

Dated

29 August

2025

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(1) **VALE OF WHITE HORSE DISTRICT COUNCIL**

(2) **EDWARD THOMAS IVOR EYSTON**

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**DEED OF AGREEMENT**

**pursuant to section 106 of the  
Town and Country Planning  
Act 1990 (as amended) relating  
to Land at Kilman Down the  
Ridgeway East Hendred Wantage  
Oxfordshire**

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District Council ref: 010566

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### APPENDIX 1

Plan

### APPENDIX 2

Habitat Management and Monitoring Plan

**THIS AGREEMENT** is made on

29 August

2025

**BETWEEN:**

- (1) **Vale of White Horse District Council** of Abbey House, Abbey Close, Abingdon, Oxfordshire OX14 3JE (“**Council**”)
- (2) **Edward Thomas Eyston** of The Hendred Estate Office, High Street, East Hendred, Wantage, Oxfordshire OX12 8JZ (“**Owner**”)

**BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act for the Habitat Site.
- B The Owner is the freehold owner of the Habitat Site registered at the Land Registry with title number ON224157
- C The Parties enter into this deed in order to secure the provision management and maintenance of Biodiversity Units on the Habitat Site as set out in the planning obligations contained herein (“this **Agreement**”), having regard to the provisions of the Council’s respective development plan the NPPF and the Act and the Environment Act 2021.
- D The Council has entered into this Agreement pursuant to an exercise of delegated authority by the Head of Planning.
- E The Parties to this Agreement have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraph 57 of the NPPF.

**NOW THIS AGREEMENT WITNESSES** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

For the purposes of this Agreement the following expressions will have the following meanings:

**“Act”** means the Town and Country Planning Act 1990 (as amended);

**“Area Habitat Biodiversity Unit or Habitat Unit (AHBU)”** means a Biodiversity Unit that relates to area habitats (which may include: woodland, grassland, wetland, coastal, intertidal or other habitat types) as defined by the Biodiversity Metric User Guide;

**“Biodiversity Gain Site”** land as defined by section 100 of the Environment Act 2021 where works are required for the purpose of habitat enhancement which enhancement is required to be maintained for at least thirty (30) years after the completion of those works;

**“Biodiversity Metric”** the mechanism with reference to biodiversity metric approved by DEFRA as set out in the Biodiversity Metric User Guide or any replacement metric or alternative metric agreed in writing between the Council and the Owner;

**“Biodiversity Metric User Guide”** means the Statutory Biodiversity Metric user guide dated February 2024 published by DEFRA or such other user guide as supersedes or replaces it;;

**“Biodiversity Units”** a unit of biodiversity value (or part thereof) as calculated by the Biodiversity Metric and expressed as an Area Habitat Biodiversity Unit (AHBU)

**“Bundling”** means the sale or transfer of a single Biodiversity Unit which also incorporates other environmental benefits either explicitly or implicitly together with the Biodiversity Unit as referred to in and where permitted by the Nature Markets Publication;

**“CIEEM”** is the Chartered Institute of Ecology and Environmental Management or its successor in function;

**“Commencement Date”** the date of commencement of the Habitat Maintenance Works at the Habitat Site in accordance with the Management and Monitoring Plan and as identified in the Commencement Notice

**“Commencement Notice”** means a written notice served by the Owner on the Council, which identifies the Commencement Date following the Habitat Creation and Enhancement Works Completion Date;

**“Competent”** holding a minimum of Membership of the CIEEM or a cognate body with a professional code of conduct and/or in line with definitions provided by the British Standard on Biodiversity Net Gain (8683: 2021) and any relevant Natural England or DEFRA Guidance;

**“DEFRA”** is the Government’s Department for Environment Food and Rural Affairs or other body the Government elects to be responsible for functions relating to biodiversity net gain;

**“Double Counting”** the Sale or Transfer of the same Biodiversity Unit more than once as the basis for duplicated claims of biodiversity gain as referred to in the Nature Markets Publication;

**“Force Majeure Event”** means a circumstance not within the control of the Owner including without limitation (a) an act of God such as a drought, flood or other natural disaster; (b) appearance on the Habitat Site of an invasive or nuisance species (singular or plural); (c) epidemic or pandemic; (d) 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; (e) nuclear, chemical or biological contamination; (f) plant disease; (g) epizootic; or (h) compulsory purchase;

**“Habitat Creation and Enhancements”** means the creation and enhancement of habitats required to be prepared by the Owner at the Habitat Site as detailed in the HMMP.

**“Habitat Creation and Enhancement Works”** means works carried out for the purpose of the delivery of the Habitat Creation and Enhancements as detailed in the HMMP

**“Habitat Creation and Enhancement Works Completion Date”** means the date two (2) years from the date of this Agreement unless otherwise agreed in writing between the Owner and the Council;

**“Habitat Maintenance Works”** means the ongoing maintenance works as detailed in the Habitat Management and Monitoring Plan and which are required to be undertaken by the Owner at the Habitat Site in order to comply with the Habitat Management and Monitoring Plan;

**“Habitat Management and Monitoring Plan” (“HMMP”)** means a plan for the Habitat Site which includes a programme for its management and maintenance for thirty (30) years from the Commencement Date; a plan showing the number of Biodiversity Units and location of the parcel of land to which the Biodiversity Units can be attributed; and the methodology and format of Habitat Monitoring Reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring; which plan has been submitted to and approved in writing by the Council and is appended hereto at Appendix 2 and any amendments thereto which have been agreed in writing by the Council and the Owner;

**“Habitat Monitoring Report”** means a written report produced by a Competent ecologist who has personally surveyed the Habitat Site, at the Relevant Time, to be provided on the dates set out in the Habitat Management and Monitoring Plan , which sets out:

- (a) the results of a review of the operation and effectiveness of the Habitat Management and Monitoring Plan since the previous Habitat Monitoring Report; and
- (b) any remedies or measures that are required to be implemented to meet the requirements of the Habitat Management and Monitoring Plan using the monitoring strategy and methods set out in the Habitat Management and Monitoring Plan;

**“Habitat Site”** means the land shown edged red on the Plan and known as Kilman Down Phase 2 Hendred Estate, Wantage, Oxfordshire and which

comprises a Biodiversity Gain Site approved by the Council for the provision of Biodiversity Units in connection with development granted planning permission by the Council or other local planning authority subject to a condition to secure the biodiversity gain objective in accordance with Section 90A and Schedule 7A of the Act;

**“Habitat Site Manager”** means an organisation, company or individual appointed or to be appointed by the Owner in respect of the Habitat Site who will have responsibility for the implementation management and maintenance of the Habitat Management and Monitoring Plan which for the avoidance of doubt can be the Owner;

**“Interest”** interest at 4% per annum above the base rate from time to time of Lloyds Bank PLC

**“Legal Additionality Test”** the requirement that a Biodiversity Unit is not provided to meet an existing regulatory obligation on the part of the Owner as referred to in the Nature Markets Publication;

**“Management Plan Monitoring Fee”** the sum of seven thousand five hundred and seventy two pounds forty six pence ( £7,572.46) and payable by the Owner to the Council on completion of this Agreement as a contribution towards the Council’s costs of monitoring compliance with the Habitat Management and Monitoring Plan and reviewing Habitat Monitoring Reports;

**“Natural England”** means the non-departmental public body established by the Natural Environment and Rural Communities Act 2006 to help conserve, enhance and manage the natural environment for the benefit of present and future generations, thereby contributing to sustainable development (or any successor in function);

**“Nature Markets Publication”** the publication entitled “Nature markets: A framework for scaling up private investment in nature recovery and sustainable farming” published by the Government in March 2023 or such other publication that supersedes or replaces it specific to biodiversity net gain published by the Government;

**“NPPF”** means the National Planning Policy Framework dated December 2024 or such other policy document as supersedes or replaces it;

**“Parties”** means the parties to this Agreement and ‘Party’ shall be construed accordingly

**“Plan”** means the plan annexed hereto at Appendix 1;

**“Relevant Event”** means any of the following events: (a) a change in the law and/or national policy; or (b) a decision of a court, tribunal, Secretary of State or other decision maker with competence that results in biodiversity gain not being required by law or at any time where the Parties agree that the Habitat Site that is the subject of this Agreement is no longer an effective form of biodiversity gain;

**“Relevant Time”** means the relevant season or time of year to survey the Habitat Site having regard for section 2.6 of the Handbook for Phase 1 Habitat Survey - a technique for environmental audit (Joint Nature Conservation Committee 2010) or such other guidance within a document as supersedes or replaces it;

**“Sale”/ “Sold”** means the exchange of any Biodiversity Unit or part thereof to a third party for a monetary value and “Sell” shall be construed accordingly;

**“Secretary of State”** means the Secretary of State for Levelling Up, Housing and Communities (or any successor in function);

**“Stacking”** means the sale or transfer of a single Biodiversity Unit and another nature market credit from the same intervention on land where this is permitted in accordance with the Nature Markets Publication;

**“Statutory Undertaker”** means a statutory undertaker as defined in section 329 of the Highways Act 1980 and shall include persons authorised under any enactment to carry on an undertaking for the supply of electricity, gas, water and any sewerage undertaking and shall also include the Environment Agency, the holder of a licence to operate telecommunication system, the Civil Authority and the holder of a licence to supply cable television;

**“Transfer”/“Transferred”** means the exchange of any Biodiversity Unit or part thereof to a third party for any arrangement other than a monetary value;

**“Variation Event”** means any of the following events: (a) a change in Natural England’s custom or practice; or (b) a change in scientific opinion based on evidence; or (c) a change in industry practices or in the generally accepted calculation methods for the type or extent of land required to achieve biodiversity gain; or (d) such other event as may be agreed between the Parties as constituting a Variation Event;

**“Working Day”** means a day other than a Saturday or Sunday Christmas Day Good Friday or a day which is a bank holiday under the banking and Financial Dealings Act 1971 in any part of the United Kingdom and any day which is on or between the 27 and 31 December in any calendar year

## 1.2 **Interpretation**

Save as expressly provided otherwise by this Agreement, the following principles of interpretation will apply to this Agreement:

- 1.2.1 words importing the masculine gender include the feminine and vice versa;
- 1.2.2 words importing the singular include the plural and vice versa;
- 1.2.3 words importing persons include firms, companies, corporations, other corporate bodies and legal entities, and vice versa;
- 1.2.4 any reference to a clause, Schedule, paragraph or plan is to one in or attached to this Agreement;
- 1.2.5 any reference to a colour or letter is to the colour or letter on the plans attached to this Agreement;
- 1.2.6 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction;
- 1.2.7 in the absence of contrary provision in this Agreement any reference to a statute includes any statutory modification, amendment, extension,

re-enactment or replacement of it and every statutory instrument, regulation, order, direction or specification made or issued under such statute or deriving validity from it;

1.2.8 unless otherwise stated, references to any party to this Agreement shall include the successors in title and assigns to that party and to any person deriving title through or under that party and in the case of the Council the successor to their statutory functions;

1.2.9 agreed or approved means agreed or approved in writing and given for the purposes of this Agreement;

1.2.10 any covenants and obligations given by the Owner will attach to the Habitat Site and each and every part of it and will bind the Owner's successors in title and assignees or any persons claiming by, under or through them;

1.2.11 where any party to this Agreement comprises two or more persons or where more than one party undertakes an obligation any obligations on the part of that party or parties contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of those persons and references to that party or parties shall include references to each or any of those persons;

1.2.12 the headings to this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever;

1.2.13 the word "**including**" will be construed without prejudice to the generality of the words preceding it;

1.2.14 any Schedules, Annexes or Appendices to this Agreement are deemed to be incorporated into and to form part of this Agreement.

## **2 STATUTORY PROVISIONS**

2.1 This Agreement is entered into pursuant to Part 6 of the Environment Act 2021 and the corresponding amendments to the Act, section 106 of the Act, section 111 of the Local Government Act 1972, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 1 of the Localism Act 2011 and all other powers so enabling.

- 2.2 The planning obligations created in this Agreement are planning obligations for the purpose of section 106 of the Act and are enforceable by the Council as the local planning authority against the Owner and their successors in title of the Habitat Site and which bind each and every part of the Habitat Site and as further set out in the Schedules and to the extent that any of the obligations in this Agreement are not planning obligations they are enforceable by the Council pursuant to section 111 of the Local Government Act 1972, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 1 of the Localism Act 2011 and all other enabling powers that may be relevant to the enforcement of the obligations contained in the Agreement.
- 2.3 The covenants herein shall be enforceable against the Owner and any successors in title and assigns of the Owner or any person claiming title through or under the Owner to the Habitat Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person PROVIDED THAT no person shall be liable for any breach of the covenants restrictions, obligations or undertakings contained in this Deed occurring after they have parted with their interest in the Habitat Site or the part in respect of which such breach occurs save and without prejudice to the rights of the Council in relation to any subsisting antecedent breach of those covenants restrictions or obligations prior to the parting of such interest.
- 2.4 Unless otherwise expressly provided in this Agreement the provisions of this Agreement will not be enforceable against
  - 2.4.1 any future mortgagee or chargee of the whole or any part of the Habitat Site unless they are in possession of the Habitat Site at the time of the breach in which case it too will be bound by the obligations as if it were a person deriving title from the Owner;
  - 2.4.2 any Statutory Undertaker occupying the Habitat Site or any part of the Habitat Site for the purposes of their undertaking or any other person who acquires any part of the Habitat Site or interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services PROVIDED THAT if a Statutory Undertaker acquires any part of the Habitat Site for such purposes 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 Site (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) in place of any lost as a result of such acquisition which had previously been Sold or Transferred (which shall be of an equivalent number, type and level of enhancement to those lost); and

2.4.3 anyone whose only interest in the Habitat Site or any part of it is in the nature of the benefit of an easement, covenant or licence, or as the owner of the subsoil of any highway within the Habitat Site

### **3 CONDITIONALITY**

This Agreement shall come into effect upon the date at the head of this Agreement.

### **4 OWNERS' COVENANTS AND MORTGAGEE'S ASSENT**

4.1 The Owner covenant with the Council:

4.1.1 to observe and perform and cause to be observed and performed the obligations covenants and restrictions contained in Schedule 1 of this Agreement

4.1.2 not to encumber or otherwise deal with their interest in the Habitat Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out

4.1.3 that there are no interests (legal or equitable) as referred to in section 106 of the 1990 Act in the Habitat Site other than as detailed in this Agreement;

4.1.4 that no part of the Habitat Site is subject to any constraints, including but not limited to restrictive covenants, planning conditions, hydrology, flooding, archaeology and/or contamination which would be reasonably capable of affecting its suitability as a Biodiversity Gain Site or impede the remedies and/or measures within the Habitat Management and Monitoring Plan, which have not been disclosed in writing to the Council prior to the completion of this Agreement; and

- 4.1.5 that they have full power to enter into this Agreement and that they have obtained all necessary consents from any mortgagee chargee or any other person having a title or right in the Habitat Site
- 4.1.6 that they will provide the Council with immediate written notice of any change in ownership of the Habitat Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and address together with the area of the Habitat Site or part thereof purchased by reference to a plan

4.2 On completion of this Agreement the Owner will pay to the Council

- 4.2.1 the Council's reasonable legal costs incurred in the negotiation, preparation and completion of this Agreement; and
- 4.2.2 the Management Plan Monitoring Fee

4.3 COUNCIL'S COVENANTS

4.3 The Council covenants with the Owner to:

- 4.3.1 fully comply with and perform the obligations as specified in Schedule 2 and
- 4.3.2 following a written request/notification from the Owner made at the time after any obligation under this Agreement has been fulfilled or discharged or land is released, to issue confirmation of the same within twenty (20) Working Days after the date on which it receives the request.

**5 GENERAL PROVISIONS**

5.1 This Agreement gives no rights under the Contract (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act and it may be enforced by any successors in title of the Parties and by any successor to the Council's statutory functions.

5.2 The covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975 as amended.

- 5.3 No waiver (whether express or implied) by the Council of any breach of default in performing or observing any of the obligations, covenants or provisions of this Agreement will constitute a continuing waiver and no such waiver will prevent the Council from enforcing any of the said obligations, covenants or provisions of this Agreement or from acting upon any subsequent breach or default.
- 5.4 Nothing contained or implied in this Agreement will fetter or prejudice or otherwise affect the rights powers duties and obligations of the Council in the exercise of their functions either as local planning authority or in any other capacity and that all rights powers duties and obligations under any public and private statutes bylaws and regulations may be as fully and effectively exercised as if the Council were not party to this Agreement.
- 5.5 Nothing in this Agreement will be construed as prohibiting or limiting any right to develop any part of the Habitat Site in accordance with a planning permission granted by the Council or by the Secretary of State on appeal or reference to him before or after the date of this Agreement.
- 5.6 If any provision or sub provision or part of this Agreement is held to be invalid illegal or unenforceable under any judgement or enactment or other rule of law that provision or sub provision or part shall be severed from this Agreement and shall be deemed to that extent not to form part of this Agreement and the enforceability of the remainder of this Agreement shall remain unaffected.
- 5.7 If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

## **6 TERMINATION & VARIATION**

- 6.1 This Agreement may be terminated by agreement in writing between the Council and the Owner and where adequate provision has been secured by the Council for the replacement of any Biodiversity Units already Sold or Transferred at the date of termination
- 6.2 This Agreement may be terminated by the Owner by notice in writing to the Council in respect only of any part of the Habitat Site to which Biodiversity Units which have yet to be Sold or Transferred can be attributed and for the avoidance of doubt where such notice is provided to the Council this Agreement

will continue in full force and effect in respect of any part of the Habitat Site to which Biodiversity Units already Sold or Transferred at the date of that notice can be attributed.

- 6.3 This Agreement shall terminate on the date which is the expiration of the period of thirty (30) years from the Commencement Date PROVIDED THAT the Owner or Council (as the case may be) are not in continuing breach of any of the terms of this Agreement and PROVIDED FURTHER THAT the termination of this Agreement shall be without prejudice to any accrued rights and liabilities or any rights or remedies of the parties for breach, non-observance, or non-performance of the obligations under this Agreement.
- 6.4 In the event of a Relevant Event the provisions of this Agreement shall automatically terminate in relation to any Biodiversity Units which have yet to be Sold or Transferred. FOR THE AVOIDANCE OF DOUBT all that land within the Habitat Site which has been Sold or Transferred at the date of the Relevant Event will remain subject to the terms of this Agreement.
- 6.5 In the event of a Variation Event the Owner and the Council may by agreement make such changes to this Agreement (with such changes to be documented in a deed of variation to this Agreement) as are reasonably required to take account of the Variation Event.

## **7 NOTICES**

- 7.1 All notices, requests, demands or other written communication served to or upon the Parties will be deemed to have been properly given or made if sent by registered post or recorded delivery or delivered by hand to the address specified on page 1 of this Agreement or such other address as any Party may notify the other parties in writing from time to time.
- 7.2 Any notice or written communication given in accordance with this clause will be deemed to have been received on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day.

## **8      THIRD PARTY RIGHTS**

8.1    This Agreement gives no rights to any third party under the Contract (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act and it may be enforced by any successors in title of the parties and by any successor to the Council's statutory functions

## **9      DATA PROTECTION**

9.1    The parties to this Agreement acknowledge and agree that information as to compliance with obligations pursuant to this Agreement (including as to whether or not contributions have been paid) may be passed to:

9.2    10.1.1 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further

9.3    any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000

## **10     VALUE ADDED TAX**

10.1   All works undertaken pursuant to and all payments made in accordance with the terms of this Deed shall be exclusive of value added tax and the Owner shall if value added tax becomes due pay to the District Council any value added tax properly payable on any sums paid to the District Council or works undertaken under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner

## **11     JURISDICTION**

11.1   The construction, validity and performance of this Agreement will be governed by the laws of England and the Parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

## **12     CONDUCT**

12.1   The Parties agree and declare that they shall each act reasonably in relation to their conduct concerning any matters arising out of this Agreement and where any information direction consent authority approval or payment is required it shall not unreasonably be withheld or delayed.

## **13 DELIVERY**

13.1 The provisions of this Agreement (other than this clause which will be of immediate effect) will be of no effect until this Agreement has been dated

**Schedule 1**  
**Owner's Covenant**

The Owner covenants with the Council as follows:

1. to undertake the Habitat Creation and Enhancement Works by no later than the Habitat Creation and Enhancement Works Completion Date.
2. to provide the Council with the Commencement Notice and not to commence any measures within the Habitat Management and Monitoring Plan other than the Habitat Creation and Enhancement Works until the Commencement Notice has been provided to the Council and to pay the Management Plan Monitoring Fee to the Council on completion of this Agreement;
3. for a period of thirty (30) years from the date of the Commencement Date to either:
  - 3.1 manage and maintain the Habitat Site in accordance with the Habitat Management and Monitoring Plan and for no other purpose inconsistent with the requirements of the Habitat Management and Monitoring Plan; or
  - 3.2 to procure such management and maintenance of the Habitat Site in accordance with the Habitat Management and Monitoring Plan and for no other purpose inconsistent with the requirements of the Habitat Management and Monitoring Plan;

and to continue to do so for as long as this Agreement is in effect;

4. not to cause or permit the Sale or Transfer of any Biodiversity Unit otherwise than in accordance with Section 100 of the Environment Act 2021 and any associated regulations;
5. to ensure that in accordance with government guidance, all Biodiversity Units Sold or Transferred, or available for Sale or Transfer, from the Habitat Site shall at all times meet the Legal Additionality Test and that there is no Double Counting of any Biodiversity Unit PROVIDED THAT FOR THE AVOIDANCE OF DOUBT Bundling or Stacking will be permitted;

6. to allow access to the Habitat Site on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan and this Agreement; subject to appropriate health and safety measures that have been first communicated in writing to the Council and provided that they do not unreasonably interfere with the management of the Habitat Site.

7. **Habitat Monitoring Reports**

- 7.1 To provide Habitat Monitoring Reports to the Council at the frequency as set out in the definition of the same from the first anniversary of the Commencement Date or in accordance with such other timescale and frequency as shall be set out in the Habitat Management and Monitoring Plan or agreed in writing with the Council;
- 7.2 To review each Habitat Monitoring Report with the Council and following receipt of any written notice from the Council pursuant to paragraph 4.1 of Schedule 2, to submit Habitat Management and Monitoring Plan remedial measures that are designed to ensure the aims of the Habitat Management and Monitoring Plan can be met to the Council for approval including such further revisions as are reasonably required by the Council until such time as the Habitat Management and Monitoring Plan remedial measures are approved in writing by the Council PROVIDED THAT the Owner shall implement the approved Habitat Management and Monitoring Plan remedial measures as soon as reasonably practicable after they have been approved by the Council.

8. **Notification of Sale or Transfer**

- 8.1 To notify the Council of the date of any Sale or Transfer of any Biodiversity Unit generated from the Habitat Site within twenty eight (28) Working Days of the date of such Sale or Transfer occurring and to provide the Council on the date of such notification with the following information, in writing:
  - 8.1.1 the total value in Biodiversity Unit(s) (assessed in accordance with the Biodiversity Metric) and type of habitat of any Biodiversity Unit Sold or Transferred;

- 8.1.2 the Council's (or other local planning authority's) planning reference for the application (if any) to which the Sale or Transfer of a Biodiversity Unit relates;
- 8.1.3 the area in hectares ( to 4 decimal places), or, if the Biodiversity is of a type to which a linear measurement applies, the length in metres, of the Biodiversity Unit(s) Sold or Transferred;
- 8.1.4 a plan at a scale of no greater than 1:1250 clearly identifying the location of the part of the Habitat Site to which each Biodiversity Unit Sold or Transferred can be attributed.

and thereafter not to cause or permit any further Sale or Transfer of that Biodiversity Unit;

- 8.2 to maintain a schedule setting out all of those Biodiversity Units on the Habitat Site which have been Sold or Transferred and a separate schedule of those Biodiversity Units on the Habitat Site which are available for Sale or Transfer and to provide the Council, within fifteen (15) Working Days of the date of a written request for the same (provided that the Council shall only make a written request a maximum of twice in any one calendar year), a copy of such schedule until such time as all of the Biodiversity Units have been Sold or Transferred. The schedule should also include the following information:

- 8.2.1 the total value in Biodiversity Unit(s) (assessed in accordance with the Biodiversity Metric) and type of habitat of any Biodiversity Unit Sold or Transferred;
- 8.2.2 details of each third party to whom any Biodiversity Unit has been Sold or Transferred including the address (which, if the said third party is a company shall be its registered office address) and contact details;
- 8.2.3 the planning reference for the application (if any) to which the Sale or Transfer of a Biodiversity Unit relates;

- 8.2.4 the area in hectares, or, if the Biodiversity is of a type to which a linear measurement applies, the length in metres, of the Biodiversity Unit(s) Sold or Transferred;
- 8.2.5 a plan at a scale of no greater than 1:1250 clearly identifying the location of the part of the Habitat Site to which each Biodiversity Unit Sold or Transferred can be attributed.

8.3 The Biodiversity Units in the Habitat Site shall be Sold or Transferred to applicants for planning permission by the Owner at their absolute discretion.

## 9. **Breach Provisions**

- 9.1 No party shall be liable for breaching a requirement of the Habitat Management and Monitoring Plan or any other requirement of this Agreement which arises as a direct result of a Force Majeure Event
- 9.2 The Owner shall reimburse the Council in respect of all reasonable legal and administrative costs incurred in connection with the enforcement of any of the provisions of this Agreement including correspondence monitoring and site visits by or on behalf of the Council where the Council reasonably considers that there has been a default on the part of the Owner and for the avoidance of doubt any such costs are in addition to the Management Plan Monitoring Fee.
- 9.3 Where the Owner has Sold or Transferred Biodiversity Units but is unable to deliver the same within 30 years of the Commencement Date, it shall:
  - 9.3.1 notify the Council in writing within twenty-eight Working Days providing the following details:
    - 9.3.1.1 the number and type of Sold or Transferred Biodiversity Units that it is unable to deliver; and
    - 9.3.1.2 the spatial position and extent of land within the Habitat Site allocated to those Sold or Transferred Biodiversity Units that it is unable to deliver;
  - 9.3.2 Subject to the Council's agreement in writing, to provide replacement Biodiversity Unit(s) of an equivalent number to those it has been unable to deliver and / or to purchase equivalent statutory credits from Natural England and provide the Council with proof of purchase; and

- 9.3.3 update the Statutory Register accordingly and notify the Council in writing within twenty-eight Working Days of when this has been done.

## **Schedule 2**

### **Covenants by the Council**

The Council covenants with the Owner as follows:

#### **1 NO UNREASONABLE DELAYS**

Where the approval, satisfaction, agreement, confirmation or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Agreement such approval, satisfaction, agreement, confirmation or consent will be applied for in writing and will be given in writing and will not be unreasonably withheld or delayed.

#### **2 REMOVAL OF REGISTRATIONS**

Upon all of the Owner covenants and undertakings herein being satisfied or any of the termination events specified in clause 7 occurring and upon receipt of a written request for the same from the Owner, the Council will remove all relevant entries relating to such obligations and covenants from the Council's local land charges register within twenty eight (28) Working Days.

#### **3 GENERAL OBLIGATIONS**

3.1 To use the Habitat Monitoring Fee for the purpose of evaluation, monitoring, measuring of, overseeing, statutory reporting on, and compliance with the Habitat Management and Monitoring Plan on the Habitat Site and this Agreement, and not to use the Habitat Monitoring Fee for any other purpose.

3.2 To otherwise operate abide by and comply with the arrangements terms conditions and obligations for the purposes set out in the Schedule 1 hereto

#### **4. Notification of non-compliance with the Habitat Management and Monitoring Plan**

4.1 Following receipt by the Council of a Habitat Monitoring Report, if the Council considers that the Owner is not complying with the Habitat Management and Monitoring Plan, the Council shall notify the Owner, giving reasons, within 8 weeks from receipt by the Council of that Habitat Monitoring Report or as otherwise agreed in writing between the Parties.

4.2 If, at any time, the Council considers that the Owner is in substantial breach of the Habitat Management and Monitoring Plan the Council shall give written notice to the Owner, giving reasons.

**EXECUTED AS A DEED** by the parties on the date which first appears in this Agreement.

The COMMON SEAL of

**VALE OF WHITE HORSE**

**DISTRICT COUNCIL**

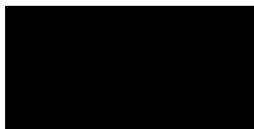


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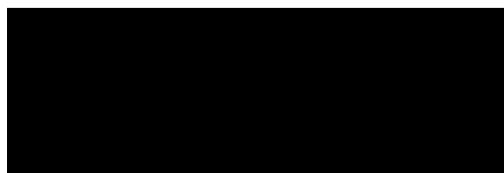
was hereunto affixed

EV30/25

under the authentication of: -



**SIGNED** as a **DEED** by  
**EDWARD THOMAS IVOR EYSTON**  
in the presence of:-



Witness Signature



Witness Name Julian Gold

Witness Address Hill Farm, St. Marys Road, East Hendred, Wantage, Oxon. OX12 8LF

Witness Occupation Farm Manager

## **Appendix 1**

### **Plan**

Down ( Extension ) BNG site plan  
g site setting in wider landscape.  
Ridgeway marked yellow )



## **Appendix 2**

### **Habitat Management and Monitoring Plan**



Department  
for Environment  
Food & Rural Affairs

# Habitat Management and Monitoring Plan

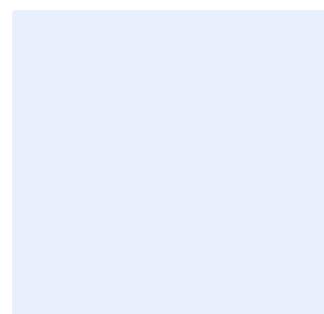
<b>Site Name:</b>	Kilman Down (Extension)
<b>Date:</b>	12/08/2025
<b>Version:</b>	V1.1



Author:



Client:



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## Version Control

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

Version	Issue Status	Prepared by / Date	Approved by / Date
V1	Changes required	TOE	
V1.1	Pending	TOE / 12/08/2025	

## Document Details

Provide ownership, copyright and licensing information within this table.

Authorship Details
This HMMP was written for the Henedd Estate by the Trust for Oxfordshire's Environment (TOE).
Trust for Oxfordshire's Environment
The Old Counting House
82e High Street
Wallingford
Oxfordshire
OX10 0BS

# 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

<b>Project type</b>	Habitat Bank
<b>Development Name and Address</b>	N/A
<b>BNG Project Name and Address</b>	Kilman Down Extension
<b>Author Organisation</b>	Trust for Oxfordshire's Environment (TOE)
<b>Landowner</b>	Edward Eyston
<b>Land Manager</b>	Julian Gold and successional farm managers
<b>Responsible person/organisation for creating or enhancing the habitat</b>	Julian Gold
<b>Period covered by this management plan</b>	2024 - 2056
<b>Planning authority</b>	Vale of the White Horse District Council
<b>Planning reference (if applicable)</b>	N/A
<b>BNG register reference (if applicable)</b>	
<b>Central OS grid reference</b>	SU 4583 4305
<b>Metric revision/title</b>	Statutory Metric
<b>Are any Irreplaceable Habitats present onsite</b>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

# Summary of Management Plan

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

This project is an extension of an existing Habitat Bank, managed by the same land manager. The habitats to be created are approximately 13.9 ha of chalk grassland and 1 hectare of mixed woodland.

## Timescales for Actions PB-B03

This project will be start in 2024 and finish in 2056, with the hope that the land will continue to be managed for biodiversity beyond this project.

## Monitoring Requirements PB-B04

The habitats will be monitored by competent ecologists every year for the first five years, and then once every five years for the remainder of the project.

This information will be collated into an annual report by the land manager and sent to TOE for evaluation for each year of the project.

## Required Consents and Licences PB-B05

No licenses or consents are required.

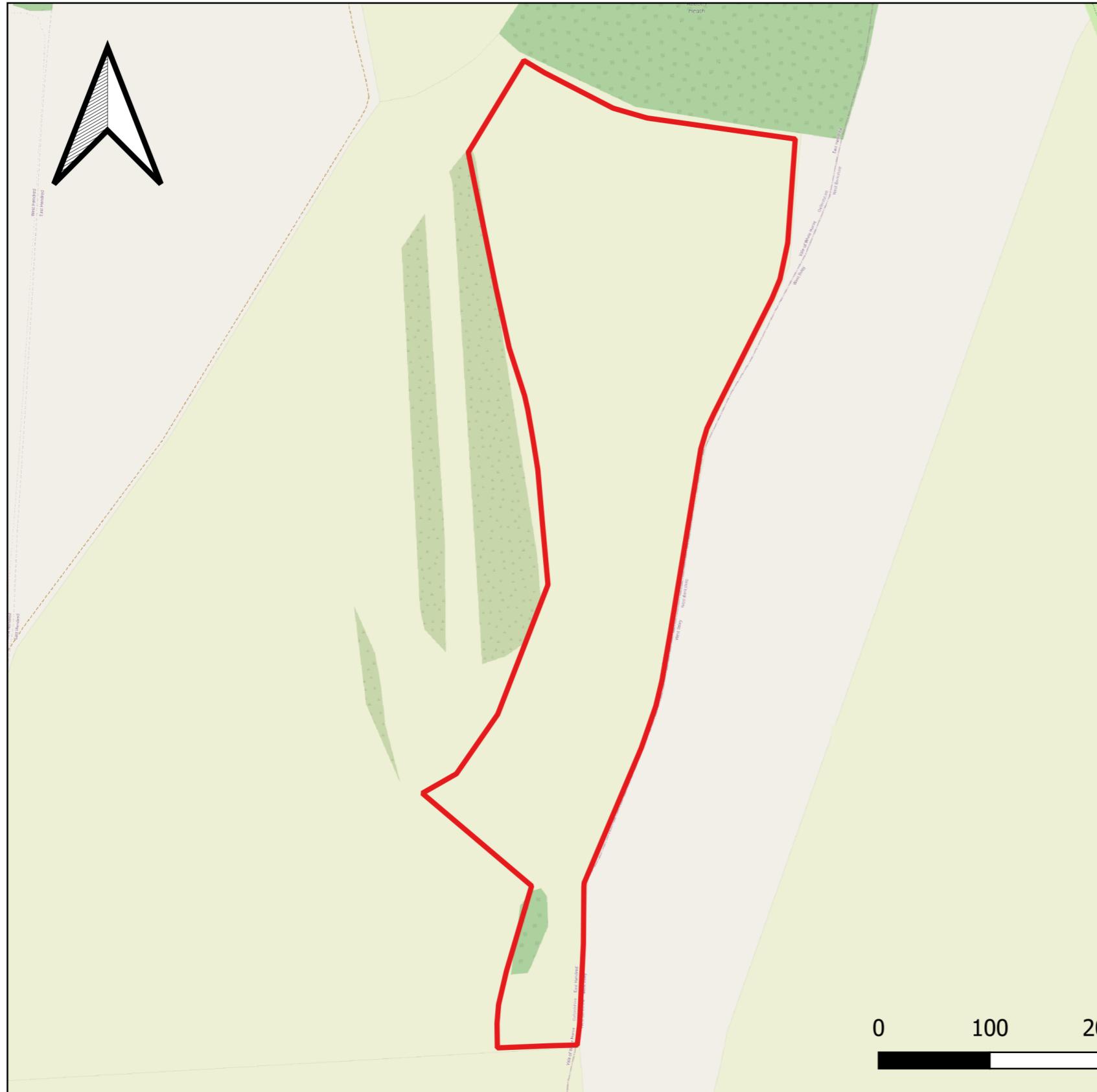
## Funding PB-B06

Funding will be provided through the sale of the biodiversity units generated by the project. As the broker, TOE will ensure that there are sufficient funds to ensure that the management activities prescribed in this HMMP take place.

## Legal Agreement PB-B07

The delivery of the prescriptions in this HMMP will be secured by two legal agreements: one between the landowner and the Vale of the White Horse District Council, in the form of an s106, and a second in the form of a landowner agreement between the landowner and TOE, mainly concerning the commercial aspects required to ensure that the works can be properly funded.

## Site Boundary Plan PB-F01



### Legend

- Site boundary

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## Site Context Plan PB-F02



## Legend

- Site boundary
- Kilman Down phase 1 (Existing)
- LPA boundaries
- Nature Recovery Network Core Zone
- Priority habitats
- Berkshire and Marlborough Downs National Character Area

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## Phasing strategy

Will the proposed work measures be delivered in phases? **PB-B08**

Yes:  No:

The project will not be delivered in phases.

All habitat creation works will take place in the first two years of the project. In the subsequent 30 years, the project will be monitored annually by qualified professionals to ensure the units set out in the metric are delivered on the ground. TOE will be responsible for organising the ecological surveys and reporting the results to Vale of the White Horse Council.

This HMMP is a site-wide management plan.

Trust for Oxfordshire's Environment has been at the forefront of Biodiversity Net Gain since 2018 and is considered a trusted and competent provider by the eNGO community, with a proven record both in BNG and other environmental projects. TOE has contributed to BNG policy development, commenting on all consultations, undertaking a Test and Trial project for Defra and collaborating with other BNG drivers such as the Wildlife Trusts and other LPA's. TOE is the secretariat for the county-wide Task and Finish Group to help address implementation issues and work towards a consistent approach to good practice at a county level. TOE continues its membership of the Natural England Market Advisory Group and reports key policy and guidance information back to the BNG Task and Finish Group.

The staff have relevant degree-level qualifications and up to 25 years of experience working with landowners to develop and implement land management and long-term land use change (such as Two Moors Threatened Butterfly Project, River for Life). TOE staff are supported by an Advisory Panel, a voluntary group of specialists who contribute to project design. Where outside expertise is required, TOE has a list of preferred ecologists to call on and outsourced legal and business advice. BNG staff have completed relevant training for the use of the Metric, and all work is reviewed by independent 3<sup>rd</sup> parties with CIEEM membership.

## 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	George Lewis			
Organisation	Trust for Oxfordshire's Environment			
Responsibility	Start Date:	Spring 2024	End Date:	Spring 2056

TOE is responsible for collating information from the relevant professionals (ecologists, contractors, etc) to produce this HMMP. Through ongoing consultation with these other professionals, and the landowners/land manager, the HMMP will be implemented. TOE is responsible for organising the ecological monitoring of the site and evaluating the annual reports from the project that are produced by the land manager.

Statement of Competency

### Landowner or Land Manager **PB-B10**

Name or Initials	Julian Gold (land manager)			
Organisation	Hendred Estates			
Responsibility	Start Date:	Spring 2024	End Date:	Spring 2056

The land manager (Julian Gold and his successors) will be responsible for all habitat creation and maintenance activities on the site.

## These responsibilities will include carrying out or overseeing:

- All habitat creation and enhancement work, either doing the work personally or using professional contractors
- Finding suitably competent contractors to undertake habitat creation works.
- Submitting annual reports to TOE for evaluation to ensure that the works detailed in this HMMP are producing the desired results. This will feed into the adaptive management strategy to alter the HMMP to suit on-site conditions.

The landowner must ensure that these activities are conducted in a way which is environmentally sensitive to the surrounding ecosystems and cultural landscape. Work is to be safely carried out by trained and competent individuals to maximise the benefits of this project for the environment and the local community.

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

Name or Initials				
Organisation		Vale of the White Horse District Council		
Responsibility	Start Date:	2024	End Date:	2056

Assess the application to set up this Habitat Bank.

Review and approve this HMMP.

Sign Planning condition to secure site and creation/management and monitoring for full term.

Register the BNG site on the land register.

Receive and assess the monitoring reports provided by TOE.

## Statement of Competency

Julian Gold is a farm Manager with over 30 years of experience and is particularly interested in Regenerative Agricultural systems and integrating food production with nature conservation.

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

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

## Statement of Competency

## Land Use Summary

### Overview of Baseline Site Use PB-B13

Area B in Figure 1: c.12.8 ha of the site is categorised as c1c7 Other cereal crops. The field is dominated by wheat *Triticum aestivum* with a small number of common native botanical species typical of arable fields located around the field boundaries including locally abundant barren brome *Anisantha sterilis* and fat hen *Chenopodium album* agg., alongside less frequent white campion *Silene latifolia*, small toadflax *Chaenorhinum minus*, black grass *Alopecurus myosuroides*, dove's-foot crane'sbill *Geranium molle* and fool's parsley *Aethusa cynapium*. A margin running along the west of the field has been planted with sweetcorn *Zea* sp potentially as a game cover crop. An 8m wide grass margin runs along the eastern boundary of the field categorised as c1a5 Arable field margins – tussocky. The sward supports abundant to locally abundant false oat-grass *Arrhenatherum elatius*, cock's-foot *Dactylis glomerata* and red fescue *Festuca rubra*.

### Overview of Proposed Site Use PB-B14

The proposed site will be managed to establish Other Neutral Grassland, with a small area of Lowland Calcareous Grassland to investigate the potential for Lowland Calcareous Grassland across the site.

### Site Context Photos PB-F03

Tick if additional photographs are provided in the Appendices  Reference: Click or tap here to enter text.



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

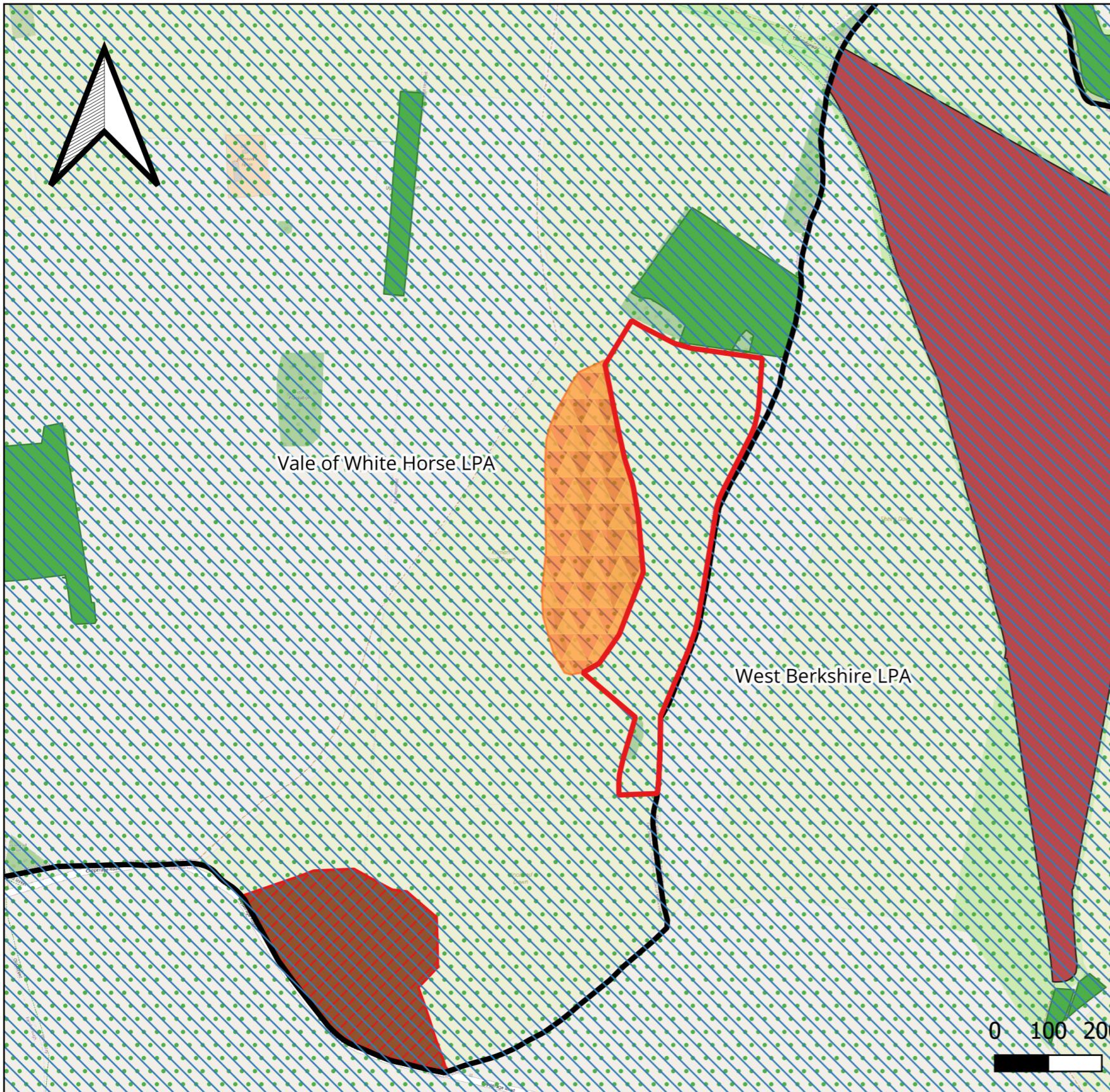
Baseline and Environmental Information	Prompts for when these may be relevant. This is not an exhaustive list. Use your professional judgement to determine which are required for your HMMP	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	Will your proposals lead to direct or indirect effects on designated sites?	<input checked="" type="checkbox"/>	<a href="#">See Designated Sites</a>
Protected and Notable Species	Does the presence or proximity of specific species on or near your site present any constraints or opportunities to project design or management?	<input checked="" type="checkbox"/>	<a href="#">Protected and notable species</a>
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?	<input type="checkbox"/>	No INNS were found onsite.
Biological Records Plan - Sites and Species	Does the presence of designated sites or specific species on or near the site present any constraints or opportunities to proposals?	<input checked="" type="checkbox"/>	<a href="#">Biological Records Plan</a>
Baseline Habitats Survey	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 href="#">See Appendix 1</a>
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	<input type="checkbox"/>	The site does not have public access and does not propose to allow public access.
Climate	Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement?	<input type="checkbox"/>	The changing global climate will likely affect the site as it will with habitats worldwide. However, because of the successful establishment of similar habitats nearby and the benefits of converting arable land back into a more natural state (which will help mitigate the impacts of climate change), the climate will not be included in this HMMP.
Geology and Topography	Any geological or topographical constraints or opportunities?	<input checked="" type="checkbox"/>	<a href="#">Geology and Topography</a>
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	<input type="checkbox"/>	The land has been used for cereal production but is the least productive land across the estate.
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	<input checked="" type="checkbox"/>	<a href="#">Soils and Substrates</a>
Contaminated Land	If there is any contaminated land, will this present any constraints?	<input type="checkbox"/>	The site does consist of any land that has been classified as contaminated in the Contaminated Land Register
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	<input type="checkbox"/>	The steep, sloping ground will help leach the soils of excess nutrients, increasing stress on plants and leading to a higher botanical diversity, which is what is desired at the site.
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	<input type="checkbox"/>	The site sits on top of an escarpment and is consequently categorised as Flood Zone 1, meaning it has a low probability of flooding from rivers and the sea, and therefore will not affect the proposed management tasks.
Landscape Character and Designations	Does the landscape character of the site present any constraints or opportunities?	<input checked="" type="checkbox"/>	<a href="#">Landscape Character and Designations</a>
Historic Land Use	Does the historic land use present any constraints or opportunities?	<input type="checkbox"/>	The site has historically been in arable cultivation, receiving regular inputs of artificial fertilisers. High soil nutrient levels hinder species-rich grassland creation. However, results from the soil analysis (see page 15) show that the soil nutrient levels are, or soon will be, at a level that is suitable for the proposed creation of lowland calcareous grasslands.
Historic Environment and Earth Heritage	Are there any historic environment designations? What are the implications for your plan?	<input type="checkbox"/>	There are no historic environment designations on the site or nearby that will be affected by the prescriptions in this management plan.
Other – please specify	Any other details - for example underground services or overhead powerlines, which may impact habitat management.	<input type="checkbox"/>	There are no underground services or overhead powerlines that will impact habitat management

## Baseline and Environmental Information

### Statutory and Non-Statutory Designated sites

Site Name	Designation	Distance from Project Site	Potential Impact from Project	Constraints and Opportunities for Project (BI-B02)
North Wessex Downs	National Landscape/AONB	Sites area and entire 2km buffer within designated site	Positive	<p>This project provides an opportunity to bring a further 14 hectares of land under nature-sensitive management in an area with a high density of statutory and non-statutory biological sites.</p> <p>A key issue for this landscape is the loss and fragmentation of chalk grassland (page 80 in <a href="#">Landscape-Character-Assessment-Full-report1.pdf</a> (<a href="http://northwessexdowns.org.uk">northwessexdowns.org.uk</a>)). This project will help to create chalk grassland: a key management requirement set out by the National Landscape Conservation Board. Around 9% of chalk grassland in the UK lies within the North Wessex Downs and supports nationally important populations of the early gentian, a scheduled protected species and one of Britain's few endemic plants. The hope is that this site will, in time, revert towards this level of biodiversity (given its chalk bedrock) and increase the area of this key habitat in a nationally important landscape.</p>
Big Chalk Area	Non-statutory	Sites area and entire 2km buffer within designated site	Positive	<p>Two non-statutory designated Local Wildlife sites nearby (Knollend Down and IIsley Bottom) are areas of established chalk grassland with patches of chalk scrub/woodland, supporting the prescriptions in this HMMP to create an additional chalk grassland in the area. The existing BNG project adjacent to the site was an area of mostly arable land that was sown with a chalk grassland seed mix in September 2022. After one year, results from the Year 1 site survey found that the habitat already passed the necessary condition assessment criteria to be classed as chalk grassland. The proximity of these sites gives us confidence that the same results are achievable at the proposed site.</p>
Cow Down/Bury Down	Proposed Local Wildlife Site	310m east of site	Positive	
Knollend Down	Local Wildlife Site	400m south west of site	Positive	
Isley Bottom	Local Wildlife Site	1300m west of site	Positive	
West Isley Bushes	Local Wildlife Site	2040m south east of site	Positive	

## Statutory and Non-Statutory Designated sites plan



## Legend

- Site boundary
- Kilman Down phase 1 (Existing)
- North Wessex Downs National Landscape
- LPA boundaries
- Nature Recovery Network Core Zone
- Local Wildlife Sites (Oxon)
- Priority habitats
- Local Wildlife Sites (Berks)
- Big Chalk Area

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**Protected and Notable Species (BI-T02)**

Species	Distance of Closest Record	Potential Impact from Project
Brown Hare	Seen on site regularly	Negligible
Linnet	Seen on site regularly	Positive
Yellowhammer	On site	Positive
Grey Partridge	On site	Positive
Small blue butterfly	680m west of site	Positive
Corn bunting	900m west of site	Positive
Lapwing	630m north of site	Positive

**Summary of Protected and Notable Species (BI-B03)****Constraints and Opportunities for Project (BI-B04)**

This project will play a vital role in nature's recovery in the area, specifically around chalk grassland restoration. This site will provide a biodiverse refuge for calcareous plants and the species that rely on them, improving connectivity in an arable-dominated landscape. The grasslands have been seeded with good-quality native seed mixes, containing calcareous indicator plant species such as agrimony, kidney vetch, salad burnet, quaking grass, and sheep's fescue. Having secured the funds for long-term management, we hope that this habitat will be able to support the wide variety of animals that rely on it: particularly invertebrates, such as Duke of Burgundy, Small- and Chalkhill blue butterflies, chalk carpet moths, bloody-nosed beetles, carder bees and phantom hoverflies, and also the birds and mammals that lurk higher up the food chain.

## Geology and Topography

### Geological Information (EI-B07)

The site sits on a Lewes Nodular Chalk Formation - Chalk. Sedimentary bedrock formed between 93.9 and 86.3 million years ago during the Cretaceous period, indicative of the North Wessex Downs and Chilterns AONB and the Ridgeway National Trail.

### Potential Impact to Scheme (EI-B08)

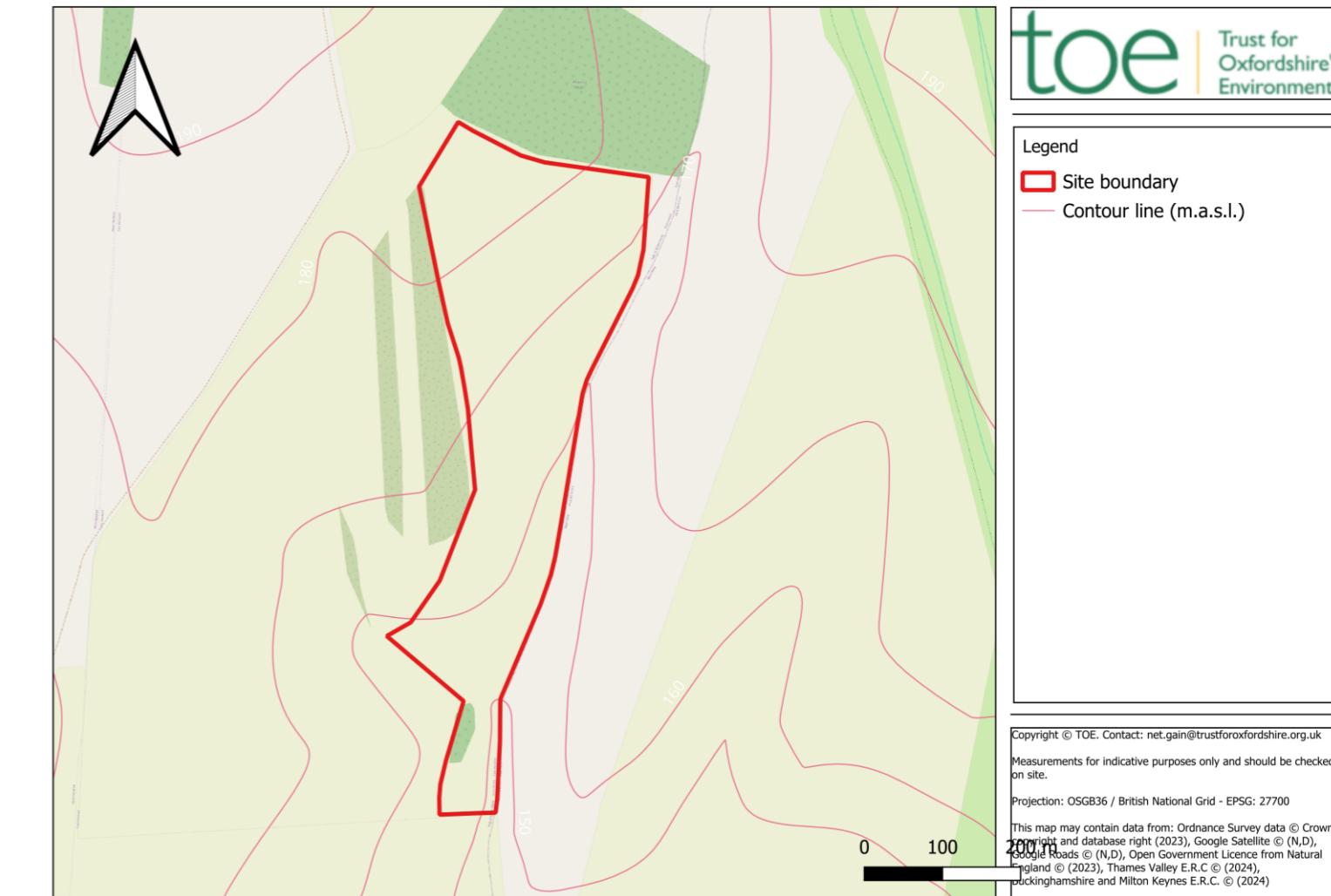
The chalk bedrock will help the establishment of lowland calcareous grassland. It will also support the creation of other calcareous grassland.

### Topography (EI-B09)

There is a reasonable gradient difference of about 30 metres from the northwest corner of the site to the south east corner (see image opposite)

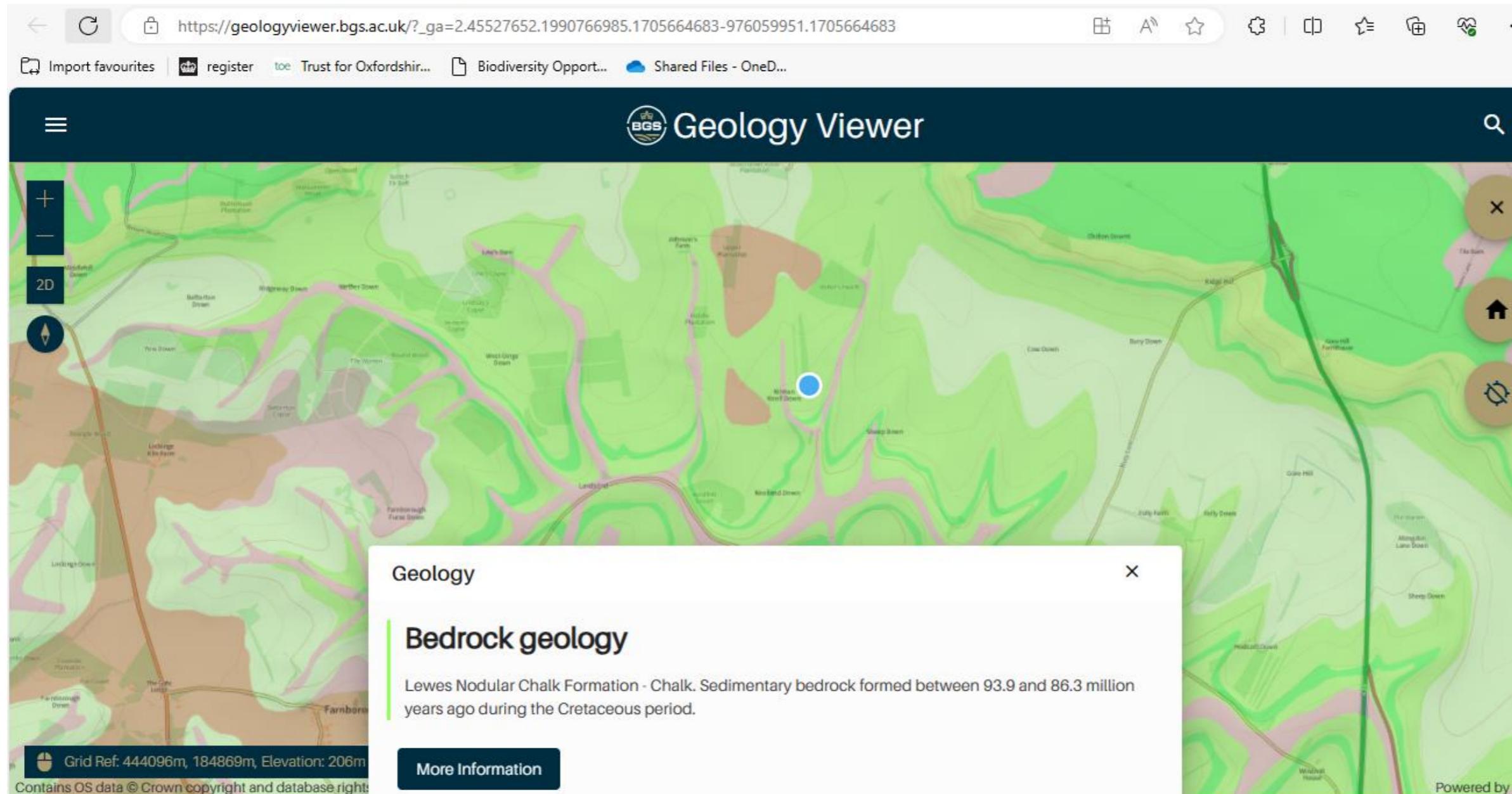
### Potential Impact to Scheme (EI-B10)

Very shallow and stony soil and sloping ground will help to leach excess nutrients from the soil. This will increase stress on plants leading to higher botanical diversity.



## Geology and Topography Plan (EI-F02)

The blue dot indicates the site location



## Soils and Substrates (EI-T02)

Parcel Refs	Soil Texture	pH	Nitrogen (N)	Phosphorous (P)	Potassium (K)
Area B	Silt loam	8.1	0.78%, (high)	28 mg/l (low index 3)	152 mg/l, (Index 2-)

A detailed soil analysis can be found in the baseline ecological survey attached in Appendix 1.

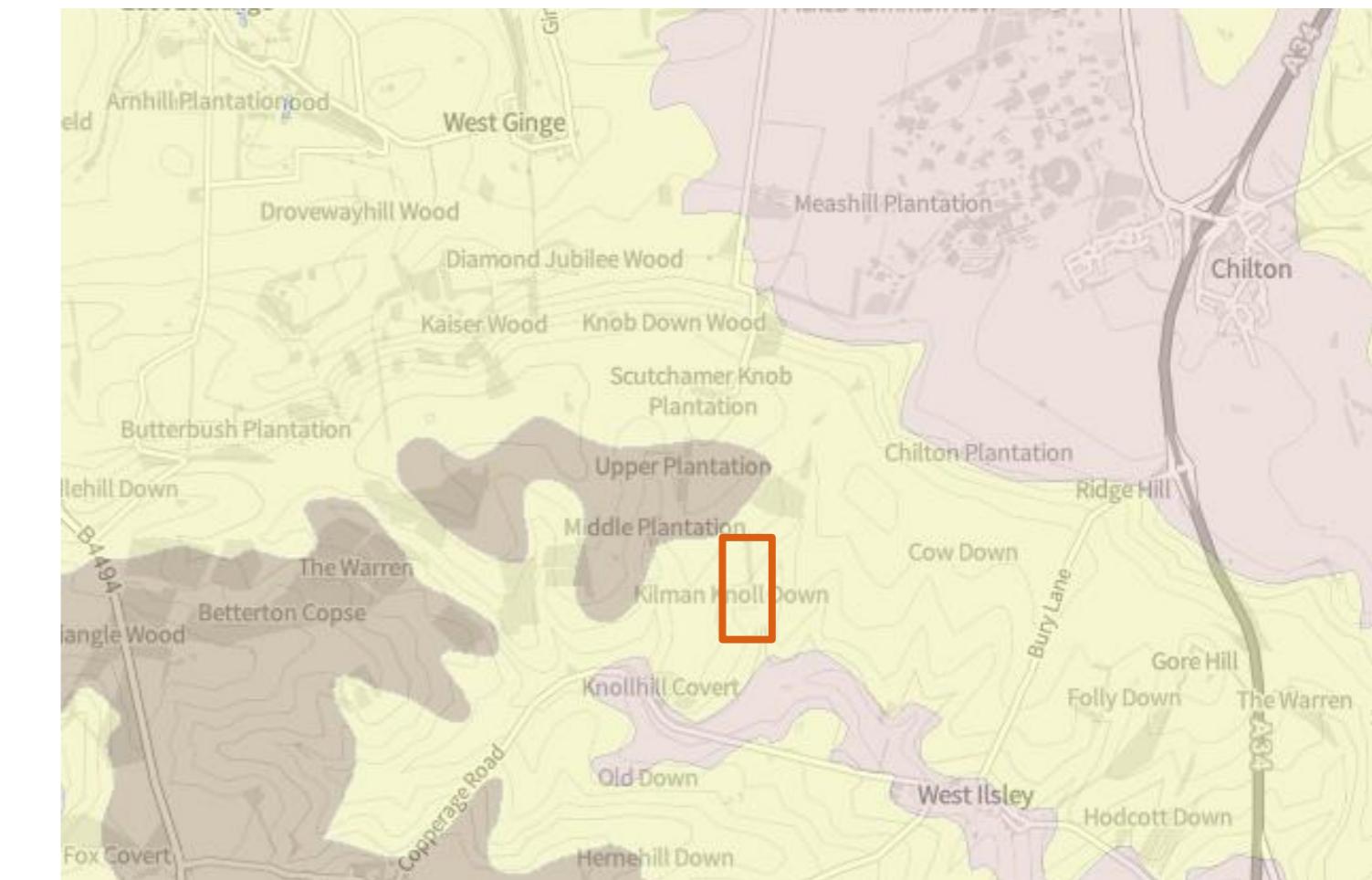
### Summary of Soils Information (EI-B13)

Although N, P and K levels are relatively high at present due to application of fertiliser in the past, these nutrients are likely to be leached out over time from the silty loam soil on sloping ground. The soils are very shallow and stony (chalk) which will help the establishment of lowland calcareous grassland. Nutrient stripping could be considered to reduce these nutrients prior to seeding to facilitate the creation of lowland calcareous grassland. Overall, the site is considered suitable for the creation of Other Neutral Grassland aiming towards lowland calcareous grassland.

### Potential Impact on Project (EI-B14)

Soil nutrient levels are marginally high at the moment but likely to be leached from the soil over time. Very shallow, stony, and sloping soils will help to counteract this by increasing stress on plants leading to higher botanical diversity.

## Soils and Substrate Plan (EI-F04)



- 1 - Saltmarsh soils
- 2 - Shallow very acid peaty soils over rock
- 3 - Shallow lime-rich soils over chalk or limestone
- 4 - Sand dune soils
- 5 - Freely draining lime-rich loamy soils
- 6 - Freely draining slightly acid loamy soils
- 7 - Freely draining slightly acid but base-rich soils
- 8 - Slightly acid loamy and clayey soils with impeded drainage

Site location: 3 – Shallow lime-rich soils over chalk and limestone

## Landscape Character and Designations

### Summary of Landscape Character and Designations (EI-B21)

The site is situated in the Blewbury Downs Landscape Character Area of the North Wessex Downs National Landscape.

The Blewbury Downs have a strong structural landform of rolling downland with gently rounded or flat-topped hills, intersected by dry valleys. A steep, deeply convoluted scarp cut through by dry valleys, forms the northern edge allowing long views out including to the development at Didcot on the AONB boundary. The downs are dominated by arable farmland, with little enclosure, apart from occasional post and wire fences creating a large-scale open landscape. In contrast the thin soils on the steep slopes of the escarpment are extremely important for the extent of unimproved flower-rich chalk grassland that they retain, including five sites designated as SSSI, supporting an important range of flora and fauna. In addition to the close-grazed chalk grassland, these steep slopes also contain a mosaic of chalk scrub, including juniper and small beech hangers and hazel coppice. Broadleaved woodland occurs in long sinuous blocks along the slopes. Isolated Bronze Age round barrows are highly visible along the scarp edge. Other prominent skyline features include an Iron Age hillfort on Blewburton Hill and a folly on Churn Hill.

### Potential Impact on Project (EI-B21)

A key issue for this landscape is the loss and fragmentation of chalk grassland (page 80 in [Landscape-Character-Assessment-Full-report1.pdf \(northwessexdowns.org.uk\)](https://northwessexdowns.org.uk)). This project will help to conserve and enhance the surviving chalk grassland habitats and create of characteristic chalk hanger woodlands: key management requirements set out by the AONB conservation board.

## Baseline Habitat Descriptions and Condition

### Habitats (BI-T04)

Parcel Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)
G1a	Other cereal crops – c17c	No	No	The field is dominated by wheat <i>Triticum aestivum</i> with a small number of common native botanical species typical of arable fields located around the field boundaries including locally abundant barren brome <i>Anisantha sterilis</i> and fat hen <i>Chenopodium album</i> agg., alongside less frequent white campion <i>Silene latifolia</i> , small toadflax <i>Chaenorhinum minus</i> , black grass <i>Alopecurus myosuroides</i> , dove's-foot crane'sbill <i>Geranium molle</i> and fool's parsley <i>Aethusa cynapium</i> . The habitat type c1c7 Other cereal crops are both categorised as cropland and therefore a condition assessment is not applicable.	N/A	7.22
G1b	Other cereal crops – c17c	No	No	The field is dominated by wheat <i>Triticum aestivum</i> with a small number of common native botanical species typical of arable fields located around the field boundaries including locally abundant barren brome <i>Anisantha sterilis</i> and fat hen <i>Chenopodium album</i> agg., alongside less frequent white campion <i>Silene latifolia</i> , small toadflax <i>Chaenorhinum minus</i> , black grass <i>Alopecurus myosuroides</i> , dove's-foot crane'sbill <i>Geranium molle</i> and fool's parsley <i>Aethusa cynapium</i> . The habitat type c1c7 Other cereal crops are both categorised as cropland and therefore a condition assessment is not applicable.	N/A	4.48
G1c	Other non-cereal crops c1d8	No	No	The sward supports abundant to locally abundant false oat-grass <i>Arrhenatherum elatius</i> , cock's-foot <i>Dactylis glomerata</i> and red fescue <i>festuca rebra</i> . <i>The habitat type c1d8 Other non-cereal crops are both categorised as cropland and therefore a condition assessment is not applicable.</i>	N/A	1.2
W1	Other woodland; mixed	No	No	The parcel is dominated by sycamore <i>Acer pseudo-platanus</i> (50 trees) and Corsican pine <i>Pinus nigra</i> (29), with 2 hawthorn <i>Crataegus monogyna</i> shrubs and 1 pedunculate oak <i>Quercus robur</i> . The understory is 95% stinging nettle <i>Urtica dioica</i> and 5% garlic mustard <i>Alliaria petiolata</i> .	Poor	0.15
W2	Other non-cereal crops	No	No	<i>The habitat type c1d8 Other non-cereal crops are both categorised as cropland and therefore a condition assessment is not applicable.</i>	N/A	0.81

## Baseline Habitats Plan (BI-F02)



## Legend

## Habitats Baseline

- Cereal crops
- Non-cereal crops
- Other woodland; mixed

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## Baseline Distinctiveness and Condition Plan (BI-F03)



**Legend**

**Baseline Habitat Condition**

- Poor**
- Condition Assessment N/A**

**Baseline Habitat Distinctiveness**

- Medium**
- Low**

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## 2. Planned Management Activities

### Management Plan Aims and Objectives PM-B01

The aim of this project is to extend an existing biodiversity net gain project. Works begun at the existing project (Kilman Down) in 2022 to restore approx. 5 ha of chalk grassland to predominantly arable land. Based on the ecological reports from the first year of the existing project, the habitat creation is developing well and justifies the proposed extension of the proposed project.

The aim of this project (Kilman Down Extension) is to achieve maximum gains for biodiversity within the farm and surrounding landscape.

This will be done by

- Reverting the arable land adjacent to the existing site from arable to chalk grassland (a priority habitat)
- Planting native, broadleaved tree species on arable land.

### Principles Informed by Design Stage

#### Design Principles Informed by Baseline Information PM-B02

The overreaching aim of this proposal is supported by the evidence of the successful creation of chalk grassland in the adjacent field. This gives the land manager, land owner, and LPA more confidence that the results are repeatable. The site is within Big Chalk Project area and North Wessex Downs AONB where chalk grassland is a priority habitat

The proposals are further supported by the following baseline information:

#### Geology:

The site sits on a Lewes Nodular Chalk Formation - Chalk. Sedimentary bedrock formed between 93.9 and 86.3 million years ago during the Cretaceous period, indicative of the North Wessex Downs and Chilterns AONB and the Ridgeway National Trail. The chalk bedrock will help the establishment of lowland calcareous grassland.

#### Soils:

Although N, P and K levels are relatively high at present due to the application of fertiliser in the past, these nutrients are likely to be leached out over time from the silty loam soil on sloping ground. The soils are very shallow and stony (chalk) which will help the establishment of lowland calcareous grassland.

## Habitat and Condition Targets PM-T01

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets
Cereal crops	g2c Other calcareous grassland	G1a	N/A	Moderate	10	Moderate condition will be targeted by achieving a pass of between 3 and 4 criteria from criteria A, B, C, D and E. Passing criterion A is essential.
Cereal crops	g2a Lowland calcareous grassland	G1b	N/A	Moderate	10	Moderate condition will be targeted by achieving a pass of between 3 and 4 criteria from criteria A, B, C, D and E. Passing criterion A is essential.
Non-cereal crops	g2c Other calcareous grassland	G1c	N/A	Moderate	10	Moderate condition will be targeted by achieving a pass of between 3 and 4 criteria from criteria A, B, C, D and E. Passing criterion A is essential.
Other woodland; mixed	w1g Other woodland; broadleaved	W1	Poor	Moderate	15	Moderate condition will be achieved by scoring between 26 and 32 in the relevant condition assessment sheets.
Non-cereal crops	w1g Other woodland; broadleaved	W2	N/A	Moderate	15	Moderate condition will be achieved by scoring between 26 and 32 in the relevant condition assessment sheets.

## Habitat Retention

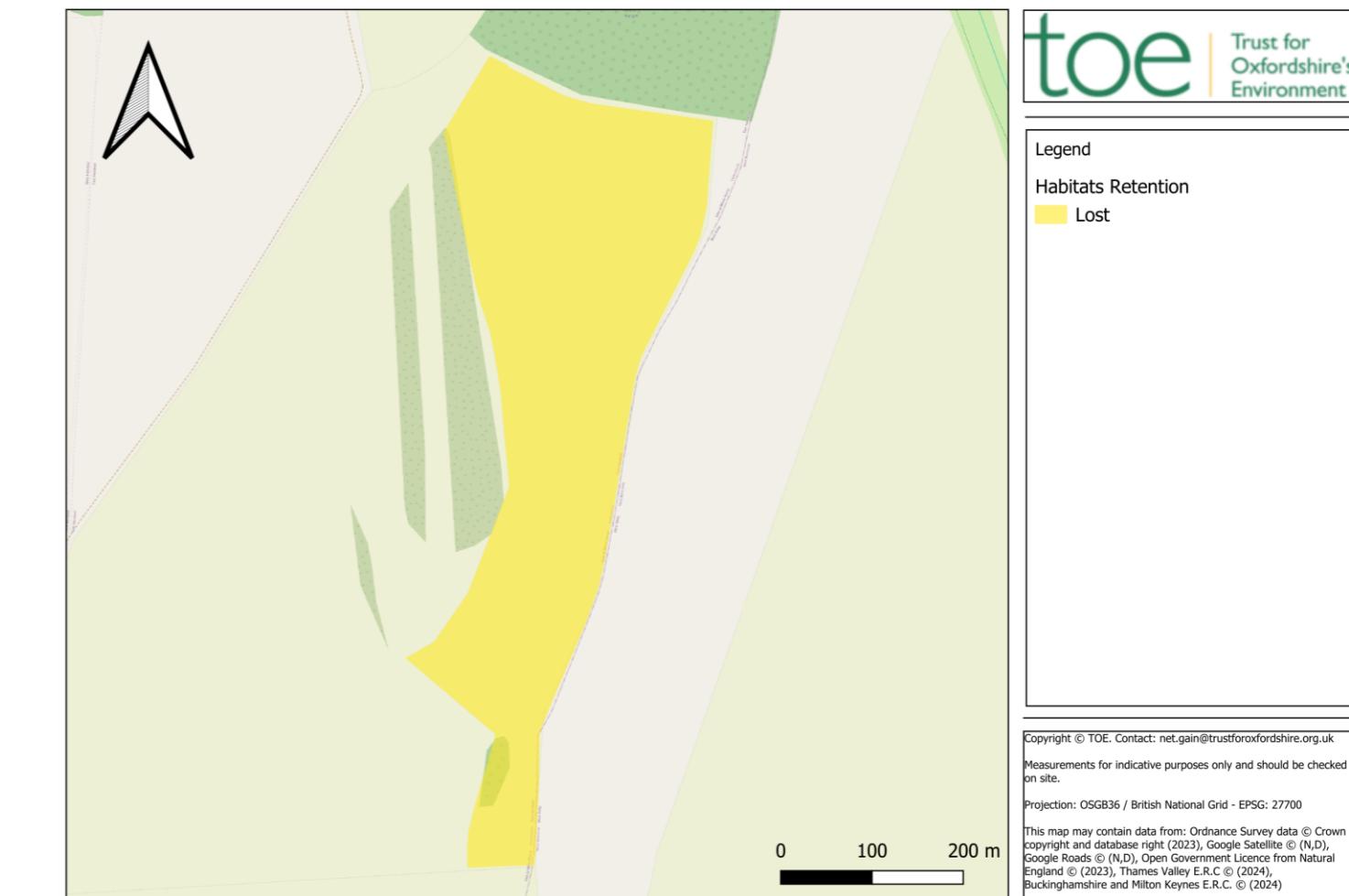
### Measures to be Implemented to Protect Retained Habitats PM-03

No habitats will be retained in their baseline condition.

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

## 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 HHMP. Include parcel references if needed. Tick box if any additional plans are provided in the Appendices  . Reference: [Click or tap here to enter text.](#)



## Target Habitats Plan

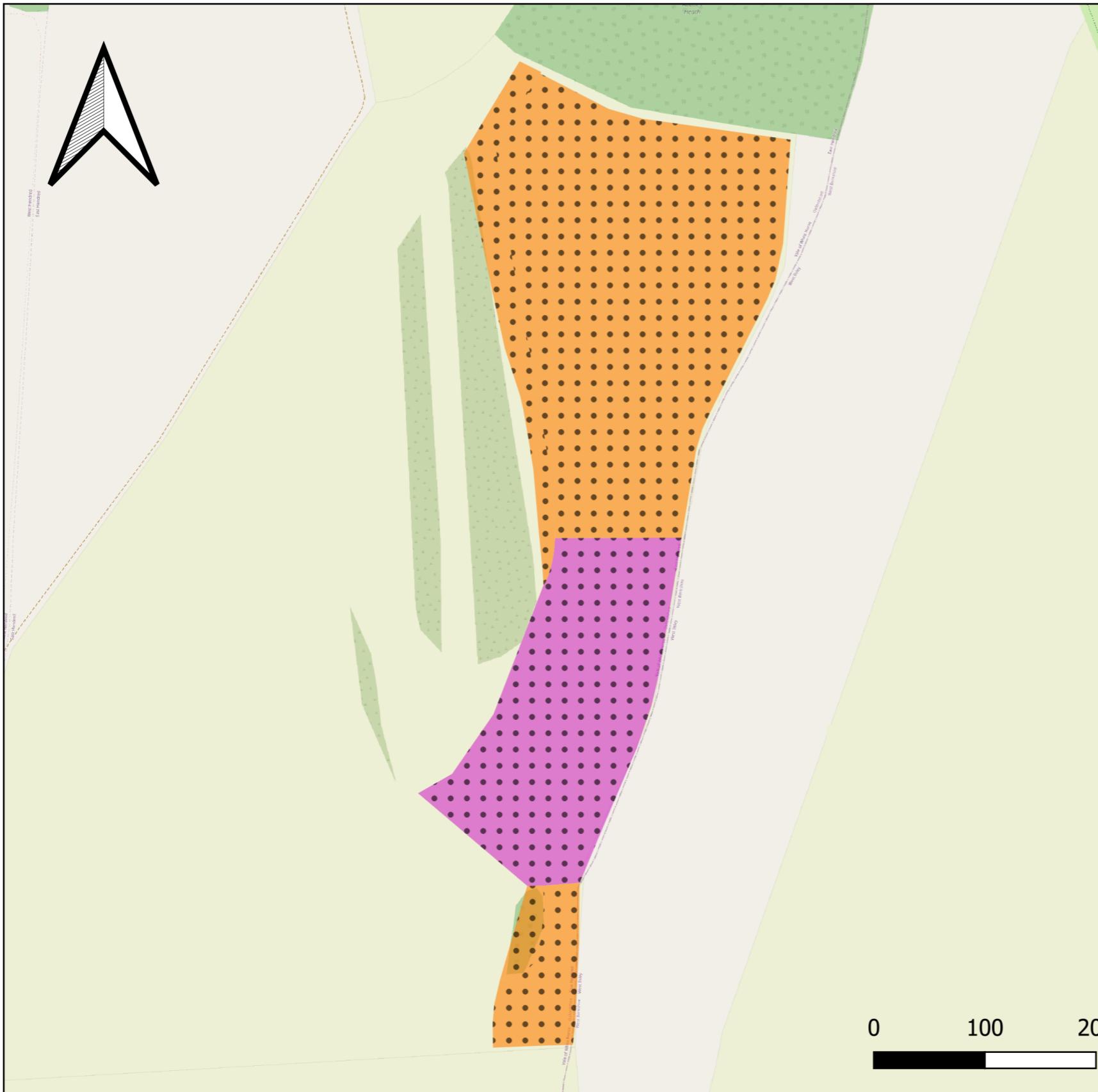


### Legend

- Lowland calcareous grassland
- Other neutral grassland
- Other woodland; broadleaved

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# Target Habitats Condition and Distinctiveness Plan



## Legend

### Proposed Habitats Condition

••• Moderate

### Proposed Habitats Distinctiveness

■ High

■ Medium

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## Creation, Enhancement and Management Targets and Prescriptions

### Lowland calcareous grassland and Other Neutral Grassland

#### Creation timeline

Parcel	Creation task	Frequency	Ja	F	M	A	Ma	Ju	J	Au	S	O	N	D
G1a, G1b, and G1c	Cultivate soil/create stale seed bed	Once (timing is weather and donor site dependent)			X	X				X	X			
G1a, G1b, and G1c	Sow wildflower seed mix	Once (timing is weather and donor site dependent)			X	X				X	X			
G1a, G1b, and G1c	Roll fields to ensure seeds make contact with soil	Once (after sowing)				X					X			
G1a, G1b, and G1c	Top if perennial weeds/grasses have grown too vigorously over winter	As required (could be two or three times in the first year)			X	X	X	X	X					
G1a, G1b, and G1c	Manage as a hay meadow for first 5 years. Cut to 150 mm. Leave cut material in situ for a week to drop seeds.	Once								X	X			
G1a, G1b, and G1c	Light grazing, removing livestock if poaching levels exceed 20%	As required	X	X							X	X	X	X

## Creation Prescriptions (GH-B01)

Existing arable land

Activity 1) Source suitable chalk (calcareous) grassland seed mix. The composition will depend on existing soil fertility.

- Possible seed sources: Emorsgate seeds, Charles Flower Seeds, Cotswold Seeds

Activity 2) Prep ground in August for sowing.

- Create a stale seed bed.
- Plough to bury the surface vegetation, harrow or rake to produce medium tilth, and roll to produce a firm surface.
- Sow or drill the wildflower/grass seed mix at a rate of **20kg per hectare**.
  - If the seed is mixed with kiln-dried sand it improves the flow of seed through the spreader and sown. Up to four passes of the spreader may be required to ensure good distribution of the seed. The field will then be rolled with to ensure good contact with the soil.

Activity 3) Top the grass and remove the arisings in May to knock back grasses and unwanted plants, such as thistles and docks.

- **This may need several cuts in its first few years.** The cutting regime will need to take account of annuals such as yellow rattle. Yellow rattle tends to be a short plant (max 15cm). Inspect the field before topping and adjust cutting height.
- For thistle control, cut **just** before they seed. This is usually between June and early July.

## Management timeline: Years 2-32

Habitat	Management task	Frequency	Ja	F	M	A	Ma	Ju	J	Au	S	O	N	D
Grassland	If managing as a hay meadow, remove livestock during these months and allow grass to grow. Cut to 150 mm. Leave cut material in situ for a week to drop seeds. Rake and remove arisings from the site.	Once per year					x	x	x	x				
	If not managing as a hay meadow, continue to graze livestock, ensuring most of the sward (70-80%) is between 5-15cm tall.	On-going					x	x	x	x				
	Invasive species/dominant perennial weeds removed by topping/spot spraying	As required annually					x							
	Light winter grazing, removing livestock if poaching levels exceed 20%		x	x							x	x	x	x
Supplementary reseeding (if required)														
	Cut (to 50mm) and remove grass and/or graze livestock	Once							x	x				
	Option 1: Spread green hay	Once (timing is method and weather dependent)								x	x			
	Option 2: Sow wildflower seed mix	Once (timing is method and weather dependent)								x	x			
	Roll fields to ensure seeds make contact with soil	Once (after sowing)								x	x			
	Graze with livestock, removing livestock if poaching levels exceed 20%	After sowing and/or annual hay cut	x	x	x	x				x	x	x	x	x

## Ongoing management prescriptions

### 1) Manage as a hay meadow:

- Cut between late July and mid-September. The later you leave it, the more plants will get a chance to set seed.
- Leave 10% uncut to create a diverse sward height. Rotate the area left uncut every two years.
- Reintroduce livestock in mid-August or after the hay cut is taken. If livestock grazing is required, gently grazing with about 0.5 livestock units per hectare will happen from the first cut until March the next year.
  - The livestock will be taken off when the ground gets too waterlogged or if more than 20% of the area shows signs of poaching. This stocking level is suggested to begin with, but it can change based on onsite conditions.

### 2) From year 10 onward: If results from botanical monitoring suggest that additional seed should be added to meet the habitat condition criteria A, do this in the Spring or Autumn, depending on seed/green hay availability.

- Prior to seeding, take a hay cut to 50mm, followed by aftermath grazing (sheep or cattle) to minimize sward height.
- Create 50-75% bare ground using a disc or power harrow.

#### Sowing using seed mixture between late July and early September

- Sow using British native-origin wildflower seed at a rate of **7.5 kg/ha**. A suitable seed mix should be used, one which includes Yellow rattle (yellow rattle competes with grasses and helps less-dominant wildflower species establish).
- Sow or drill the seed.
- To help the seeds grow, they need contact with the soil. If sowing, roll the field right after spreading the seed or by letting livestock, especially cattle, graze the area.
- Continue grazing over autumn to keep grass sward low and increase germination rates.

Green hay should only be taken once every three years from donor grassland. Taking it more often may start to remove too much seed-rain from the field and it may become impoverished. The donor grassland should be treated as normal during the intervening years to maintain the wildflowers and grasses. It's important to carefully record the species composition of the donor grassland to assess whether or not the transplant has been a success.

Green hay is a great way to maintain the local character of wildflower grasslands and boost wildflowers in fields with few species. However, a drawback is that early blooming plants might have already dispersed seeds, and late-blooming ones might still be flowering when the green hay is collected. This can lead to missing these plants, potentially requiring extra efforts to enhance specific wildflowers later on. If the species mix needs to be increased, taking hay cuts from the donor field at different times of the year can help this (i.e., later spring or late summer).

- The process of cutting, transporting and spreading green hay needs to be undertaken in under half a day, ideally 3 hours. Green hay heats up quickly when baled and can cause the seeds to die.
- Spread green hay (using a mulch spreader or forks).

- Introduce livestock or roll the spread hay to ensure seeds contact bare earth.

## Measures to reach condition

Target Habitat			g1c Lowland calcareous and g2c Other calcareous grassland			
Condition Assessment Criteria		Targeted	Relevant Parcels	Creation Approach	Enhancement Approach	Management Approach
A The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type. <b>Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.</b>		Yes	G1a, G1b, and G1c	Prepare seed bed by cultivating soil. Sow native wildflower mix.		Monitor progress. Reseed as necessary. Do not add fertilisers to the land. Remove competitive weeds.
B Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.		Yes	G1a, G1b, and G1c		Graze with cattle/sheep in autumn, monitoring sward heights	Graze every year once creation completed.  To not cause overgrazing. Stock to be removed if sward height becomes too low (most of the sward is less than 5cm).  Graze with cattle in spring and autumn, as conditional allows monitoring sward heights
C Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.		Yes	G1a, G1b, and G1c	Habitat to be created on bare ground.		Introduce livestock to create bare ground.  Do not graze as to cause large areas of bare ground. Remove stock if ground too wet or being damaged.  Do not supplementary feed.
D Cover of bracken <i>Pteridium aquilinum</i> less than 20% and cover of scrub (including bramble) less than 5%.		Yes	G1a, G1b, and G1c		Remove areas of bracken if they occur, by cutting and removing.  Monitor scrub creation to ensure no encroachment into grassland area.	Do not allow bracken and scrub to encroach onto the site.
E Combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging activities) accounts for less than 5% of total area.		Yes	G1a, G1b, and G1c		Annual Rapid Assessments (RAs) to be carried out on condition of grassland vegetation by independent party – adjust management regime as required (weed control, grazing numbers, etc)	Limit impact of human disturbance wherever possible.  Remove invasive non-native species correctly every year.

Target Habitat			g1c Lowland calcareous and g2c Other calcareous grassland			
Condition Assessment Criteria		Targeted	Relevant Parcels	Creation Approach	Enhancement Approach	Management Approach
If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.						
F There are 10 or more vascular plant species per m <sup>2</sup> present, including forbs that are characteristic of the habitat type. <b>Note – this criterion is essential for achieving Good condition for non-acid grassland types only.</b>		No	G1a, G1b, and G1c		Surveys to be undertaken at set times	Follow all prescriptions and meet milestones

## Woodland creation

A new woodland will be planted at the southern end of the site, adjacent to an existing woodland. The site will be fenced to exclude deer and other herbivores.

### Creation and management timeline: Year 1+

Enhancement task	Parcel	Frequency	Ja	F	M	A	Ma	Ju	J	Au	S	O	N	D
<b>Fell 10 of the weaker sycamores. Leave the existing pines, hawthorns and oak.</b>	W1	Once											x	x
<b>Fence to protect from grazing, including gates to allow access for management and light grazing in future</b>	W1 and W2	Once, replace as required.	x											x
<b>Plant tree / shrub whips</b>	W1 and W2	Years 1-5	x	x	x								x	x
<b>Weed</b>	W1 and W2	Years 1-3				x	x	x						
<b>Clearance/thinning</b>	W1 and W2	Every 5 years	x								x	x	x	x
<b>Deer/squirrel control</b>	W1 and W2	As required	x	x	x	x								

### Winter 2024-2025

Remove 10 of the weaker existing sycamores. This can either be done by felling or girdling. Girdling some trees will leave standing dead wood in the parcel which is beneficial to a host of wildlife species. A high number of sycamore seedlings were found in the surrounding arable land and excessive seeding could be detrimental to the planned grassland and woodland restoration so removing some of the existing trees will reduce the available seed bank.

The area will be fenced to reduce herbivore damage.

Tree planting will take place during the winter months. The trees will be planted as whips and protected with canes and spirals.

Plant at least five different tree species and some shrub species, all of which are native and most of which are broadleaved. A species list can be found in Appendix 2.

- Yew (*Taxus baccata*) is tolerant of alkaline soils and could be planted occasionally
- Blackthorn should not be planted on the edge of the new woodland facing the grassland restoration as it can spread prolifically through root runners.

Plant tree species in groups (at least 10 plants) to reduce the competition that faster-growing species (e.g., cherries and birches) will exert on the slower-growing species (e.g., oaks and beeches).

Plant two rows of mainly shrub species around the edge of the woodland as well as some through the woodland to create an understory.

## **Winter 2025-2026**

Assess the establishment of the newly planted trees and beat up any failures.

Control weeds for the first 3 years.

Years 2-30 after final habitat creation year:

Rapid Assessment's (RA) to be carried out to assess establishment success, natural regeneration rates, and competition (weeds) problems feedback loop to management created to control for any issues arising.

## **Ongoing management prescriptions**

If the sycamore seedlings from the existing mature trees start to dominate and outcompete the planted native species, remove them using an appropriate method (thinning/spraying).

Every five years, create/maintain a diverse woodland structure. To help trees and shrubs grow better and make room for ground plants, use methods like thinning, coppicing, and pollarding. It's suggested to work on only 5% of trees at a time using these techniques. Focus on semi-mature trees for management, keeping those with the potential to become mature trees. Also, any trees showing signs of decay will be kept providing standing deadwood. Light livestock grazing will be used to maintain open patches of ground to encourage herbaceous growth on the woodland floor.

Cut wood will be retained to add decaying wood habitat.

## **Ground flora**

Difficult to achieve. Manage woodland for the tree species found naturally in Beech woodlands in the area. Consider sowing woodland seed mix containing Field layer with *Deschampsia flexuosa*, *Vaccinium myrtillus* or *Calluna vulgaris*. Ground flora may be sparse if the tree canopy is very dense.

## Deer/squirrel control

- Assess deer and/or squirrel damage levels twice per year.
  - If most of newly planted trees are showing signs of deer damage (bark stripping or buds being nipped), consider lethal control using a professional contractor.
  - If >25% of the mature trees are showing signs of bark stripping from squirrels, consider control methods (live trapping, spring trapping, shooting), carried out by a professional.

## Measures to reach condition

Indicator	Good (3 points)	Moderate (2 points)	Poor (1 point)	Targeted?	Enhancement measures	Milestones	Prescriptions for management for 30 years
Age distribution of trees	Three age-classes <sup>1</sup> present.	Two age-classes <sup>1</sup> present.	One age-class <sup>1</sup> present.	Yes		All initial planting will be completed by March 2025.	Repeat the process at year 10 or 15 to encourage age distribution of trees, depending on the success of the initial planting.
Wild, domestic and feral herbivore damage	No significant browsing damage evident in woodland <sup>2</sup> .	Evidence of significant browsing pressure is present in 40% or less of whole woodland <sup>2</sup> .	Evidence of significant browsing pressure is present in 40% or more of whole woodland <sup>2</sup> .	Yes		Year 10	Ensure fencing is not damaged: replace where necessary.
Invasive plant species	No invasive species <sup>3</sup> present in woodland.	Rhododendron <i>ponticum</i> or cherry laurel <i>Prunus laurocerasus</i> not present, other invasive species <sup>3</sup> <10% cover.	Rhododendron or cherry laurel present, or other invasive species <sup>3</sup> >10% cover.	Yes			Monitor invasive species presence. If cover exceeds 10%, consider control options. Mechanical control is a strong preference over chemical control. If chemical control is required, herbicides should be applied by a qualified operator, taking the necessary precautions when applying near the watercourse and sensitive fen habitat.

Indicator	Good (3 points)	Moderate (2 points)	Poor (1 point)	Targeted?	Enhancement measures	Milestones	Prescriptions for management for 30 years
<b>Number of native tree species</b>	Five or more native tree or shrub species <sup>4</sup> found across woodland parcel.	Three to four native tree or shrub species <sup>4</sup> found across woodland parcel.	Two or less native tree or shrub species <sup>4</sup> across woodland parcel.	Yes	Only plant native species. Species of woody shrubs should also be included in the planting scheme to increase structural complexity.	Initial planting completed by spring 2025.	Ensure there are consistently healthy populations of 3 – 4 native tree species and plant native species where necessary.
<b>Cover of native tree and shrub species</b>	>80% of canopy trees and >80% of understory shrubs are native <sup>5</sup> .	50 - 80% of canopy trees and 50 - 80% of understory shrubs are native <sup>5</sup> .	<50% of canopy trees and <50% of understory shrubs are native <sup>5</sup> .	Yes		Initial planting will be completed by spring 2025.	Monitor changes in canopy cover and species composition. If native species number forming the canopy drops below 50%, thin non-native species and replant with native species.
<b>Open space within woodland</b>	10 - 20% of woodland has areas of temporary open space <sup>6</sup> . Unless woodland is <10ha, in which case 0 - 20% temporary open space is permitted <sup>7</sup> .	10 - 20% of woodland has areas of temporary open space <sup>6</sup> . Unless woodland is <10ha, in which case 0 - 20% temporary open space is permitted <sup>7</sup> .	<10% or >40% of woodland has areas of temporary open space <sup>6</sup> . But if woodland <10ha has <10% temporary open space, please see Good category <sup>7</sup> .	Yes		Year 10	Introduce livestock/use mechanical means to maintain open space in the woodland.
<b>Woodland regeneration</b>	All three classes present in woodland <sup>8</sup> ; trees 4 - 7 cm Diameter at Breast Height (DBH), saplings and seedlings or advanced coppice regrowth.	One or two classes only present in woodland <sup>8</sup> .	No classes or coppice regrowth present in woodland <sup>8</sup> .	Yes	Coppice (e.g., hazel, ash, alder, elder species) to encourage bushy regrowth.	Year 10	Herbivore pressure will hinder natural regeneration. Maintain fences.
<b>Tree health</b>	Tree mortality less than 10%, no pests or diseases and no crown dieback <sup>9</sup> .	11% to 25% mortality and/or crown dieback or low-risk pest or disease present <sup>9</sup> .	Greater than 25% tree mortality and/or any high-risk pest or disease present <sup>9</sup> .	Yes			Monitor crown dieback and overall tree health. If any felling is required, leave deadwood in situ.

Indicator	Good (3 points)	Moderate (2 points)	Poor (1 point)	Targeted?	Enhancement measures	Milestones	Prescriptions for management for 30 years
Vegetation and ground flora	Recognisable NVC plant community <sup>10</sup> at ground layer present, strongly characterised by ancient woodland flora specialists.	Recognisable woodland NVC plant community <sup>10</sup> at ground layer present.	No recognisable woodland NVC plant community <sup>10</sup> at ground layer present.	No			Difficult to achieve. Manage woodland for the tree species found naturally in Beech woodlands in the area. Consider sowing woodland seed mix containing Field layer with Deschampsia flexuosa, Vaccinium myrtillus or Calluna vulgaris. May be sparse if beech canopy is very dense.
Woodland vertical structure	Three or more storeys across all survey plots or a complex woodland <sup>11</sup> .	Two storeys across all survey plots <sup>11</sup> .	One or less storey across all survey plots <sup>11</sup> .	Yes	Plant, in natural clusters, native species to diversify the vertical structure. Include shrub species, such as holly <i>Ilex aquifolium</i> ,		
Veteran trees	Two or more veteran trees <sup>12</sup> per hectare.	One veteran tree <sup>12</sup> per hectare.	No veteran trees <sup>12</sup> present in woodland.	No	One or two trees with veteran potential to be identified within the plot. The tree should be chosen based on its species, DBH, and the presence of interesting features <a href="#">Veteran Trees: A guide to good management - IN13 (naturalengland.org.uk)</a> . IF a suitable tree can be identified, manage tree for veteran qualities. Consider Halo-thinning, premature ringing of limbs.	Identification and management to occur in winter 2024/25. Monitoring at the 10-year mark	Adaptive management based on how the selected tree responds to treatment.
Amount of deadwood	50% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and/or stems, branch stubs and stumps, or an abundance of small cavities <sup>13</sup> .	Between 25% and 50% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and/or stems, stubs and stumps, or an abundance of small cavities <sup>13</sup> .	Less than 25% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and/or stems, stubs and stumps, or an abundance of small cavities <sup>13</sup> .	Yes	The aim is to get different types of deadwood to accumulate within the plot. Any arisings from initial thinning works to remain in the plot. Creation of brash piles, long piles, and windrows where possible. Standing dead wood to be left alone and <b>not</b> be felled.	Monitor at the 5-year mark. If dead wood is not present in multiple forms in at least 25% of the parcel at this stage, consider ringing or felling to achieve this.	

Indicator	Good (3 points)	Moderate (2 points)	Poor (1 point)	Targeted?	Enhancement measures	Milestones	Prescriptions for management for 30 years
<b>Woodland disturbance</b>	No nutrient enrichment or damaged ground evident <sup>14</sup> .	Less than 1 hectare in total of nutrient enrichment across woodland area and more than 20% of woodland area has damaged ground <sup>14</sup> .	More than 1 hectare of nutrient enrichment and or more than 20% of woodland area has damaged ground <sup>14</sup> .	Yes	Where the ground is damaged, reduce livestock access.	Year 5, 10, 15, 20, 25, 30	Nutrient enrichment can occur when there is a buildup of feces in an area. Exclude livestock, particularly cattle, from the area if possible to help reduce this.

### Footnotes

Footnotes below refer to the EWBG woodland condition assessment details: EWBG (No date). *Assessing your Woodland's Condition* [online]. Available from: [Woodland Wildlife Toolkit \(sylva.org.uk\)](http://Woodland Wildlife Toolkit (sylva.org.uk))

The woodland condition assessment survey methodology is outlined in the EWBG toolkit. However the criteria on this sheet are those specific to the Statutory Biodiversity Metric and must be used when assessing woodland condition.

**Footnote 1** - See EWBG method INDICATOR 1 for more information. If tree species is not a birch *Betula* sp., cherry *Prunus* sp. or *Sorbus* sp.: 0 – 20 years (Young); 21 - 150 years (Intermediate); and >150 years (Old). For birch, cherry or *Sorbus* species; 0 - 20 years = Young; 21 - 60 years =Intermediate; >60 years = Old. A recognisable age-class should be a consistent recognisable layer across the woodland or stand being assessed. Presence of a few saplings would not indicate that the woodland has an 'age-class' of young trees.

**Footnote 2** - See EWBG method INDICATOR 2 for more information. Browsing pressure is considered to be significant where >20% of vegetation visible within each survey plot shows damage from any type of browsing pressure listed.

**Footnote 3** - See EWBG method INDICATOR 3 for more information. Assess this for each distinct habitat parcel. If the distribution of invasive non-native species varies across the habitat, split into parcels accordingly.

Check for the presence of all plant species listed on Schedule 9 of the Wildlife and Countryside Act 1981 (as amended), particularly the following invasive non-native species: American skunk cabbage *Lysichiton americanus*; Himalayan balsam *Impatiens glandulifera*; Japanese knotweed *Reynoutria japonica*; cherry laurel *Prunus laurocerasus*; shallon *Gaultheria shallon*; snowberry *Symporicarpos albus*; variegated yellow archangel *Lamiastrum galeobdolon* subsp. *argentatum*; rhododendron *Rhododendron ponticum*; and tree-of-heaven *Ailanthus altissima*.

**Footnote 4** - See EWBG method INDICATOR 4 and Table 2 for more information. The number of different native tree or shrub species including young trees and shrubs. A list of commonly found native tree and shrub species is provided in Table 2. Not all species listed are native to all parts of the UK. Note a list of commonly found non-native tree species are also included and should be recorded if present.

**Footnote 5** - See EWBG method INDICATOR 5 and for more information. The abundance of native tree species in upper (>5 m) and understorey (up to 5 m) layers including young trees and shrubs.

**Footnote 6** - See EWBG method INDICATOR 6 for more information. Open space within woodland in this context is temporary open space in which trees can be expected to regenerate (for example, glades, rides, footpaths, areas of clear-fell). This differs from permanent open space where tree regeneration is not possible or desirable (for example, tarmac, buildings, rivers). Area is at least 10 m wide with less than 20% covered by shrubs or trees.

**Footnote 7** – Given the increased ratio of edge habitat to woodland where the woodland is <10ha.

**Footnote 8** - See EWBG method INDICATOR 8 for more information. This indicator measures regeneration potential of the woodland by considering three classes: seedlings; saplings; and young trees of 4-7 cm DBH. All three classes would fall in the 'young' category of the 'age distribution of trees' indicator, but the regeneration indicator gathers additional information by considering regeneration potential - if seedlings, saplings and young trees are all present that means natural regeneration processes are happening.

**Footnote 9** - See EWBG method INDICATOR 9 for more information and Table 3 for a list of diseases and pests and their risk level.

**Footnote 10** - See EWBG method INDICATOR 10 directing to NVC key for more information. The 'UKHab to NVC translation table' in the UK Habitat Classification resources may also be useful to assess this.

**Footnote 11** – This criterion looks at structural diversity and is useful to understand in conjunction with the age of trees in a woodland. Vertical structure is defined as the number of canopy storeys present. Possible storey values are: 1) Upper; 2) Complex: recorded when the stand is composed of multiple tree heights that cannot easily be stratified into broad height bands (such as upper, middle or lower); 3) Middle; 4) Lower; and 5) Shrub layer. There might be no storeys where the woodland has been felled. See EWBG INDICATOR 11 for more information.

**Footnote 12** - See EWBG method INDICATOR 12 for more information. See gov.uk standing advice on ancient and veteran trees. Available from:

[Keepers of time: ancient and native woodland and trees policy in England \(publishing.service.gov.uk\)](#)

and:

[Ancient woodland, ancient trees and veteran trees: advice for making planning decisions - GOV.UK \(www.gov.uk\)](#)

EWBG INDICATOR 12 is the relevant indicator.

**Footnote 13** – See EWBG method INDICATOR 13 for more information. This includes logs, large dead branches on the forest floor and stumps (<1 m tall) >20 cm diameter at narrowest point and >50 cm long. Also includes standing dead trees (>1 m tall) and also deadwood on standing live trees. Diameter is measured at the narrowest point on the stem. Minimum diameter of 20 cm.

**Footnote 14** - See EWBG method INDICATOR 15 for more information. Examples of disturbance are: significant nutrient enrichment; soil compaction from trampling, machinery, animal poaching or litter.

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

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
Spring 2027	Grassland	Failure to complete creation/management works in year resulting in delay towards condition assessment and sward enhancement on rest of parcel	Known or unforeseen delays to undertaking any task as laid out in the HMMP (eg weather, poor health, availability of labour)	Defra metric would need to be re-calculated to reflect delay to creation/management and works undertaken as soon as possible, including any remedial works.
Spring 2027	Grassland	Extreme weather (drought/flood) resulting in seed failing to germinate or the sward damaged, reverting condition or increasing time to reach condition.	Extreme weather event	To consider the effect of the extreme weather and take action accordingly e.g. need to re-seed at the next growing season; need to leave livestock off the fields to enable growth to recommence. Defra metric would need to be re-calculated
Summer 2032	Grassland	Unable to reduce soil nutrient levels resulting in failure to reach target habitat or condition	Poor ecological survey results or soil tests showing unsuitable soil conditions for target habitat and condition.	Complete soil nutrient reduction as outlined in plan. Defra metric may need to be re-calculated.
Autumn 2025/Spring 2026	Grassland	Pest bird populations eat the seed so that there is no growth.	Failure to germinate in levels anticipated due to pest damage	To employ bird pest control measures to prevent further incidents.
Autumn 2025/Spring 2026	Grassland	Unable to sow seed to establish grassland sward or enhance where condition assessment not being met.	Shortage of additional seed	Seek alternative seed producers or take a cut of seed from nearby, local wildflower meadows (if they can be found) with similar ecological status

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
Autumn 2025/Spring 2026	Grassland	Low availability of green hay to establish grassland sward or enhance where condition assessment not being met	Unable to obtain enough green hay to establish other neutral grassland sward	Have alternative seeding methods accounted for or additional sites with the availability of green hay.
Winter 2027/28	Woodland	Newly planted trees failing to establish	10% of targeted number of newly planted trees found to be dead during years 1-10.	Beat up and replace failed trees

### 3. Monitoring Schedule

#### Monitoring Strategy

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

TOE will be responsible for returning a Monitoring Report in a format provided by Vale of the White Horse District Council. To complete this report TOE require the landowner/agreement holder to provide annual reporting by landowner, HMMP reviews and ecological monitoring.

The landowner will submit annual progress reports to TOE using the reporting template provided. Photos will be provided before, during and after works during habitat creation. Evidence is required of the date of the habitat creation works and the date that each aspect of management is carried out on an annual basis, (e.g. supplier invoices). TOE will come to site to carry out site inspections as and when required. The landowner agrees to allow all reasonable requests to access the site by a TOE representative. It is also noted that Vale of the White Horse District Council will require access for their own monitoring purposes.

Ecological monitoring, carried out by a reputable, qualified ecologist, will take place throughout the life of the project to monitor the changes in botanical species assemblages and biodiversity uplift. Biodiversity units will need to be calculated and reported along with the ecological data. The monitoring will be carried out in a consistent way and will be reported in a standardised format. All monitoring reports will be sent to Thames Valley Environmental Records Centre (TVERC).

Scrub (such as Dogwood) and coarse grass (such as tor-grass *Brachypodium pinnatum*) areas should be included in the monitoring scope.

## Monitoring Methods and Intervals MS-T01 – From the landowner/habitat bank manager to TOE

Habitat type	Monitoring Method	Monitoring Interval	Project year	Date of required record submission
All habitats	Site appraisal by walk through	Annually	All	With annual report
Grassland	Rapid assessment of grassland	Every 3-5 years		With annual report
Grassland	Full ecological survey and condition assessment during summer months (June-August). This will be carried out by an appropriately qualified ecologist and in line with Biodiversity Net Gain metric guidance on condition assessment.	Year 1, 2, 3, 4, 5, 10, 15, 20, 25	Year 1, 2, 3, 4, 5, 10, 15, 20, 25	With annual report
Woodland	Full ecological survey and condition assessment during summer months (June-August). This will be carried out by an appropriately qualified ecologist and in line with Biodiversity Net Gain metric guidance on condition assessment.	Year 1, 2, 3, 4, 5, 15, 25	Year 1, 2, 3, 4, 5, 15, 25	With annual report
All habitats	Landowner annual report, covering all management activities on TOE template	Annually	1-30	December 31 all years
All habitats	Fixed and non-fixed-point photography	Flowering period	annually	With annual report December all years
All habitats	Soil tests	every 3 years	1,3,6,9,12,15,18,21,24,27,30	With annual report

## Monitoring Reports – from TOE to the Vale of the White Horse District Council

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
The Trust for Oxfordshire's Environment (TOE)	Vale of the White Horse 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.

Reports will be submitted to the council as soon as reasonably practicable, given the window to survey habitats and the time it takes to produce thorough ecological reports.

Y20	February	February to March	
Y25	February	February to March	
Y30	February	February to March	

Project Year	Month Report to be Submitted	Month Management Plan to be reviewed	Comments
Y1	February	February to March	
Y2	February	February to March	
Y5	February	February to March	
Y10	February	February to March	
Y15	February	February to March	

## Adaptive Management

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

Observations and notes from day-to-day management are important for delivering adaptive management. Consider how this information will be captured and fed into changes in management prescriptions, then through to subsequent monitoring reports.

Regular robust monitoring, and reporting to the responsible authority, should identify issues early on. Then you can make conscious decisions to implement effective actions. Most likely triggers for action and remedial management actions can be found in the [Risk Register and Remedial Measures PM-T02](#) above.

If the BNG objectives are affected by external factors, it is important to agree decisions on changes to the management prescriptions and targets with the responsible authority. Following the review, record any changes in this management plan and schedule.

A final audit of the project will be sent to the council at the 30-year endpoint.

The Habitat Monitoring Report will be submitted in the following format:

- 1) Introduction
- 2) Methodology
- 3) Results
- 4) Evaluation
- 5) Remedial actions
- 6) HMMP updates
- 7) Monitoring Schedule Updates
- 8) Appendices
  - a. Habitat map
  - b. Condition Assessment sheets
  - c. Metric calculation results

The Report will be submitted to the council as an electronic document (where possible, as PDF or Microsoft Word documents). Supporting documents (e.g., species lists, condition assessment sheets, and photographs) should also accompany the ecological report.

## 4. Appendices

### Appendix 1

**Biodiversity Net Gain (BNG) baseline survey for Trust for Oxfordshire's Environment (TOE) biodiversity offset application**

**Kilman Down, Oxfordshire**

**September 2023**

**Client details** Trust for Oxford Environment (TOE)

**Date of Survey work** 30<sup>th</sup> June 2023 **Date of Report** 6 September 2023

**Report version** 2086\_06.09.2023 **Authors** Robert Gray BA Hons MCIEEM and Iain Corbyn MA (Oxon) MSc MCIEEM CEnv



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## Appendix 2

Plant type	Scientific name	Common name
Trees		
	<i>Acer campestre</i>	Field maple
	<i>Quercus robur</i>	Pedunculate (English) oak
	<i>Carpinus Betula</i>	Hornbeam
	<i>Fagus sylvatica</i>	Beech
	<i>Tilia cordata</i>	Small-leaved lime
	<i>Taxus baccata</i>	Yew
	<i>Prunus avium</i>	Wild cherry
	<i>Sorbus aucuparia</i>	Rowan
	<i>Betula pendula</i>	Silver birch
Shrubs		
	<i>Crataegus monogyna</i>	Hawthorn
	<i>Prunus spinosa</i>	Blackthorn
	<i>Rosa canina</i>	Dog rose
	<i>Viburnum opulus</i>	Gelder rose
	<i>Ligustrum vulgare</i>	Privet

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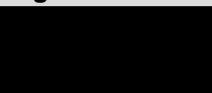
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