 or more species per meter squared, resowing will take place if it falls below this number.</li> <li>The grassland sword will be managed via machine cutting to ensure strong establishment.</li> <li>Using guidance from the Royal Horticulture Society, in the first year the grass shall be cut to a height of 2 inch 6-8 weeks after sowing. Then cut every 2 months for the first summer. This will help establish the grasses and perennial to make strong root growth.</li> <li>For years thereafter, on certain areas of the grassland, a silage cut may be taken early in the growing season and a hay cut shall be taken in late June – late August, the cuttings will be left of the ground for a few days to allow seeds to drop, it will then be collected to help reduce soil fertility.</li> <li>If needed a second hay cut will take place November time to take the final growth away and further reduce fertility of the soil.</li> <li>If grazing is used during the 30 year period it will grazed at a low density to avoid poaching.</li> <li>The density of grazing on the wildflower meadow will be around 1-2.5 livestock unit per hectare over the autumn and winter months to help create a varying sword height.</li> </ul>
Ponds, non-priority (moderate condition)	<ul style="list-style-type: none"> <li>Ponds to be excavated with sinuous margins and varied depth/slope profiles and clay lined.</li> <li>Native marginal and aquatic planting will be provided if natural establishment is poor.</li> <li>Undertake rotational select vegetation removal to maintain open water conditions and habitat diversity, as required.</li> <li>Monitoring of Duckweed will be carried out regularly to ensure no more than 10% of the pond is covered.</li> <li>Monitoring of non-native plant species and animal species will be taking place regularly and any found will be removed.</li> </ul>
Willow scrub (good condition)	<ul style="list-style-type: none"> <li>Plant scrub blocks with native willow species.</li> <li>The scrub area will be check for non-native species, these will be removed if found.</li> <li>Design scrub block with scalloped edges, vary planting density and retain unplanted gaps and glades, where possible.</li> <li>Planting of new scrub will take place over the years to help create a mixture of age classes.</li> <li>Any invasive species will be dealt with in-line with current guidance dependent on the species found</li> <li>Install temporary stock / rabbit fence, if necessary.</li> <li>Flail edges of large scrub block every year (Sept-Feb) to keep grassy scrub edges open and prevent encroachment.</li> </ul>
Individual trees (moderate condition)	<ul style="list-style-type: none"> <li>Plant mix of trees, in total 56.</li> <li>Trees will have mulch around the base of the tree to stop competition from grasses and weeds to help it establish. Any weeds present will be removed.</li> <li>Trees will be inspected regularly for damage from wildlife or disease.</li> <li>Small trees will be protected by fencing if the land is grazed.</li> <li>Trees will be watered during the establishment period of 5 years.</li> <li>Deadwood from the tree will be left to help increase biodiversity.</li> <li>There will be little to no pruning regime to ensure the canopy is over 75% of its expected size for its age and height.</li> <li>Undertake minimal management in winter.</li> </ul>

- Any new trees that fail will be replaced.

## 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 proposals look to retain the Site's overall character by retaining and enhancing woodland habitats, hedgerows and creating new wildflower meadows in place of current horse grazing paddocks. This can be achieved through minimal intervention and in some instances by relaxing existing management in the long-term. Additional habitat diversity and interest would be provided through new pond creation.

The Site is located in the East Cambridgeshire District, and is identified by the Interim Nature Recovery Network for East Cambridgeshire report as falling within the Boulder Clay Woodlands Priority Area where ancient woodland, parkland, hedgerow networks and ponds are considered important habitats (i.e. strategically important habitats).



## 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
Modified grassland	Other neutral grassland	1-3	Poor	Moderate, with objective to reach good condition reviewed in 2-5 years	7 (created 3 years ago)	Pass – all criteria A-F. Fail – None.	Has currently hit conditions, maintenance will be continued.
Modified grassland	Pond (non-priority)	4, 5	Poor	Moderate	2 (created 3 years ago)	Pass – A,B,C,E,F,G, I. Fail – D, H	
Modified grassland	Willow scrub	6	Poor	Good	12 (created 3 years ago)	Pass – all criteria A-E. Fail – None.	
Modified grassland	Developed, sealed surface	7	Poor	N/A	N/A	N/A	Not part of the agreement
Other woodland, mixed	Other woodland, mixed	9	Poor	Moderate	10	A(2), B(3), C(3), D(3), E(3), F(3), G(2), H(3), I(1),J(2), K(1), L(2), M(2)	
Modified grassland	Other neutral grassland	10-14	Poor	Moderate, with objective to reach good condition reviewed in 2-5 years	5	Pass – all criteria A-F. Fail – None.	
Modified grassland	Other neutral grassland	15	Poor	Moderate, with objective to reach good condition reviewed in 2-5 years	5	Pass – all criteria A-F. Fail – None.	
Tall ruderal / ephemeral	Tall ruderal / ephemeral	18	Poor	Poor	N/A	Pass – C. Fail – A,B	Very small area of tall ruderal vegetation to be retained
Other woodland, mixed	Other woodland, mixed	19	Poor	Moderate	10	A(2), B(3), C(3), D(3), E(3), F(3), G(2), H(3), I(1),J(2), K(1), L(2), M(2)	
Other woodland, mixed	Other woodland, mixed	20	Poor	Moderate	10	A(2), B(3), C(3), D(3), E(3), F(3), G(2), H(3), I(1),J(2), K(1), L(2), M(2)	
Woodland, other coniferous	Woodland, other coniferous	21	Poor	Moderate	25	A(2), B(3), C(3), D(3), E(3), F(3), G(2), H(3), I(1),J(2), K(1), L(2), M(2)	
Modified grassland	Other neutral grassland	22-26	Poor	Moderate, with objective to reach good condition reviewed in 2-5 years	5	Pass – all criteria A-F. Fail – None.	



Modified grassland	Other neutral grassland	27	Poor	Moderate, with objective to reach good condition reviewed in 2-5 years	5	Pass – all criteria A-F. Fail – None.	
Modified grassland	Rural trees	2,3,10,22,23,24	N/A	Moderate	24-27 (some planted 3 years ago)	Pass – A, B, D, F. Fail – C,E.	Planting due to be completed by the end of September
Native hedgerow	Native hedgerow	H1-H2	Moderate	Moderate	N/A	Pass – A1,B2,C1,C2,D1. Fail – A2,B1,D2.	Not part of the agreement
Native hedgerow with trees	Native hedgerow with trees	H3	Good	Good	N/A	Pass - all criteria A1/2-E1/2. Fail – None.	Not part of the agreement
Native hedgerow	Native hedgerow	H5,H6	Moderate	Moderate	N/A	Pass – A1,B2,C1,C2,D1. Fail – A2,B1,D2.	Not part of the agreement
Native hedgerow with trees	Native hedgerow with trees	H7	Good	Good	N/A	Pass - all criteria A1/2-E1/2. Fail – None.	Not part of the agreement
Native hedgerow	Species-rich native hedgerow with trees	H4, H8,H9+H10	Moderate	Good	10	Pass - all criteria A1/2-E1/2. Fail – None.	
Modified grassland	Native hedgerow	H12+H13	N/A	Moderate	5	Pass – A1,B2,C1,C2,D1. Fail – A2,B1,D2.	
Veteran Trees	Veteran Trees	12			N/A		Not part of the agreement

### Habitat and Condition Targets Further Comments

There are areas which will be listed below which are listed with the same baseline condition and target condition. The reason for this is these areas are needing to be managed due to them being located beside roads and footpaths or are currently at a high condition level. These areas are:

Native hedgerows – H1-2, H5+6 (These are located on farm tracks and along footpaths)

Native hedgerows with trees – H3 & H7 (These are good condition hedgerows)

H11 in figure 2 has been removed. Please see metric.



## 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

Existing hard standing track will be retained.

A very small area (0.016ha) of existing tall ruderal vegetation in poor condition (parcel 18) would be retained and would not require targeted management to maintain its current low level value and poor condition.

Some sections of existing native hedgerow with trees in good condition (please refer to figure 2) (H3 and H7) and native hedgerow in moderate condition (H1-H2 and H5-H6) and would be retained. Hedgerows H3 and H7 would be managed through rotational select cutting to promote dense growth and structural diversity, and would be supported by other habitat enhancement measures.

H1-2 and H5 + 6 would be cut yearly to be maintained to a stand which will allow vehicles to pass and pedestrians to use the footpaths. They will be cut outside of bird breeding season.

None of the above mentioned hedgerows are being included in the unit creation.

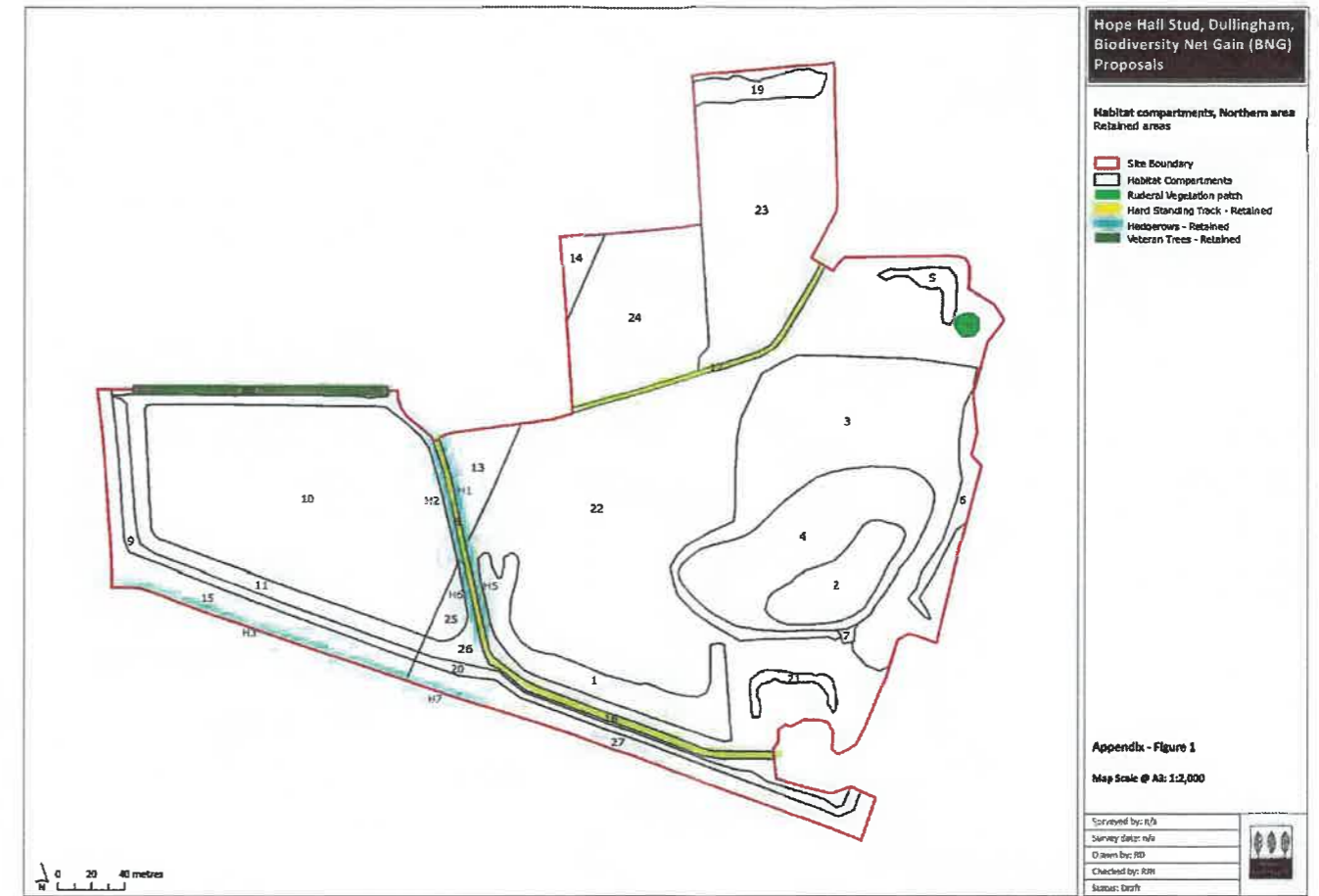
On the boundary with the site is a line of 9 veteran oak trees. These have been shown on the map as a green line. These are not in the site but have been noted here to help plotting of veteran trees. No units will be created with these trees.

### Specification of Protective Measures to be Used PM-04

No protection measures considered necessary.

## Habitat Retention Plan PM-F01

Provide a plan with the locations of habitats to be retained (including whether to be protected and, or, enhanced) and those to be created under this HMMP. Include parcel references if needed. Tick box if any additional plans are provided in the Appendices  . Reference: See image below for retained habitats.



## Creation, Enhancement and Management Targets and Prescriptions

### Templates are available for Area Habitats, Hedgerows and Watercourses

See the HMMPT companion document pages 21-125 for the habitat creation, enhancement and management targets and prescription templates. The Companion Document contains a template for each habitat condition criteria as provided in the statutory biodiversity metric tool and Condition Assessments.

Use these templates to set out the creation, enhancement and management targets and prescriptions for each habitat on your site.

i) **Plan(s) page**

Page 22 includes a blank template for including a plan showing the locations of the habitat creation, enhancement and management measures to be delivered by the HMMPT. You can either present a single site-wide masterplan showing the locations of all habitats to be delivered and, or, you can provide individual plans for each of the habitats to be delivered, showing only the locations of the relevant habitats. Use your professional judgement to determine whether individual plans for each habitat are required.

ii) **Tabulated Templates**

For each habitat type provided as part of your proposals, copy and paste the relevant templates from the Companion Document into this section of the HMMPT. Use your professional judgement on how to include these. You can

- include a single table for each different habitat type to be delivered by stating which parcels each criterion is relevant to
- and, or
- use multiple versions of the same habitat template. This may be more useful if you are targeting different conditions in different parts of the site or if differing baseline conditions across your site may affect the management of certain parcels. You can provide a separate set of tables for each different condition requirement of the same habitat by re-copying the same blank template into the HMMPT.

Delete the blue text on this page before copying across sections from the Companion Document.



## 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.

This is a pre-emptive list. The list of potential risks should be as comprehensive as possible to provide confidence in the delivery of the management plan objectives. Complete each habitat's management targets and prescriptions first, then consider the likelihood of the risk occurring and what impacts it may have if it was to occur. Consider how these may feed back into monitoring requirements.

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
04-04-2024	All enhanced and new habitats	Invasive plants	The presence of invasive plant species (up to end of management plan period)	Plan and implement eradication / control measures following specialist advice if necessary.
04-04-2024	Woodland (enhanced)	Newly planted trees fail to establish	10% of newly planted trees are dead or dying in years 1-10.	Identify causes of tree loss and/or poor health and rectify if possible. Remove and replace dead or dying trees.
04-04-2024	Woodland (enhanced)	Animal browsing	25% of trees showing signs of browsing damage (up to end of management plan period)	Consider the need for animal fencing to prevent browsing
04-04-2024	Woodland (enhanced)	Lack of age and structural diversity	Trees across the stand are relatively even-aged and single level (up to end of management plan period)	Plan and implement additional management to promote age and structure such as thinning and restocking.
04-04-2024	Hedgerow (enhanced)	Newly planted shrubs/trees fail to establish	10% of newly planted shrubs/trees are dead or dying in years 1-10	Identify causes of shrub/tree loss and/or poor health and rectify if possible. Remove and replace dead or dying shrubs/trees.
04-04-2024	Hedgerow (enhanced)	Animal browsing	25% of shrubs/trees showing signs of browsing damage (up to end of management plan period)	Consider the need for further animal protection through tubes or fencing to prevent browsing
04-04-2024	Hedgerow (enhanced)	Lack of age and structural diversity	Hedgerow regrowth is of similar age and lacks a variety of structural growth stages i.e. recently cut and overgrown examples (up to end of management plan period)	Adjust hedgerow management to promote a mix of growth stages and structure.
04-04-2024	Hedgerow (enhanced)	Presence of weeds	Visible signs of weeds are present, restricting growth of the hedgerow.	Remove by hand all weeds present and if need be spray off unwanted weeds.
04-04-2024	Hedgerow (enhanced)	Excessive growth	Growth of hedge encroaches on another habitat.	Cut back excess growths back to a level they don't cause any negative impacts on neighbouring habitats.



04-04-2024	Other neutral grassland (good condition)	Poor germination rate and/or establishment	Evidence of less than 50% of sown species have germinated and become successfully established (years 1-5)	Scarify and resow with same wildflower mix or selected mix to achieve required sward.
04-04-2024	Other neutral grassland (good condition)	Presence of weed or undesirable species	Cover more than 5% of the grassland area (up to end of management plan period)	Reduce cover of undesirable species through hand pulling, topping or select herbicide treatment, as necessary.
04-04-2024	Other neutral grassland (good condition)	Lack of structural diversity and/or restricted flowering/seed production	More than 80% of the grassland sward is of uniform height and/or is prevented from flowering and seeding (up to end of management plan period)	Change grassland management to promote greater structural diversity, flowering and seeding.
04-04-2024	Other neutral grassland (good condition)	Excessive scrub	More than 5% cover of bramble or woody scrub (up to end of management plan period)	Undertake select scrub clearance and change grassland management to prevent further scrub encroachment.
04-04-2024	Other neutral grassland (good condition)	Overgrazing	Bare patches of meadow have formed due to overgrazing on 5% of the land	Take livestock off the land and reseed areas which have been effected.
04-04-2024	Other neutral grassland (good condition)	Poaching	Poaching of the ground is visible on 5% of the ground	Take livestock off land and harrow ground to remove poaching marks, reseed areas if needed.
04-04-2024	Ponds, non-priority (moderate condition)	Poor water quality	Water quality is visibly poor (up to end of management plan period)	Assess causes and rectify, if possible.
04-04-2024	Ponds, non-priority (moderate condition)	Excessive duckweed or algae	More than 10% of the water surface cover in duckweed and/or algae (up to end of management plan period)	Physically remove excessive surface duckweed or algae, assess causes and rectify, if possible.
04-04-2024	Ponds, non-priority (moderate condition)	Expansion of marginal vegetation (aquatic and scrub) and siltation resulting in progressive drying, shading and/or a reduction in surface area	Excessive shading, pond drying most years or a reduction in surface water of more than 25% (up to end of management plan period)	Undertake removal / excavation of marginal scrub, aquatic vegetation and/or silt. It will be left beside the pond for a period to allow aquatic invertebrates to go back to the water.
04-04-2024	Willow scrub (good condition)	Newly planted scrub fail to establish	10% of newly planted scrub are dead or dying in years 1-10.	Identify causes of scrub loss and/or poor health and rectify if possible. Remove and replace dead or dying scrub.
04-04-2024	Willow scrub (good condition)	Animal browsing	25% of scrub showing signs of browsing damage (up to end of management plan period)	Consider the need for further animal protection through tubes or fencing to prevent browsing
04-04-2024	Woodland (enhanced)	Lack of age and structural diversity	Scrub across the stand are relatively even-aged and single level (up to end of management plan period)	Plan and implement additional management to promote age and structure such as thinning and restocking.



04-04-2024	Trees (moderate condition)	Newly planted trees fail to establish	5% of newly planted trees are dead or dying in years 1-10.	Identify causes of tree loss and/or poor health and rectify if possible. Remove and replace dead or dying trees.
04-04-2024	Trees (moderate condition)	Animal browsing	5% of trees showing signs of browsing damage (up to end of management plan period)	Consider the need for improved tree protection to prevent browsing
04-04-2024	Trees (moderate condition)	Presence of weeds	Visible signs of weeds are present, restricting growth of the tree.	Remove by hand all weeds present and if need be spray off unwanted weeds.
04-04-2024	Trees (moderate condition)	Signs of disease	Any sign of disease on the tree	Depending on the disease, tree will be treated or destroyed to avoid the spread to other specimens
04-04-2024	All Habitats	Bird breeding season	Bird breeding season	All management that effects bird habitats will take place outside of the breeding season.

### 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)

A walkover survey of the Site would be undertaken by a competent ecologist on the years indicated below. All habitat parcels would be inspected and photographed with details relevant to BNG delivery and wider ecological interests recorded as summarised below. A short monitoring report would be prepared presenting the results of the monitoring with details of any proposed intervention or changes to management that are considered necessary to achieve BNG targets.

**Woodland, scrub and hedgerow enhancement** - To be undertaken in May-Aug in Years 1, 2, 5, 10, 15, 20, 25 and 30. On each monitoring visit the following checks will be undertaken for each parcel:

- Plant species present, including ground layer and adjoining verges, and their relative abundance according to the DAFOR scale
- Presence of invasive plants
- Establishment, losses and health of newly planted trees, scrub and shrubs
- Evidence of unwanted and damaging animal browsing
- Note on age and structural diversity
- Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery
- The need for intervention or management changes to meet BNG targets.

**Grassland creation** – To be undertaken May-Aug in Years 1, 2, 5, 10, 15, 20, 25 and 30. On each monitoring visit the following checks will be undertaken for each parcel:

- Plant species present and their relative abundance according to the DAFOR scale and including quadrat samples (1x1m) to measure plant species-richness.
- Presence of invasive or undesirable plants
- Record proportion of scrub, bracken and bare ground
- Note on structural diversity, flowering and seeding
- Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery
- The need for intervention or management changes to meet BNG targets

**Pond creation** – To be undertaken May-Aug in Years 1,2, 5, 10, 15, 20, 25 and 30.

- Visual inspection to check and record extent of standing water, water depth (where possible) and water quality.
- Record of marginal scrub (species and % of margin shading), marginal aquatic vegetation (species and % of pond area) and submerged aquatic species (sampled using grapnel)
- Evidence of succession, drying and siltation
- Presence of connecting ditch and other structures.
- Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery.
- The need for intervention or management changes to meet BNG targets.

**Rural tree planting** – From establishment monitoring (May-Aug) to be completed in Years 1, 2, 5, 10, 15, 20, 25 and 30.

- Tree species present, with a note on ground layer vegetation composition
- Note on establishment, losses and health
- Evidence of unwanted and damaging animal browsing
- Note on age and any associated wildlife friendly features (e.g. deadwood, rot holes).
- Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery.
- The need for intervention or management changes to meet BNG targets



## 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.

Monitoring methods and frequency need to be considered according to habitat type. The text below is only for illustrative purposes. Plan according to your own project and habitat requirements.

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Woodland, scrub and hedgerows	<ul style="list-style-type: none"> <li>• Parcels 6, 9, 19-21, H1-10 and H12-13</li> <li>• Record tree, shrubs and ground layer / verge plants and DAFOR and not invasive plants</li> <li>• Check planted trees, scrub and shrubs for losses and health (including browsing)</li> <li>• Record age and structural diversity</li> <li>• Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery.</li> <li>• The need for intervention or management changes to meet BNG targets.</li> <li>• Using the BNG Condition Assessment to ensure the habitat is compliant.</li> </ul>	To be undertaken in May-Aug in Years 1, 2, 5, 10, 15, 20, 25 and 30.
Grassland	<ul style="list-style-type: none"> <li>• Parcels 1-3, 10-16 and 22-27</li> <li>• Record plant species with DAFOR and including quadrat samples (at least 5 no. 1x1m quadrat samples to be recorded in total) to measure plant species-richness.</li> <li>• Record presence of invasive or undesirable plants</li> <li>• Record proportion of scrub, bracken and bare ground</li> <li>• Note on structural diversity, flowering and seeding</li> <li>• Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery</li> <li>• The need for intervention or management changes to meet BNG targets</li> <li>• We will be checking the soil nutrient levels throughout the 30 years.</li> <li>• Using the BNG Condition Assessment to ensure the habitat is compliant.</li> </ul>	To be undertaken May-Aug in Years 1, 2, 5, 10, 15, 20, 25 and 30.
Ponds	<ul style="list-style-type: none"> <li>• Parcels 4 and 5</li> <li>• Visual inspection to check and record extent of standing water, water depth (where possible) and water quality.</li> <li>• Record of marginal scrub (species and % of margin shading), marginal aquatic vegetation (species and of pond area) and submerged aquatic species (sampled using grapnel)</li> <li>• Evidence of succession, drying and siltation</li> <li>• Presence of connecting ditch and other structures.</li> <li>• Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery.</li> <li>• The need for intervention or management changes to meet BNG targets.</li> <li>• Using the BNG Condition Assessment to ensure the habitat is compliant.</li> </ul>	To be undertaken May-Aug in Years 1,2, 5, 10, 15, 20, 25 and 30.
Rural trees	<ul style="list-style-type: none"> <li>• Tree species present, with a note on ground layer vegetation composition</li> <li>• Note on establishment, losses and health</li> <li>• Evidence of unwanted and damaging animal browsing</li> <li>• Note on age and any associated wildlife friendly features (e.g. deadwood, rot holes).</li> <li>• Evidence of any other issues relating to damage or management that could have a bearing on BNG delivery.</li> <li>• The need for intervention or management changes to meet BNG targets</li> </ul>	To be undertaken May-Aug in Years 1, 2, 5, 10, 15, 20, 25 and 30.

- Using the BNG Condition Assessment to ensure the habitat is compliant.



## 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
Dudley Properties Limited	East Cambridgeshire District Council

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	Month Management Plan to be reviewed	Comments
Y1	June 2025	December 2025	Report will be early for the first year due to competition of the site September 2024.
Y2	June 2026	December 2026	
Y5	June 2029	December 2029	
Y10	June 2034	December 2034	
Y15	June 2039	December 2039	
Y20	June 2044	December 2044	
Y25	June 2049	December 2049	
Y30	June 2054	December 2054	

## Adaptive Management



### Summary of Adaptive Management Approaches (MS-B02)

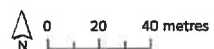
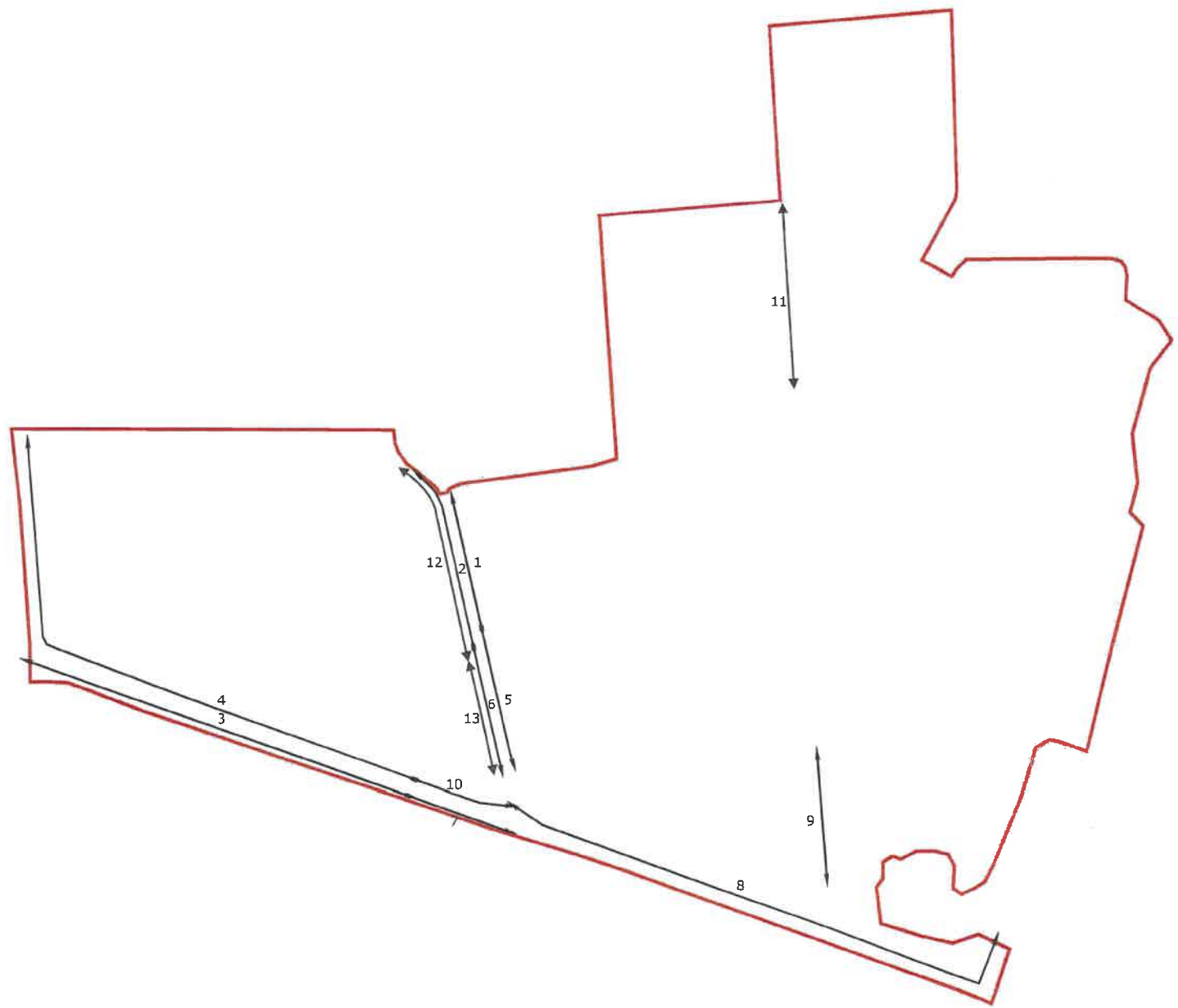
The monitoring results will be used to inform the need for further unforeseen intervention and management changes to ensure that BNG targets are on track and can be delivered in line with the target set out in the statutory biodiversity metric and HMMP. The monitoring report would highlight any unexpected, external influences such as new plant disease, an invasive species that is thriving due to climate change, or changes to site access due to site flooding.

Observations and notes from day-to-day management will also be collected and where necessary discussed with a competent ecologist to understand any implications for BNG delivery and for delivering adaptive management.

Hope Hall Stud, Dullingham,  
Biodiversity Net Gain (BNG)  
Proposals

Hedgerow compartments, Northern  
area

-  Site boundary
-  Hedgerow compartments





Appendix - Figure 2  
Map Scale @ A3: 1:2,000

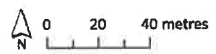
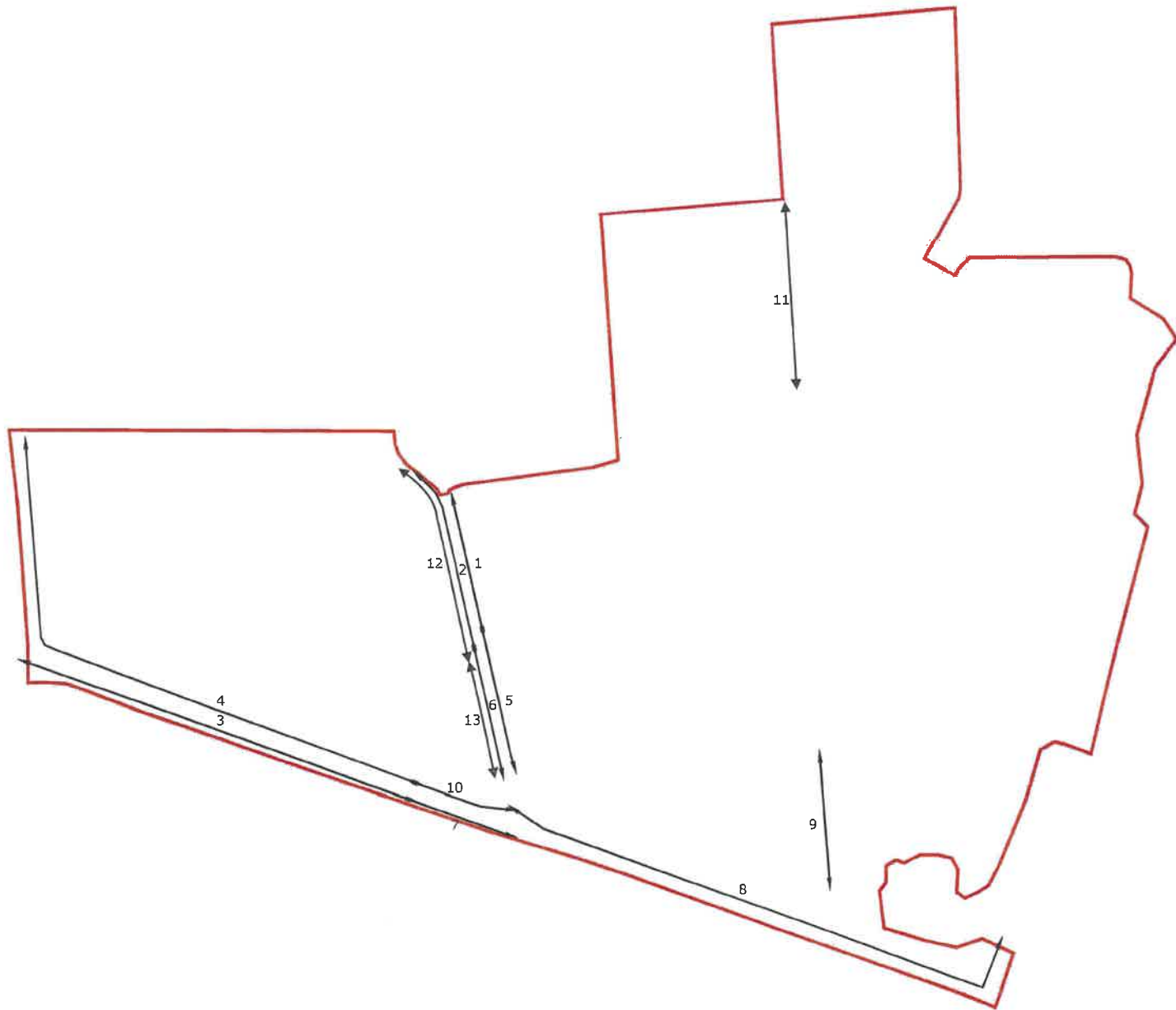
Surveyed by: n/a
Survey date: n/a
Drawn by: RD
Checked by: RJH
Status: Draft



**Hope Hall Stud, Dullingham,  
Biodiversity Net Gain (BNG)  
Proposals**

**Hedgerow compartments, Northern  
area**

-  Site boundary
-  Hedgerow compartments



**Appendix - Figure 2**

Map Scale @ A3: 1:2,000

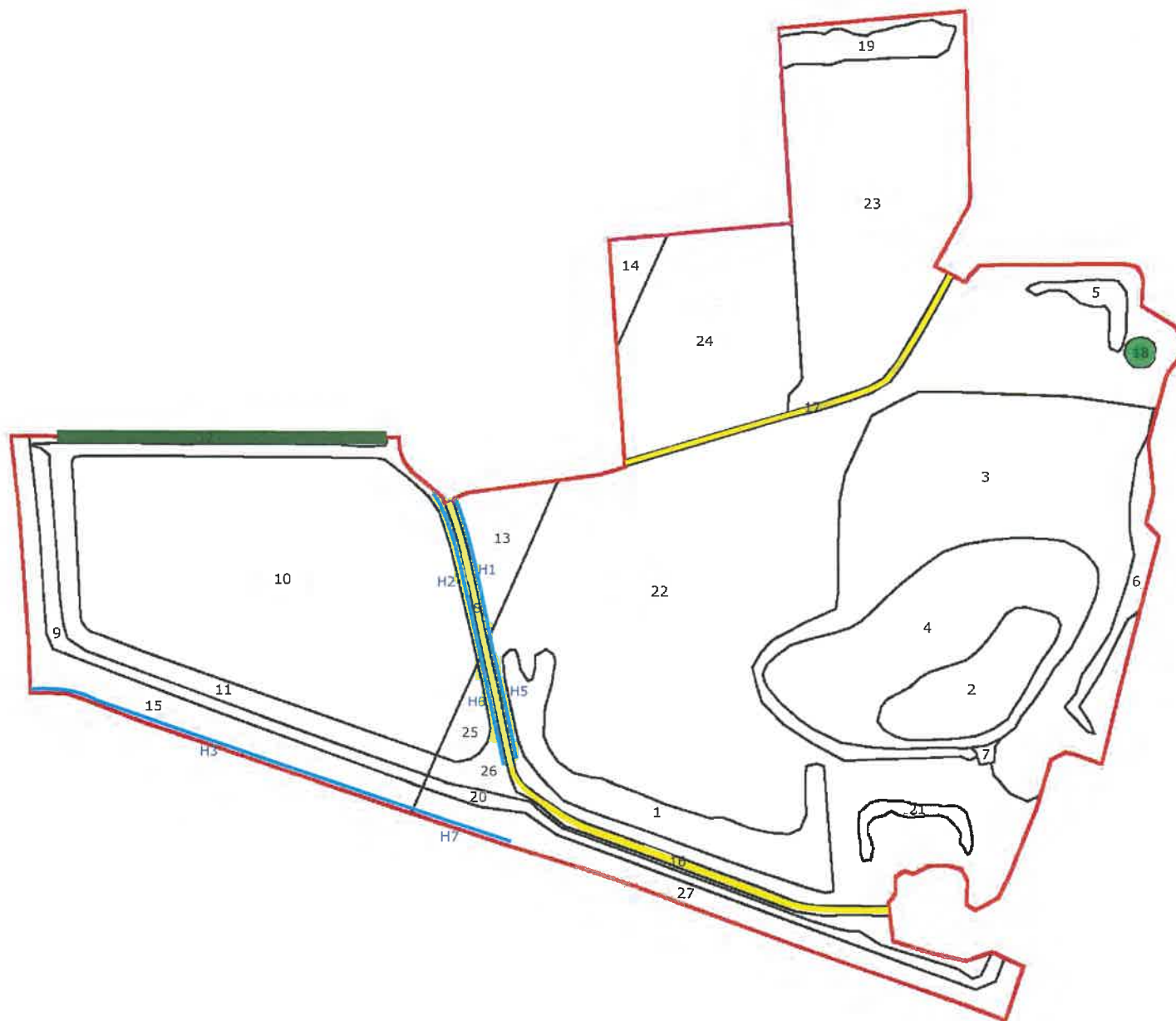
Surveyed by: n/a
Survey date: n/a
Drawn by: RD
Checked by: RJH
Status: Draft



# Hope Hall Stud, Dullingham, Biodiversity Net Gain (BNG) Proposals

## Habitat compartments, Northern area Retained areas

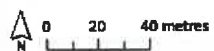
- Site Boundary
- Habitat Compartments
- Ruderal Vegetation patch
- Hard Standing Track - Retained
- Hedgerows - Retained
- Veteran Trees - Retained



Appendix - Figure 1

Map Scale @ A3: 1:2,000

Surveyed by: n/a  
 Survey date: n/a  
 Drawn by: RD  
 Checked by: RJH  
 Status: Draft



THE COMMON SEAL OF )  
EAST CAMBRIDGESHIRE DISTRICT COUNCIL )  
was hereunto affixed in the presence of: )



511



Director Legal Services / ~~Chief Executive~~



EXECUTED AS A DEED by )  
DUDLEY PROPERTIES LIMITED )  
acting by a director in the )  
presence of: )

Director: *Christopher Sean Wickham*  
*Dudley*

Witness' Signature: 

Witness' Name: *Eoin Longworth*

Address: *10 Tees Lane, No3 Journey Campus, Castle Street,  
Lundbury, CB3 0AY*

Occupation:  
*Solicitor*