(1) **Amanda Jill Perrett**

(2) **Lucinda Jane Crowley**

(3) **National Westminster Bank PLC**

(4) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

Pursuant to section 106 of the Town and Country Planning Act 1990 in respect of

Land at Coombelands Farm, Coombelands Lane, Pulborough, West Sussex RH20 1BP

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Planning Ref: DC/24/0623
Legal Ref: SW/12069

THIS AGREEMENT is made as a deed and dated 16th June **2025**

Between:

(1) **Amanda Jill Perret** of Coombelands Stables, Coombelands Lane, Pulborough, West Sussex RH20 1BP **("Owner 1")**;

(2) **Lucinda Jane Crowley** of Coombelands Barn, Coombelands Lane, Pulborough, West Sussex RH20 1BP **("Owner 2")**

together "the Owners"

(3) **National Westminster Bank PLC** (Co Regn. No. 929027) whose registered office is 250 Bishopgate, London, England EC2M 4AA and whose address for service is Credit Documentation, 1 Spinningfields Square, Manchester M3 3AP **("the Chargee")**

(4) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB (**"the Council"**).

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The Council is the local planning authority as defined in the Act for the area within which the Application and BNG Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act and as such is entitled to enforce the planning obligations contained herein.

1.2 Owner 1 is the registered proprietor of that part of the Application and BNG Site with title absolute of land registered at HM Land Registry under title number WSX222471.

1.3 Owner 1 and Owner 2 are the registered proprietors of that part of the Application and BNG Site with title absolute of land registered at HM Land Registry under title number WSX429837.

1.4 The Chargee has the benefit of a charge dated 25 April 1998 being registered at HM Land Registry against title number WSX222471 at paragraphs 12 and 13 of the Charges Register.

1.5 The Chargee has the benefit of a charge dated 12 April 2022 being registered at HM Land Registry against title number WSX429837 at paragraph 3 of the Proprietorship Register and paragraphs 1 and 2 of the Charges Register.

1.6 The Chargee enters into this Agreement by virtue of its legal interests in the Application and BNG Site.

1.7 The Application was received by the Council on 22 April 2024 and validated on 4 June 2024. The Council is minded to grant planning permission subject to satisfactory completion of this Agreement.

1.8 The Owners are willing to enter into and be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

1.9 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

2.1 Words importing the one gender include reference to all the genders.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.

2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.

2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.

2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.

2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.9 A reference to writing or written excludes fax and email.

2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the Council, the successors to their functions as local planning authority.

2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

"2015 Order"	the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).
"Act"	the Town and Country Planning Act 1990 (as amended);
"Application"	the planning application to: "Replace warm up area with the erection of a show jumping arena, viewing gallery and provision of grass summer parking area" and ascribed reference number DC/24/0623 by the Council.
"Application and BNG Site"	land at Coombelands Farm, Coombelands Lane, Pulborough, West Sussex RH20 1BP to which the Application relates, and which will accommodate the Development including Development's biodiversity net gain requirements which is shown for identification purposes on the Application and BNG Site Plan.
"Application and BNG Site Plan"	the plan entitled "Preliminary Site Layout Plan – scale 1:1000 @A2" drawing number 2020/21/11 comprising Schedule 1 of this Agreement, which showing the location of the Application and BNG Site edged in red.
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG.
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act.
"BNG Monitoring Contribution"	the sum of £4,176.87 (four thousand one hundred and seventy six pounds and eighty seven pence) to be used to pay the Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the Council to be paid by the Owners to the Council pursuant to Schedule 2 of this Agreement.
"Biodiversity Gain Plan"	the plan in the form (or substantially in the form) published by DEFRA attached at Schedule 4 of this Agreement, as may be updated from time to time, to be completed and submitted to the Council for approval in writing in accordance with Schedule 2 of this Agreement.

"Breach Notice"	a notice which may be served by the Council on the Owner pursuant to paragraph 3 of Schedule 3 of this Agreement setting out: a) details of the alleged non-compliance with the HMMP (**"the Breach"**); and b) details of the measures to be taken to remediate the Breach; and c) the timescales within which the measures to remediate the Breach are to be carried out, following the 20 (twenty) Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 4 of Schedule 2.
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the Council under paragraph 2.6 of Schedule 2.
"Commencement Date"	the date on which Commencement of the Development occurs;
"Commencement Notice"	the written notice confirming the Proposed Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works, demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the 2015 Order, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence Development" shall be construed accordingly;
"Completion Date"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
"Completion Date Notice"	written notice from the Owners to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 2.4 of Schedule 2.
"DEFRA"	the Department for the Environment, Food and Rural Affairs or any successor body which carries out its functions.
"Development	the development of the Application and BNG Site pursuant to the Planning Permission.
"First Occupation"	the first time any part of the Development is Occupied.

"Habitat Creation and Enhancement Works"	the habitat creation and/ or enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan).
"Habitat Management and Monitoring Plan (HMMP)"	the document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof, to be prepared in accordance with the approved Biodiversity Gain Plan, to include: a) a non-technical summary; b) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; d) the management measures to be put in place to maintain the habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from Practical Completion; and e) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be completed and submitted to the Council for approval in writing in accordance with Schedule 2 of this Agreement and which is substantially in the form of the HMMP attached at Schedule 5 of this Agreement
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time.
"Monitoring Report"	the monitoring reports to be issued to the Council as specified in the HMMP or if not specified to be submitted on the relevant Monitoring Report Date.
"Monitoring Report Date"	the Monitoring Report Date means the 1st (first), 2nd (second), 5th (fifth), 10th (tenth), 15th (fifteenth) 20th (twentieth), 25th (twenty fifth) and 30th (thirtieth) anniversaries of the Occupation Date.
"Occupation"	occupation of the Development for any purpose for which the Planning Permission is granted other than occupation for the purposes of construction or fitting out, or occupation for security, marketing or display purposes and "Occupy" and "Occupied" shall be construed accordingly.

"Occupation Date"	the anticipated date on which First Occupation occurs;
"Occupation Notice"	the written notice confirming the Occupation Date referred to in Clause 7.1.2 and served in accordance with Clause 7.3.
"Natural England"	the public body known as Natural England which acts as the government's advisor for the natural environment in England or any successor body appointed to carry out its functions.
"Planning Permission"	the planning permission to be granted by the Council pursuant to the Application.
"Practical Completion"	in relation to the Development, practically complete save for minor snagging items such that it is reasonably fit for Occupation or use and the words "Practical Completion" and "Practically Complete" shall be construed accordingly.
"Proposed Commencement Date"	the date on which the Developer intends Development to Commence;
"Section 73 Consent"	any planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to section 73 of the Act was granted.
"Working Day"	Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

4.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date hereof, but the provisions of Schedule 2, with the exception of paragraph 1 and its sub-paragraphs regarding payment of Monitoring Contributions, and Schedule 3 shall only take effect upon the date on which Planning Permission is granted.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the Council to comply fully with and to perform the obligations contained herein and in Schedule 2 of this Agreement in accordance with the requirements and timescales set out;

6.1.2 The Owners covenant with the Council that the Development and use of the Application and BNG Site shall be in strict accordance with this Agreement.

6.1.3 The Council covenants with the Owners to comply fully with and to perform the obligations contained herein and in Schedule 3 of this Agreement in accordance with the requirements and timescales set out.

7. NOTICES

7.1 The Owners covenant with the Council as follows:

7.1.1 to give the Proposed Commencement Notice to the Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 10 (ten) Working Days before the anticipated Occupation Date.

7.2 The Parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owners of the Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant Party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other Party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the Council, the relevant Party shall address any notice to the Head of Development and Building Control of the Council.

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 0900hrs and 1700hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

8.1 The Owners have undertaken to pay on or before the date hereof the Council's reasonable and proper legal costs incurred in preparing and entering into this Agreement.

9. MORTGAGEE'S/ CHARGEE'S LIABILITY

9.1 The Chargee consents to the completion of this Agreement and declare that their interests in the Application and BNG Site shall be bound by the terms of this Agreement as if they had been executed and registered as land charges prior to the creation of the Chargee's interests in the Application and BNG Site.

9.2 The Chargee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when they are in possession of all or any part of the Application and BNG Site.

9.3 Any future chargee or mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Application and BNG Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owners or Owner 1 as appropriate.

10. GENERAL

10.1 The Parties undertake that:

10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

10.2 this Agreement constitutes a deed.

10.3 this Agreement is enforceable by the Council in accordance with section 106 of the Act.

10.4 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

10.5 It is hereby agreed by the Owners that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.

10.6 The Owners hereby undertake that:

10.6.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

10.6.2 the Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the Council; and

10.6.3 nothing herein contained excludes the liability of any party in relation to fraud.

10.7 The Owners acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owners hereby give consent for the Application and BNG Site Plan to be reproduced by the Council.

10.9 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

10.10 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.

10.11 The obligations in this Agreement (with the exception of clause 8 (Costs)) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, the Planning Permission:

10.11.1 expires;

10.11.2 is varied or revoked other than at the request of the Owners; or

10.11.3 is quashed following a successful legal challenge.

but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned.

10.12 The Owners (or any person deriving title to the Application and BNG Site (or any part of it) from the Owners (or any one of them)) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners or such person deriving title has parted with their interest in the Application and BNG Site or part thereof to which such breach relates save in respect of liability for antecedent breach of this Agreement.

10.13 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this Agreement.

10.14 References to the Application and BNG Site include any part of it.

10.15 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

10.16 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.

10.17 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Agreement:

10.17.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent;

10.17.2 the definitions of the Application, Development, Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself; and

10.17.3 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate

planning obligations required in connection with the determination of the same;

PROVIDED THAT:

10.17.4 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

10.17.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

10.18 Except for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction pursuant to the provisions of this Agreement or the Planning Permission pursuant to the Application or the planning obligations that relate to the Application, no obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Owners and the Council concerning anything herein then the provisions of this clause 11 shall apply.

11.2 All differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading counsel agreed upon by the Parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.

11.3 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph 4 of Schedule 2 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by Chartered Institute of Ecology and Environmental Management.

11.4 Any expert appointed pursuant to clause 11.2 or 11.3 shall:

11.4.1 on his appointment serve written notice thereof on the parties in dispute;

11.4.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

11.4.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) Working Days of receipt by the other party thereof;

11.4.4 have an unfettered discretion to determine the reference to him;

11.4.5 serve notice of his determination as soon as he has made it;

11.4.6 give full and clear reasons for his decision; and

11.4.7 be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die, become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

11.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

12. OWNERSHIP

12.1 The Owners warrant that no person other than the Owner and the Chargee has any legal or equitable interest in the Application and BNG Site.

12.2 The Owners undertake to the Council to give the Council immediate written notice of any change in the ownership of any of their respective interests in the Application and BNG Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application and BNG Site purchased by reference to a plan.

IN WITNESS whereof this Agreement has been duly executed the day and year first hereinbefore mentioned

EXECUTED as a **DEED** by

Amanda Jill Perrett

[redacted] ..... Signature

In the presence of:

W[redacted] ..... Signature

I ...D.H.E. COOPER..... Print name

T ....14 RIVERSIDE..... Address 1

N ....CODMORE HILL..... Address 2

E ....PULBOROUGH..... Address 3

S ....RH20 1FS..... Post code

S ....SECRETARY..... Occupation

EXECUTED as a DEED by

Lucinda Jane Crowley

[redacted]..... Signature

In the presence of:

W [redacted]..... Signature

I ....JULIE COOPER..... Print name

T ....14 RIVERSIDE..... Address 1

N ....CODMORE HILL..... Address 2

E ....PULBOROUGH..... Address 3

S ....RH20 1FS..... Post code

S ....SECRETARY..... Occupation

EXECUTED and DELIVERED as a DEED

For and on behalf of National Westminster Bank PLC

By a duly authorised Attorney in the presence of a witness

..... [redacted]..... Signature

.....INA BARDSLEY..... Name

Documentor - Credit Documentation

W ..... [redacted] 806601 IM06..... Signature

I ....RACHEL ROSS..... Print name

T ....1 Spinningfields Square..... Address 1

N ....Manchester..... Address 2

E ....M3 3AP..... Address 3

S ..... Post code

S ..... Occupation (Bank Employee)

SEALED WITH THE COMMON SEAL of

HORSHAM DISTRICT COUNCIL

in the presence of:

[redacted]

Authorised Officer

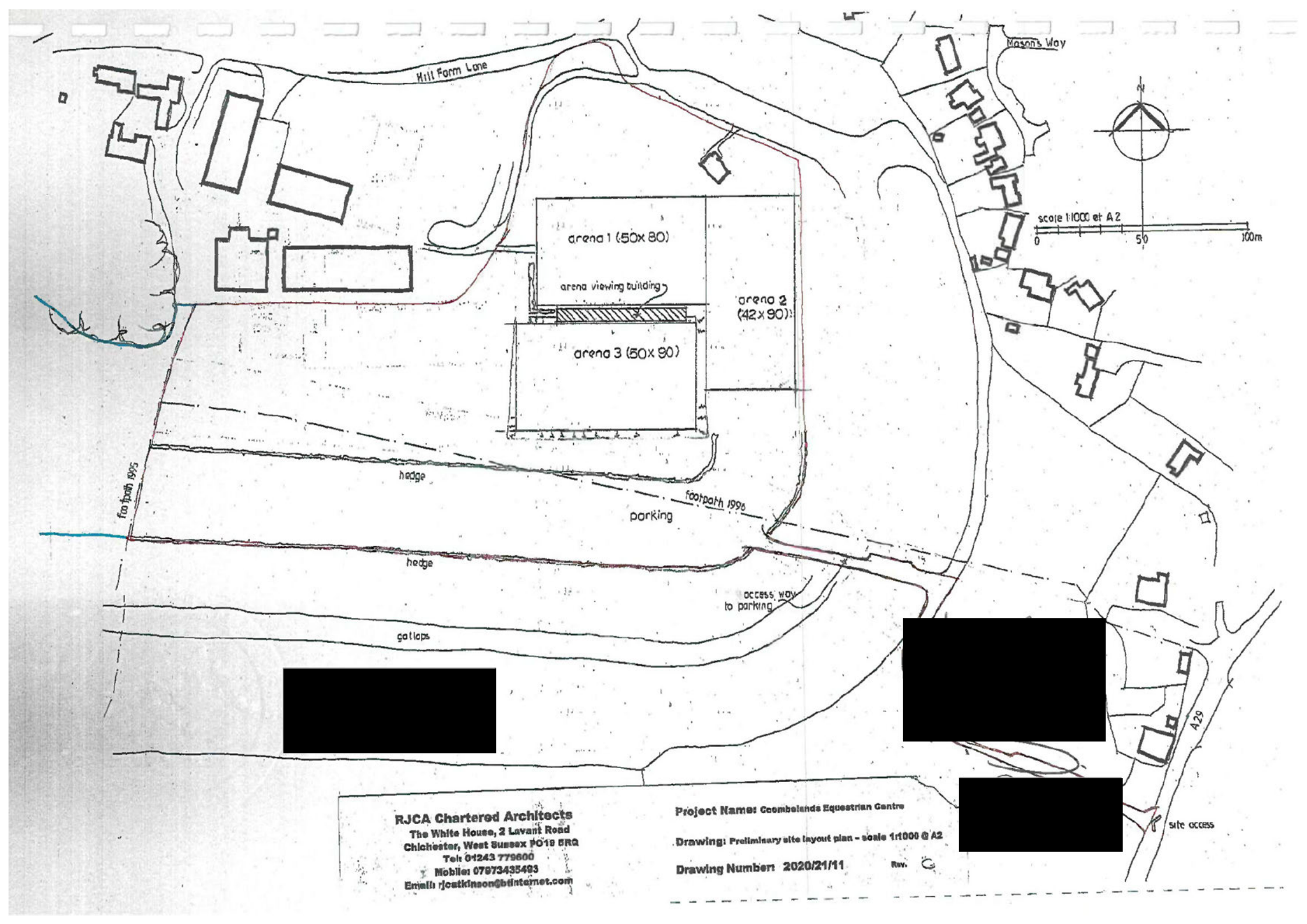
18054 X4



Schedule 1

Plans

1. **Application and BNG Site Plan**


Hill Farm Lane
Mason's Way
N
scale 1:1000 at A2
0
50
100m
arena 1 (50x 80)
arena viewing building
arena 2 (42x 90)
arena 3 (50x 90)
hedge
footpath 1995
footpath 1996
parking
hedge
access way to parking
gallops
A29
site access
[redacted]
[redacted]
[redacted]
RJCA Chartered Architects
The White House, 2 Lavant Road
Chichester, West Sussex PO19 5RQ
Tel: 01243 779600
Mobile: 07973435493
Email: rjcatkinson@btinternet.com
Project Name: Coombelands Equestrian Centre
Drawing: Preliminary site layout plan – scale 1:1000 @ A2
Drawing Number: 2020/21/11
Rev. C

Schedule 2

The Owners' Covenants to the Council in relation to the Application and BNG Site

With the intention of binding the Application and BNG Site, and for the purpose of allowing the Development to be delivered, the Owners covenant with the Council as follows:

1. Monitoring Contributions

1.1. To pay the BNG Monitoring Contribution in full to the Council within 10 (ten) Working Days of the Commencement Date.

2. Biodiversity Gain Plan and HMMP

2.1. To submit the Biodiversity Gain Plan and the HMMP to the Council for its approval in writing prior to the Commencement of Development;

2.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the Council;

2.3. To issue the Completion Date Notice to the Council within 10 (ten) Working Days of the anticipated date of completion of the Habitat Creation and Enhancement Works;

2.4. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the Council following receipt of the Completion Date Notice and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the Council issues a Certificate of Completion;

2.5. To complete the Habitat Creation and Enhancement Works in accordance with the HMMP before the Occupation of the Development;

2.6. Not to Occupy the Development until the Habitat Creation and Enhancement Works set out within the HMMP have been completed in full and the Council has issued a Certificate of Completion;

2.7. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are retained and maintained in accordance with the HMMP from the Completion Date until the 30th anniversary of the date of issue of the Certificate of Completion or Practical Completion of the Development whichever occurs later;

2.8. To provide a Monitoring Report to the Council within 20 (twenty) Working Days of each Monitoring Report Date;

2.9. To notify the Council of any requested amendment to the HMMP, such notice to be accompanied by:

2.9.1. the proposed amended HMMP;

2.9.2. a statement of reasons for such amendment; and

2.9.3. confirmation (with reasons) that the amendment would not prejudice:

2.9.3.1. the use or management of the Application and BNG Site in a manner consistent with its function to deliver Biodiversity Net Gain; and

2.9.3.2. the continued functioning of the Application and BNG Site for BNG or any existing Allocation.

3. Access for Inspection

3.1. From the Commencement Date and without charge, to allow the Council, its agents, and/ or contractors, with or without workmen and/ or equipment to:

3.1.1. enter onto the part of the Application and BNG Site necessary for monitoring compliance with:

3.1.1.1. the obligations in this Agreement;

3.1.1.2. any Breach Notice; and

3.1.2. pass and repass across any land in the Owners' control necessary for gaining access to the Application and BNG Site in accordance with paragraph 3.1.1

subject to the Council providing the Owners with a minimum of 5 (five) Working Days' notice of its desire to enter onto the Application and BNG Site, and the Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owners and/or its appointed contractors.

4. Breach Notice and Step-In Rights

4.1. To notify the Council within 20 (twenty) Working Days of service of a Breach Notice whether the Owners accept the Breach Notice or disputes the Breach Notice in whole or in part ("**Breach Response Notice**").

4.2. Where a Breach Notice is disputed:

4.2.1. to include a reasoned response in the Breach Response Notice; and

4.2.2. to make reasonable endeavours to resolve the measures in dispute with the Council; and

4.2.3. where resolution of the measures in dispute cannot be resolved in accordance with sub-paragraph 4.2.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

4.3. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid):

4.3.1. to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the Council in writing).

4.4. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 4.2.3 within the time limits specified in the Expert's determination.

4.5. Where the Owners (or either one of them) have failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the Council, its agents, and contractors with or without workmen and/ or equipment to enter:

4.5.1. any part of the Application and BNG Site that is necessary for the carrying out the steps set out in the Breach Notice; and

4.5.2. any other land in the Owners' control necessary to access the Application and BNG Site,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 3 are complied with.

4.6. To pay the Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 4.5 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

4.7. In default of payment of a sum falling due to the Council in whole or in part pursuant to paragraph 4.6 of this Schedule, the Council shall be entitled to recoup its costs from the Owner or its successors in title and may secure the same by registering a charge or restriction on the titles comprising the Application and BNG Site at HM Land Registry.

5. Restriction on alienation of any part of the Application and BNG Site

5.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the Application and BNG Site, or any part of it, without first providing a surety, performance bond or similar (to be agreed with the Council) to guarantee the cost of carrying out the BNG obligations secured by this Schedule 2 of this Agreement to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the Council.

5.2. To consent to the entering of the following restriction on the transferee's title to the Application and BNG Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titled number [ ] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".

Schedule 3

The Council's Covenants

The Council covenants with Owners as follows:

1. Habitat Management and Monitoring Contribution

1.1. To use the BNG Monitoring Contribution for its intended purpose and not for any other purpose.

2. Right of Access

2.1. To give not less than 5 (five) Working Days' notice to the Owners of its intention to access the parts of the Application and BNG Site necessary for the purposes of inspection pursuant to paragraph 3 of Schedule 2 of this Agreement to ascertain the Owners' compliance with its covenants under this Agreement or a Breach Notice.

3. Breach Notice and Step-in Rights

3.1. Where it considers that the Owners are not complying with their obligations under Schedule 2 of this Agreement, and the Council intends to take steps to remedy the Breach, to serve a Breach Notice.

3.2. Where it serves a Breach Notice which is accepted by the Owners (or an Expert determines that the Owners should take any steps within a Breach Notice within a specified time limit), it may notify the Owners of any extension of time specified in the Breach Notice or Expert's determination, as it considers appropriate (at its absolute discretion).

3.3. Where the Owners do not comply with the time limits specified in the Breach Notice or the Expert's determination (or as otherwise agreed), undertake the requirements imposed on the Owners as set out in the Breach Notice or Expert's determination and the Council exercises its step in rights, the Council will:

3.3.1. provide a minimum of 5 (five) Working Days' notice before the Council, its agents, and contractors with or without workmen and equipment will enter the Application and BNG Site and/ or land in the Owners control to access the Application and BNG Site;

3.3.2. comply with the reasonable health and safety requirements of the Owner/s and/or its appointed contractors;

3.3.3. promptly repair any damage caused by exercising the step-in rights under this paragraph; and

3.3.4. issue to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph.

Schedule 4

DEFRA Biodiversity Gain Plan template

Department
for Environment
Food & Rural Affairs

Biodiversity gain plan

Submit a biodiversity gain plan to show how your development will achieve biodiversity net gain.

When to use this form

A biodiversity gain plan shows how a development will achieve 10% biodiversity net gain (BNG). Submit this form to your local planning authority after they approve your planning application.

Unless your development is exempt, you cannot start the development until the LPA approves your biodiversity gain plan and biodiversity metric calculation tool.

1. Submission details

1.1 Date
For example, 3/11/2023

1.2 Planning application reference number

1.3 Local planning authority (LPA)

1.4 Development site address
If the site does not have an address, enter the OS grid reference.

1.5 Describe the development
Tell us about the proposed development and any changes of use (250 words).

2. Developer details

2.1 Applicant name

2.2 Company name

2.3 Address

2.4 Email address

2.5 Telephone number

2.6 Declaration

By signing this declaration, you confirm that the information you give is complete and correct. Any opinions are your genuine opinions.

2.7 Signature

2.8 Date

3. Responsible person details

Tell us about who is responsible for completing the biodiversity gain plan. For example, a consultancy ecologist or planning agent.

3.1 Name

3.2 Company name

3.3 Address

3.4 Email address

3.5 Telephone number

3.6 Declaration
By signing this declaration, you confirm that the information you give is complete and correct. Any opinions are your genuine opinions.

3.7 Signature

3.8 Date

4. Biodiversity net gain strategy

4.1 Is the relevant date for the pre-development biodiversity value the same date as the planning application?
☐ Yes
☐ No

4.2 If no, what earlier date did you agree with the LPA?

4.3 How have you met the guidance on 'what counts towards your BNG'?
Find out what you can count towards a development's BNG

4.4 How will you avoid or minimise impacts to habitats?
Tell us about the steps you've taken on site, including to avoid or minimise the impact on irreplaceable habitats.

4.5 Did you use your local nature recovery strategy to inform the strategic significance of habitats?
This includes other specified strategies if you do not have a local nature recovery strategy.
☐ Yes
☐ No

4.6 How will you achieve the target net gain percentage?
☐ On-site
☐ Off-site
☐ Both

4.7 Are any of your on-site enhancements considered 'significant'?
Find out what counts as a significant on-site enhancement.
☐ Yes
☐ No

4.8 If yes, tell us about the significant on-site enhancements
Include the appropriate planning condition or how you've secured the habitat.

4.9 How many off-site biodiversity units do you need to meet 10% net gain?

4.10 Explain why you're using off-site biodiversity units
Only answer this question if you're planning to use off-site biodiversity units (250 words).

4.11 Explain why you're planning to use statutory biodiversity credits
Only answer this question if you're planning to use statutory biodiversity credits (250 words).

4.12 Do you have a habitat management and monitoring plan?
☐ Yes
☐ No

4.13 Have you used the statutory biodiversity metric tool?
☐ Yes
☐ No

4.14 Biodiversity metric calculation
Send your biodiversity metric calculation to the LPA and enter the file name.

4.15 Condition assessments
Send your condition assessments to the LPA and enter the file name.

4.16 Pre-development habitat survey report and map
Send your baseline habitat survey report and map to the LPA. Enter the file name.

4.17 Post-development habitat map or landscape plan
Send your post-development habitat survey report and map to the LPA. Enter the file name.

4.18 Have you included an approved habitat degradation in the baseline?
If yes, include the relevant consenting body and reference number.

☐ Yes
☐ No

Consenting body

Reference number

5. Irreplaceable habitats

5.1 Does the development impact any irreplaceable habitats?
If yes, tell us if you've submitted an approved compensation plan.

☐ Yes
☐ No

5.2 Have you submitted an approved compensation plan?

☐ Yes
☐ No

6. On-site habitat enhancements

Answer this section if your development includes on-site habitat enhancements.

6.1 Survey date
For example, 3/11/2023

6.2 Survey constraints
For example, access issues, weather, or seasonal constraints.

6.3 Total pre-development biodiversity value
Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

6.4 Total post-development biodiversity value
Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

6.5 Total net change in biodiversity units
Enter the number from the headline results in your statutory biodiversity metric calculation.

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

6.6 Will you register and allocate any biodiversity units from your site to other developments?
If yes or provisionally, give details.

☐ Yes
☐ No

6.7 Give details
Tell us about the amount of biodiversity units and the development location (250 words).

7. Off-site habitat enhancements

Answer this section if your development includes off-site habitat enhancements.

7.1 Tell us about the off-site habitat enhancements
Include whether you're delivering the off-site enhancements or buying biodiversity units.

7.2 Biodiversity gain site register reference number

7.3 How have you secured the off-site habitat enhancements?
Tell us about any responsible bodies and whether you've used an S106 or conservation covenant.

7.4 Total baseline biodiversity value
Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

7.5 Total biodiversity value post-intervention

Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

7.6 Total net change in biodiversity units

Enter the number from the headline results in your statutory biodiversity metric calculation.

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

8. Statutory biodiversity credits

Answer this section if you need to use statutory biodiversity credits.

8.1 Do you need to use statutory biodiversity credits?

☐ Yes
☐ No

8.2 How many statutory biodiversity credits do you need?

Tell us the unit shortfall by tier, including the spatial risk multiplier. Enter the number from the headline results in your statutory biodiversity metric calculation.

A1

A2

A3

A4

A5

H

W

8.3 What evidence is there that no units are available through the market?

Send a message from at least 3 habitat providers, or a search result from online registers.

8.4 Proof of purchase

Send proof of purchase and enter the reference number.

9. Trading summary

9.1 Distinctiveness group
Tell us if you met the BNG trading rules on habitat compensation for each distinctiveness group. If you did not meet the trading rules, tell us if you agreed bespoke habitat compensation.

Check the rules on habitat compensation in the statutory biodiversity metric user guide.

Very high

High

Medium

Low

10. Sharing data (optional)

10.1 Can we share your ecological survey data with the Local Environmental Records Centre or other bodies?
☐ Yes
☐ No

Schedule 5

Habitat Management and Monitoring Plan (unapproved)

NATURAL ENGLAND

Department for Environment Food & Rural Affairs

Habitat Management and Monitoring Plan



Site Name:	Coombelands Equestrian
Date:	27/02/2025
Version:	2

Author: George Sayer MCIEEM

South Downs Ecology

Client: Coombelands Equestrian Ltd

COOMBELANDS AMANDA PERRETT RACING

Template Document User Guide

Please delete this guidance page upon completion.

Template User Guide

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

Companion Document

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

Site Baseline and Environmental Information

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

HMMP Checklist (separate document)

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

Formatting

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

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

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

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

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

Supporting documents

- HMMPT Companion Document
- Statutory Biodiversity Metric tools and guides
- Biodiversity Net Gain Guidance

Using the Companion Document

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

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

Template published by Natural England.

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

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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
1	Planning	GS – 03/06/2024	
1	Condition	GS – 27/02/2025	

Document Details

Provide ownership, copyright and licensing information within this table.

Authorship Details
All documents remain the property of South Downs Ecology Ltd.
MAGIC Maps (c) Crown Copyright and database rights 2024. Ordnance Survey AC0000851168.
Grassland photos © Wildflower Lawns and Meadows

1. Project Background

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

Site Overview PB-B01	
Project type	On-site
Development Name and Address	Coombelands Equestrian, Pulborough
BNG Project Name and Address	Coombelands Equestrian, Pulborough
Author Organisation	George Sayer MCIEEM
Landowner	Combelands Equestrian Ltd
Land Manager	Kevin Church
Responsible person/organisation for creating or enhancing the habitat	Kevin Church
Period covered by this management plan	28/02/2025 – 27/02/2055
Planning authority	Horsham District Council
Planning reference (if applicable)	DC/24/0623
BNG register reference (if applicable)	N/A
Central OS grid reference	TQ 05226 20016
Metric revision/title	Statutory Metric - GS316.Combelands.BNGMetric.v4
Are any Irreplaceable Habitats present onsite	Yes: ☐ No: ☒

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02

The majority of the site consists of modified grassland, and unsealed surfaces, with native hedges and hedges with trees. The majority of the modified grassland and hedges will be retained. There will be enhancement of some modified grassland to form 'Other Neutral Grassland' and creation of new native hedgerow.

Timescales for Actions PB-B03

The creation of new hedges and enhancement of grassland shall take place in the next suitable season following permission.

Monitoring Requirements PB-B04

Monitoring will be undertaken at completion of the enhancement and creation works, 1 year following, then in year 3, 5, and every 5 years following.

Required Consents and Licences PB-B05

Planning permission only.

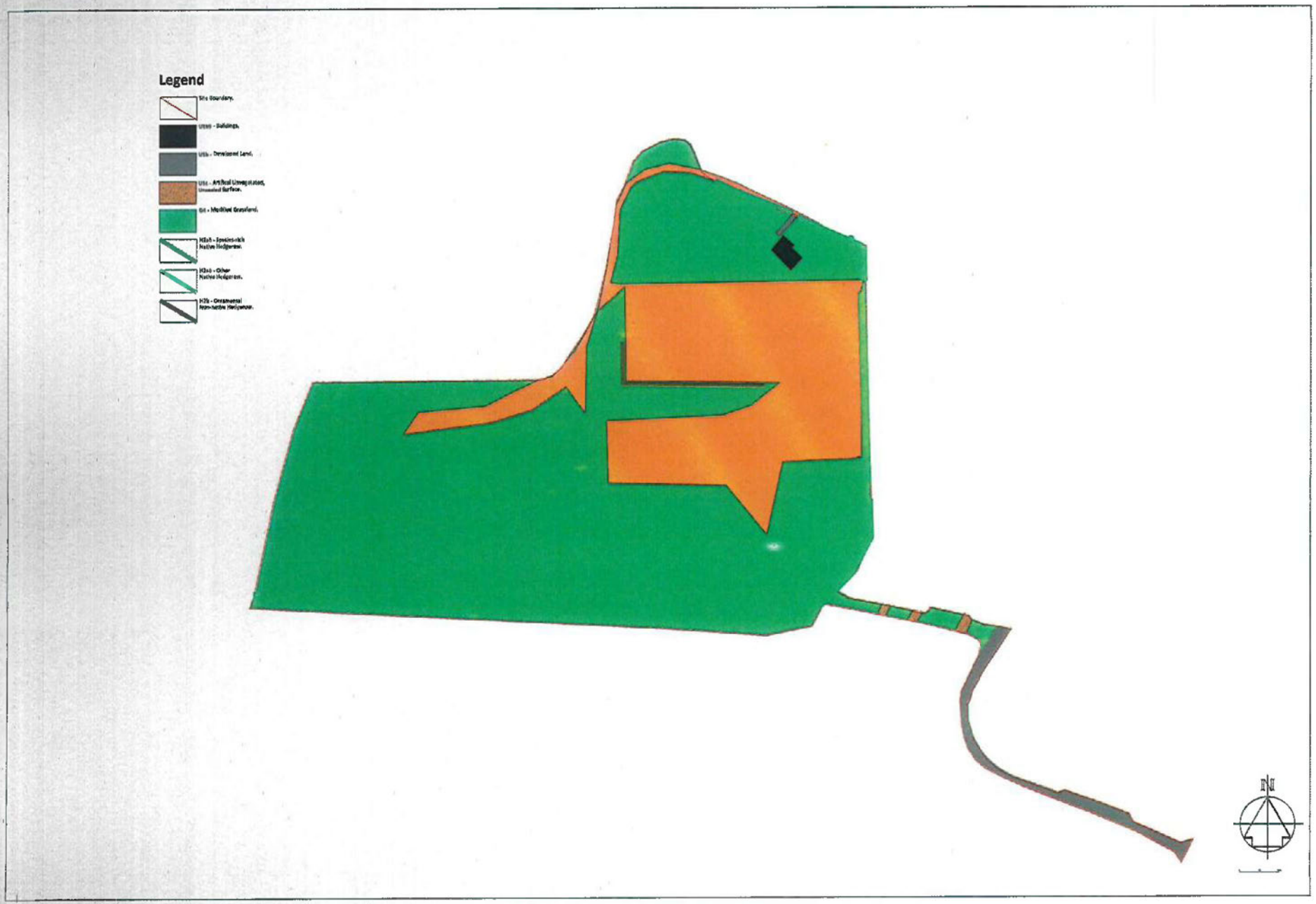
Funding PB-B06

The HMMP is being funded by the applicant.

Legal Agreement PB-B07

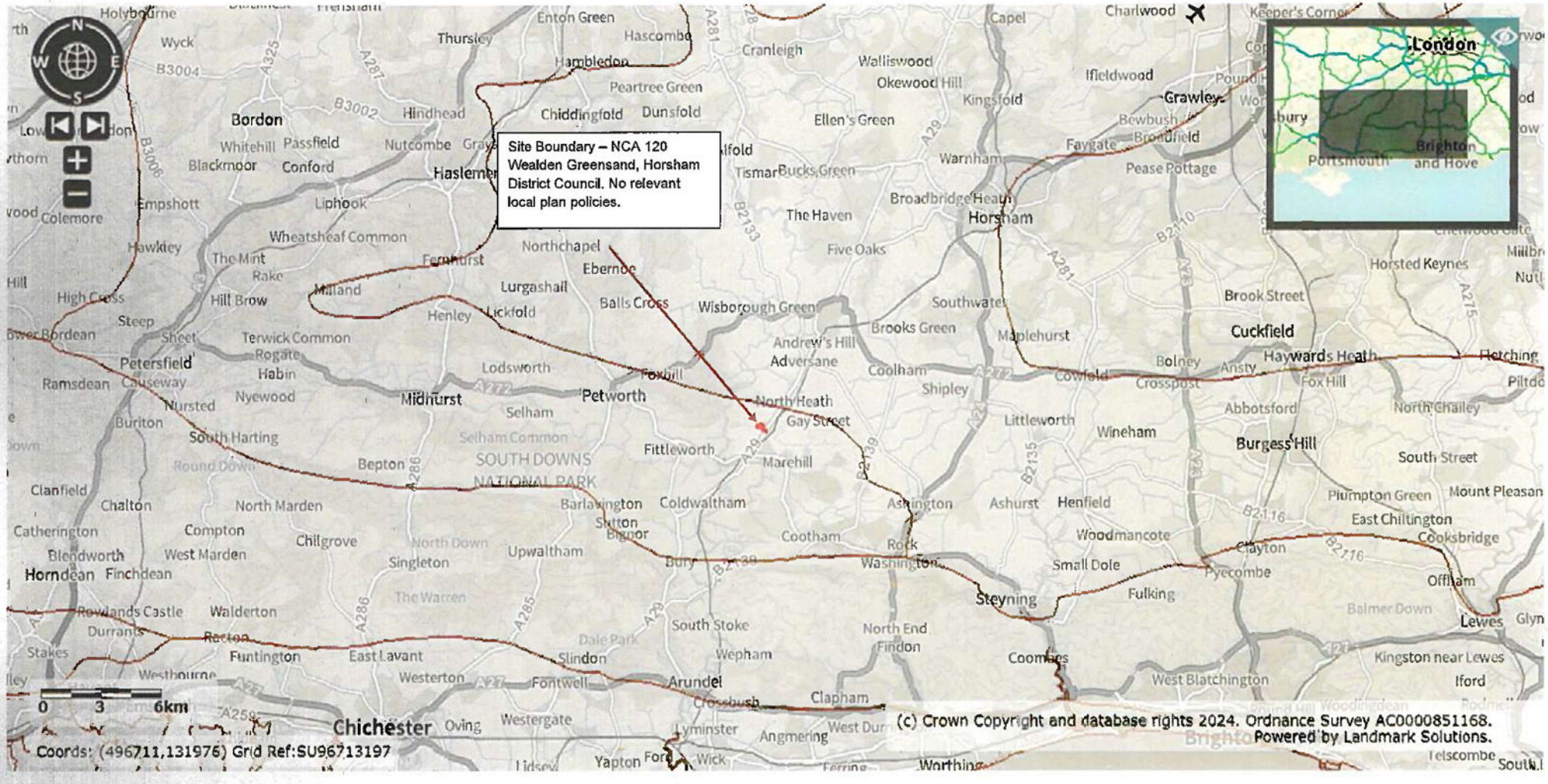
The HMMP will be secured by the signing of a Section 106 agreement.

Site Boundary Plan PB-F01



Site Context Plan PB-F02

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



Phasing strategy

Will the proposed work measures be delivered in phases? PB-B08	Yes: ☐ No: ☒
Works will be undertaken in a single phase consisting of hedgerow creation and grassland enhancement, to be undertaken at the same time.	

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 Sayer		
Organisation		South Downs Ecology		
Responsibility	Start Date:	03/06/2024	End Date:	03/06/2054
George is responsible for the production of this HMMP, and will oversee the implementation of the proposed habitat creation and enhancement. George will undertake monitoring				
Statement of Competency				
George has been a full member of CIEEM since 2019. George has worked in Ecology full-time since 2016 and has undertaken a range of ecological assessment, mitigation and enhancement projects, including habitat monitoring and management plans for grasslands, woodlands and ponds. George is also a full member of the Arboricultural Association and experienced in producing tree and hedge protection, planting and management plans.				

Landowner or Land Manager PB-B10				
Name or Initials		Kevin Church		
Organisation		Coombelands Equestrian Ltd		
Responsibility	Start Date:	28/02/2025	End Date:	28/02/20255
Kevin, or the equivalent in his role as estate manager at Coombelands Equestrian Ltd will take responsibility for the implementation of the habitat creation, enhancement and management.				
Statement of Competency				
Kevin has managed the Coombelands Equestrian Estate for over 30 years, undertakes the management of the grassland and hedges already and is experienced in such habitat creation and management.				

Management Organisation(s) Responsible for Implementing the HMMP PB-B11				
Name or Initials		N/A		
Organisation				
Responsibility	Start Date:		End Date:	
Summarise the relevant responsibilities of the Management Organisation(s) in the production and, or, implementation of this HMMP.				
Statement of Competency				
Demonstrate the knowledge, skills and, or, experience to manage the habitats to achieve the BNG requirements, through relevant training, qualifications, experience, or combination of these.				

LPA or Responsible Body for Reviewing HMMP PB-B12				
Name or Initials		TBC		
Organisation		Horsham District Council		
Responsibility	Start Date:	28/02/2025	End Date:	28/02/2055
The District Council will review and approve the HMMP to enable them to grant permission for the application. They will review and approve as appropriate the evidence of habitat creation and enhancement.				

Land Use Summary

Overview of Baseline Site Use PB-B13

The existing site consists of an equestrian facility, largely laid to modified grassland and artificial unsurfaced land in the form of horse arenas and access tracks. Several small surfaced areas, buildings and other habitats are present, as are long hedges and a line of trees.

- 3.77 Ha of modified grassland, assessed as 'poor' condition
- 0.16 Ha of developed land (buildings, tarmac drive and hardstanding)
- 1.35 Ha of artificial unvegetated, unsealed surface (parking, access tracks and arenas)

The existing site contains the following linear features:

- 0.103 km of ornamental non-native hedgerow formed of coniferous hedge
- 0.787 km of native hedgerows (all major hedges), assessed as 'moderate' condition
- 0.078 km of native hedgerow with trees (to north of site), assessed as 'moderate' condition

The grassland on-site is well-maintained and low-diversity due to the need to keep this maintained for equestrian training and events. Likewise the hedges are well-maintained to neat forms to separate parts of the site and prevent them obstructing the equestrian activities.

Overview of Proposed Site Use PB-B14

The proposals are for an enlarged arena, grass parking area, new access and arena viewing building. The grass parking would be on an area of poor condition modified grassland which would remain in poor condition.

The proposals include new hedge planting to delineate an existing footpath, and strips of wildflower grassland (other neutral grassland) to create opportunities for wildlife. These would be in areas subject to low disturbance by both visitors and users of the site.

Site Context Photos PB-F03

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

☐ Reference: Click or tap here to enter text.





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

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

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

Baseline and Environmental Information	Prompts for when these may be relevant. This is not an exhaustive list. Use your professional judgement to determine which are required for your HMMP	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	Will your proposals lead to direct or indirect effects on designated sites?	☐	
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?	☐	
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?		
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?	☐	
Baseline Habitats Survey	Is this current and important HMMP information located in a separate document? If so, provide details on where it is located.	☒	Included within GS316.Combelands.EcIA.v1 and GS316.Combelands.BNG.v2
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	☒	There is a public footpath running through the site. Visitors with dogs etc. might disturb enhanced habitats. New habitats take account of this possibility by being realistic in their potential.
Climate	Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement?	☐	
Geology and Topography	Any geological or topographical constraints or opportunities?	☐	
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	☐	
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	☐	
Contaminated Land	If there is any contaminated land, will this present any constraints?	☐	
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	☒	Site is within the Sussex North Water Supply Zone and as such, must seek to not increase water use
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	☐	
Landscape Character and Designations	Does the landscape character of the site present any constraints or opportunities?	☐	
Historic Land Use	Does the historic land use present any constraints or opportunities?	☐	
Historic Environment and Earth Heritage	Are there any historic environment designations? What are the implications for your plan?	☐	
Other – please specify	Any other details - for example underground services or overhead powerlines, which may impact habitat management.	☐	

Baseline and Environmental Information

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

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

The companion document is appended to the HMMP as GS316.Coombelands.HMMPCD.v1

2. Planned Management Activities

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

Management Plan Aims and Objectives PM-B01

The principles guiding this HMMP are, that the site is currently of low ecological value due to its use for equestrian purposes. Whilst the use on-site is likely to intensify there is an opportunity, given the relatively large areas of land, to create new habitats and provide some new linkages.

The aims are:

To enhance the site for ecology with new habitats

To provide better ecological linkages

To allow the continued equestrian use of the site without disturbance to the new habitats

The objectives are:

To create new hedgerows in moderate condition – easily achieved within 5 years and maintained as per the existing hedges for 30 years

To enhance existing modified grassland into neutral grassland in moderate condition -achieved through heavy harrowing of grassland, in-seeding with a wildflower mix, and then cutting once in late summer to allow flowering.

Principles Informed by Design Stage

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

Design Principles Informed by Baseline Information PM-B02

The majority of the site is used for equestrian purposes and the geography is relatively open to the south; as such habitats such as large areas of scrub or woodland, or scattered trees would be impractical. The soil appears neutral and likely subject to improvement as well as regular management.

There are several large hedges on-site but these are not connected, as a result of the need to gain access with horses. There is a public footpath running through the site.

Given the above considerations, it was considered prudent to add further hedges to isolate the public footpath from the main equestrian and enhancement areas. It was determined that neutral grassland would be the most suitable enhancement and that other habitats such as lowland meadow would not be achievable without significant work.

Site is within the Sussex North Water Supply Zone and as such, must seek to not increase water use – water intensive habitats such as manmade ponds have therefore not been considered.

Habitat and Condition Targets PM-T01

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

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
Example: Cereal crops	Other neutral grassland	1,2,3,5,8,9,10	N/A	Moderate	Standard time to target condition from the statutory biodiversity metric.	Provide the passes and fails of the metric condition assessment criteria that will be targeted for the proposed habitat target condition score. For example: Moderate condition will be targeted by achieving a pass in criteria B, C, D and E. Criterion A will not be targeted.	
Modified Grassland	Other Neutral Grassland	1	Poor	Moderate	10	Moderate condition targeted by achieving a pass in A, B, C, D – E and F not targeted.	
Modified Grassland	Native Hedgerow	4,5	Poor	Moderate	5	Moderate condition targeted by achieving a pass in A1, B1, B2, C1, C2, D1 – A2, C2, D2 not targeted.	

Habitat and Condition Targets Further Comments

To achieve grassland in moderate condition, a neutral wildflower mix will be seeded. The habitat will be cut annually, with the margins kept at a lower height such that they blend with the modified grassland abutting. Where practical species such as nettle and dock will be discouraged.

To achieve hedgerows in moderate condition, these will be allowed to grow to at least 1.5m height. There will be a continuous strip of perennial vegetation to the north but the south is likely to be disturbed by pedestrians. Invasive species would be suppressed if they arose.

Habitat Retention

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

Measures to be Implemented to Protect Retained Habitats PM-03

Summarise the details of the habitats to be retained by the project. Use parcel references and clearly show these on the accompanying habitat retention plan.

Set out how protective measures will be implemented and maintained to protect all retained habitats throughout the project.

Set out any management measures that may be required to maintain or enhance their baseline condition.

The modified grassland habitat (bright green) is to be retained and in continued use for equestrian purposes as well as temporary parking. The existing native hedges (mid green lines) will be retained other than a small section removed for the new access. The existing ornamental hedge (brown line) will be partly retained.

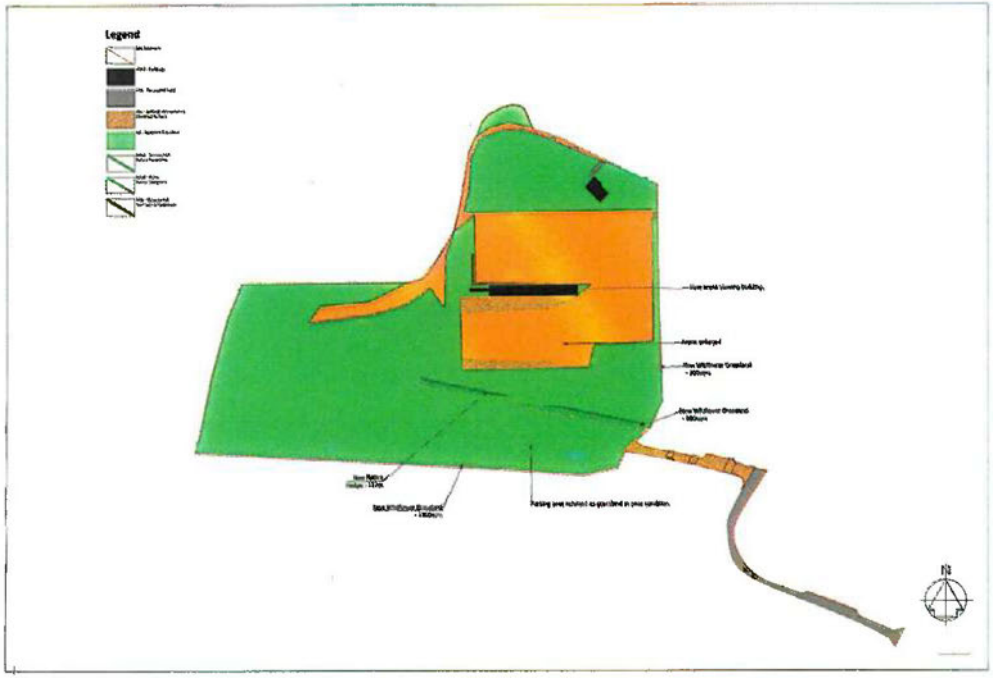
New hedges (dark green lines

Specification of Protective Measures to be Used PM-04

Construction materials will be stored on existing hard or bare ground. Hedges and trees will be protected using tree protection barriers. Given the intervening distance between the enhancement areas and construction areas, no other specific protection measures are proposed.

Habitat Retention Plan PM-F01

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



Creation, Enhancement and Management Targets and Prescriptions

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 6. Grassland Med High and V. High.

Target Habitat				Other Neutral 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. **Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.**	Yes	Other Neutral Grassland		Soils are freely draining slightly acid loamy soils. As such a seed mix such as Wildflower Lawns and Meadows 'Economy Seed Mix for Clay, Loam or Sandy Soils with Wild Orchid' shall be used. The existing grassland shall be scarified first to ensure good colonisation and reduction of perennial rye-grass.	Once seeded management will proceed with an annual cut to ensure the characteristic species remain.
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	Other Neutral Grassland		The diverse seed mix selected will result in a range of sward heights, as will the presence of the adjacent hedge which will create a different microclimate from the grassland edge to the hedge.	The grassland will be subject to a full cut in late summer, but areas abutting the modified grassland (which is regularly mown) shall be cut on a gradient to create a smooth ecotone with this habitat. Areas along the hedges shall remain rarely cut.
C	Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes	Other Neutral Grassland		Seeding shall naturally create areas of dense and sparse vegetation. Rabbits might also contribute to this.	It is proposed to keep 1% of the habitat open by annual turning or scalping of small areas of soil. Should the area exceed 5% (e.g. from rabbits) then further seeding shall be undertaken to bring this back within range.
D	Cover of bracken *Pteridium aquilinum* less than 20% and cover of scrub (including bramble) less than 5%.	Yes	Other Neutral Grassland		Bracken and bramble do not appear frequent in the immediate vicinity.	Annual cutting shall keep these subdued if they arise.
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.	No	Other Neutral Grassland		Given the likely nutrient input in the past, it is possible that species such as nettle and dock will arise.	Should such species approach 5% of total area, hand-pulling or hand-spraying shall be used to remove denser areas of such species.

	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^2 present, including forbs that are characteristic of the habitat type. **Note – this criterion is essential for achieving Good condition for non-acid grassland types only.**	No	Other Neutral Grassland		Given the likely nutrient input in the past, it is possible that some more vigorous species will dominate and other slower-growing or more specialist species will not flourish. As such this diversity is not being targeted.	Management shall seek to keep a characteristic sward and if this diversity can be achieved it will be recorded.

Additional Management Prescriptions (GH-B01)

Please use this space to detail any additional management measures to be conducted along with the above measures. These may for example include (but are not limited to) measures specifically relating to the presence of protected species or may be additional measures that are in support of local nature recovery targets and, or, planning policy.

Grassland (Medium, High, and Very High Distinctiveness)

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

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

Action	Relevant Parcels	Timing	Prescriptions
Harrowing/scarifying	Other Neutral Grassland	Late summer 2024	Land proposed for other neutral grassland shall be subject to harrowing or scarifying prior to seeding. At least 50% of the sward shall be opened up to allow seeding.
Seeding	Other Neutral Grassland	October 2024	Land opened up shall be seeded at the recommended rate of 3g per m2, during settled weather and ideally just before rain.
Cutting	Other Neutral Grassland - Margin	April-October 2025	The marginal edge (c.0.5m) of the habitat shall be graded down to the abutting modified grassland on a regular basis, as and when the modified grassland is cut.
Cutting	Other Neutral Grassland	September 2025 and every September going forwards	Habitat to be allowed to grow over 2025 then cut once at the end of the growing season to c.70mm height. Arisings shall be lifted and removed from site.
Sward opening	Other Neutral Grassland	April 2025 and every September going forwards	An area equal to 1% of the habitat shall be opened up by scalping or scraping of the sward to expose small areas of open ground. This shall be done during mild weather such that reptiles and other small animals are not harmed.

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

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Comments
Betony	Betonica officinalis	2.69	
Birds-foot-trefoil	Lotus corniculatus	2.80	
Cat's-ear	Hypochaeris radicata	0.67	
Common Knapweed	Centaurea nigra	1.57	
Common Spotted Orchid	Dactylorhiza fuchsii	8.96	
Cowslip	Primula veris	3.36	
Devil's-bit Scabious	Succisa pratensis	2.13	
Field Scabious	Knautia arvensis	2.47	
Goat's-beard	Tragopogon pratensis	0.49	
Green-winged Orchid	Orchis morio	8.96	
Lady's Bedstraw	Galium verum	6.72	
Meadow Buttercup	Ranunculus acris	5.60	
Meadow Cranesbill	Geranium pratense	0.36	
Meadow Vetchling	Lathyrus pratensis	0.40	
Musk Mallow	Malva moschata	2.80	
Oxeye Daisy	Leucanthemum vulgare	6.72	
Pepper Saxifrage	Silaum silaus	0.94	
Ragged Robin	Lychnis flos-cuculi	1.79	
Red Clover	Trifolium pratense	1.75	
Ribwort Plantain	Plantago lanceolata	1.79	
Rough Hawkbit	Leontodon hispidus	1.18	
Selfheal	Prunella vulgaris	2.47	
Sorrel	Rumex acetosa	1.90	

Toadflax	Linaria vulgaris	2.24	
Tufted Vetch	Vicia cracca	0.96	
Wild Carrot	Daucus carota	1.74	
Yarrow	Achillea millefolium	4.26	
Yellow Rattle	Rhinanthus minor	2.24	
Common Bent	Agrostis capillaris	2.50	20% grasses - % of each grass assumed
Crested Dogstail	Cynosurus cristatus	2.50	20% grasses - % of each grass assumed
Sweet Vernal Grass	Anthoxanthum odoratum	2.50	20% grasses - % of each grass assumed
Quaking Grass	Briza media	2.50	20% grasses - % of each grass assumed
Sheep's Fescue	Festuca ovina	2.50	20% grasses - % of each grass assumed
Slender Creeping Red Fescue	Festuca rubra ssp. litoralis	2.50	20% grasses - % of each grass assumed
Smaller Cat's-tail	Phleum bertolonii	2.50	20% grasses - % of each grass assumed
Yellow Oat-grass	Trisetum flavescens	2.50	20% grasses - % of each grass assumed

Other Supporting Information

Supporting Information (GH-B02)

Please use this space to provide any additional information where relevant.

What Does Success Look Like? (GH-F01)





Hedgerow

Creation, Enhancement and Management Summary (HD-T01)

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

Target Hedgerow Type:			Species-rich Native Hedgerow			
Condition Assessment Criteria		Targeted?	Relevant Features	Creation Approach	Enhancement Approach	Management Approach
A1	Height >1.5m average along length.	Yes	H4, H5	Planting of native hedging whips of 90/120cm in double-staggered rows, 50cm apart, 5-6 plants per linear metre. Allowed to grow to c.2.0 m height before cutting to c.1.8m height and no less than 1.5m height.		Ongoing management every 1-3 years of cutting back to between 1.5-1.8m height.
A2	Width >1.5m average along length.	No	H4, H5	Hedge will likely be c.1m wide.		Ongoing management every 1-3 years of cutting back to shape.
B3	Gap – hedge base Gap between ground and base of canopy <0.5m for >90% of length.	Yes	H4, H5	Planting of native hedging whips of 120/150cm in double-staggered rows, 50cm apart, 5-6 plants per linear metre. Allowed to grow to c.2.0 m height before cutting to c.1.8m height and no less than 1.5m height		
B2	Gap – hedgerow canopy continuity Gaps make up <10% of total length; and no canopy gaps >5m.	Yes	H4, H5	Planting of native hedging whips of 90/120cm in double-staggered rows, 30cm apart, 5 plants per linear metre. Allowed to grow to c.2.0 m height before cutting to c.1.8m height and no less than 1.5m height		
C1	Undisturbed ground and perennial vegetation >1m width of undisturbed ground with perennial herbaceous vegetation for >90% of length: • measured from outer edge of hedgerow, and • is present on one side of the hedge (at least)	Yes	H4, H5	Wildflower (other neutral grassland) seeded to one side of hedge.		Wildflower to be managed as above.

C2	Nutrient-enriched perennial vegetation Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	No	H4, H5	Nettles and docks may appear in the margins due to past nutrient enrichment.		Such species to be maintained at below 20% where possible.This is likely possible in the neutral grassland but may not be possible on the other side.
D1	Invasive and neophyte species >90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on Schedule 9 of WCA) and recently introduced species.	Yes	H4, H5	No such species will be planted and there are none in the vicinity.		Any such species shall be removed if found.
D2	Current damage >90% of the hedgerow or undisturbed ground is free of damage caused by human activities.	No	H4, H5	The adjacent footpath may result in some damage to the hedge. The hedge will require regular cutting which is detrimental to the overall value.		Hedgrows to be cut as required.
E1	Tree class (applicable to hedgerows with trees only) There is more than one age-class (or morphology) of tree present (for example: young, mature, veteran and or ancient), and there is on average at least one mature, ancient or veteran tree present per 20 – 50m of hedgerow.	N/A	H4, H5	N/A		
E2	E2. Tree health (applicable to hedgerows with trees only) At least 95% of hedgerow trees are in a healthy condition (excluding veteran features valuable for wildlife). There is little or no evidence of an adverse impact on tree health by damage from livestock or wild animals, pests or diseases, or human activity.	N/A	H4, H5	N/A		

Additional Management Prescriptions (HD-B01)

Please use this space to detail any additional management measures to be conducted along with the above measures. These may for example include (but are not limited to) measures specifically relating to the presence of protected species or may be additional measures that are in support of local nature recovery targets and, or, planning policy.

Hedgerow

Creation, Enhancement and Management Methods (HD-T02)

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

Action	Relevant Features	Timing	Prescriptions
Planting	H4, H5	October 2024-April 2025	New whips to be planted by hand, heeling-in plants into notches. Plants to be fitted with a bamboo cane and biodegradable guard if deemed necessary.
Watering	H4, H5	June-August 2025	If necessary, plants to be watered once a week during dry spells at a rate of 5l per linear metre.
Pruning	H4, H5	September-February of appropriate year	Once plants reach c.2.0m height, they are to be trimmed to between 1.5-1.8m height.
Ongoing pruning	H4, H5	September-February of appropriate year	Cut every 1-3 years, no lower than 1.5m height.

Hedgerow Species Lists (HD-T03)

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Comments

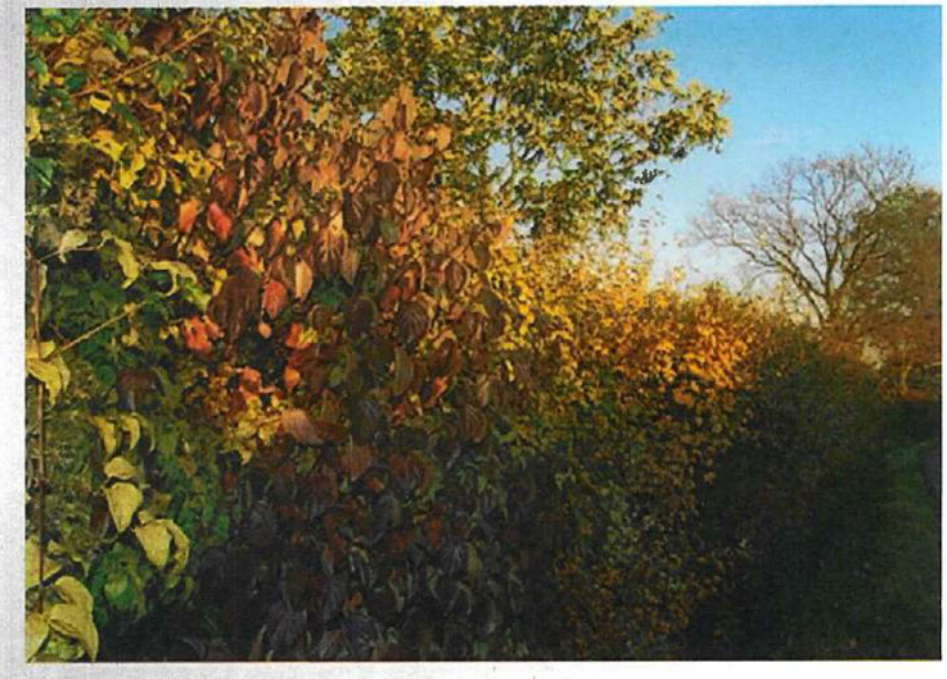
Common Hawthorn	Crataegus monogyna	65	
Blackthorn	Prunus spinosa	5	
Field Maple	Acer campestre	5	
Dogwood	Cornus sanguinea	5	
Crab Apple	Malus sylvestris	5	
Guelder Rose	Viburnum opulus	5	
Dog Rose	Rosa canina	5	
Hazel	Corylus avellana	5	

Other Supporting Information

Supporting Information (HD-B02)

Please use this space to provide any additional information where relevant.

What Does Success Look Like? (HD-F01)



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

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

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

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
01/6/2025	Hedge	New hedge failing to establish	Over 5% mortality of hedge whips.	Replace failed plants as required every winter.
01/6/2025	Hedge	Invasive species appear in hedge.	Any INNS is recorded.	Manually removed INNS as per current best practice, ensuring no spread of seeds, rhizomes etc. Submit record of the species.
01/6/2026	Hedge	Hedge plants fail or are shaded out	Any gaps over 0.5m in the hedge occur	In-plant as required every winter.
01/6/2025	Other Neutral Grassland	Bracken and/or bramble exceed 20% cover	Over 20% of bracken and/or bramble after the first growing season.	Initially, cut to ground level in autumn. Undertake another cut in April-May once bracken has emerged. If these species continue to arise consider spot-spraying with a specific herbicide.
01/6/2026	Other Neutral Grassland	Seed mix fails to establish	Over 5% bare ground remains after year 2	Re-seed bare areas at the appropriate time.
01/6/2026	Other Neutral Grassland	Seed mix fails to establish	Over 5% bare ground remains even after the above remediation, or grassland frequently becomes bare.	Consider altering seed mix to favour those species which survive. Take actions to stop any causes such as rabbits.
01/6/2029	Other Neutral Grassland	Species composition is not a good reflection of G3c habitat type.	The Condition Assessment criteria A is failed or the habitats fails to accord with the UKHABS G3c description – e.g. perennial ryegrass becomes over-dominant, as recorded during any monitoring visit.	Any areas failing this criteria shall be re-harrowed and seeded in early spring of the following year.

3. Monitoring Schedule

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

Monitoring Strategy

Provide details of the monitoring strategy to encourage successful implementation of the management plan (MS-B01)
Provide details of methods that will be used to compare the baseline habitat with the proposed retention, creation or enhancement measures. For example, this may include before-and-after photos, before-and-after surveys and species lists, etc. Given the simple nature of the proposals, Monitoring will be relatively simple. Initially a site inspection will confirm habitat creation of the hedge and wildflower; following this follow-up visits will be undertaken to ensure the habitat is established. After this period monitoring can be relaxed.

Monitoring Methods and Intervals MS-T01

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

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

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Other neutral grassland	To be undertaken on entire area of Neutral Grassland. Undertake quadrat sampling to identify the habitat type that is establishing and then number of species per m^2. Estimate percentage of bare ground, bramble and bracken cover. Collect a botanical species list across grassland to check against target species list	Annually in years 1, 3, 5, then every 5 years. Surveys to be completed between May and August
Native Hedges	All new hedges to be inspected. Average height and width to be estimated. Species richness to be counted. Gappiness to be estimated. Areas of disturbed ground, percentage of undesirable species, and presence of INNS to be recorded.	Annually in years 1, 3, 5, then every 5 years. Surveys to be completed between May and August

Monitoring Reports

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

Monitoring Report Schedule MS-T02

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

Organisation Responsible for Submitting the Monitoring Reports	Organisation Receiving and Responsible for Reviewing Reports
South Downs Ecology Ltd	Horsham District Council

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

Project Year	Month Report to be Submitted	Month Management Plan to be reviewed	Comments
Y1	October	October	Report on results of initial grassland enhancement and hedge creation measures.
Y3	July	July	Report on results of ongoing establishment of habitats and initial trim of hedges.
Y5	July	July	Report on results of final establishment of habitats and regular trimming of hedges if necessary by this point.
Y10	July	July	Report on results of ongoing management of habitats and regular trimming of hedges.
Y15	July	July	Report on results of ongoing management of habitats and regular trimming of hedges.
Y20	July	July	Report on results of ongoing management of habitats and regular trimming of hedges.
Y25	July	July	Report on results of ongoing management of habitats and regular trimming of hedges.
Y30	July	July	Report on results of ongoing management of habitats and regular trimming of hedges.

Adaptive Management

Summary of Adaptive Management Approaches (MS-B02)
The hedges will require little adaptive management, mostly related to replanting or in-planting to ensure they remain dense. The grassland might be dominated by coarse grasses such as perennial rye-grass and cocksfoot which might persistently overtake other species and result in failure of Criterion A. If this is the case, either more significant remediation works can be undertaken, such as complete strip of the land and re-seeding, or the grassland can be re-assessed as a modified grassland, and the shortfall in units compensated by enhancement of further grassland. Should any INNS take hold that cannot easily be eradicated, a professional contractor will be engaged to undertake a full warranty-backed removal of the species.

NATURAL ENGLAND

Department for Environment Food & Rural Affairs

Companion Document

Templates for use with

Habitat Management and Monitoring Plan

and

Monitoring Report

Contents

1. Baseline and Environmental Information 2

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1. Baseline and Environmental Information

Biological Records

Designated Sites (BI-T01)

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

Site Name	Designation	Distance from Project Site	Potential Impact from Project
			Positive
			Negative
			Negligible
Park Farm Cutting	SSSI	1.36 km SW	Negligible
Upper Arun	SSSI	1.5 km W	Negligible
Arun Valley	SPA, Ramsar, SAC	1.83 km S	Negligible
Pulborough Brooks	SSSI	1.83 km S	Negligible
The Mens	SAC	3.2 km NE	Negligible
Middle Barn Farm Meadow	SNCI	1.0 km S	Negligible
Toates Wood	SNCI	1.65 km N	Negligible

Summary of Designated Sites (BI-B01)

The closest site is Park Farm Cutting SSSI, 1360.0 m south-west. This is a geological designation. The site lies 1.5 km east of the Upper Arun SSSI, 1.83km north of the Arun Valley SPA, Ramsar, SAC and Pulborough Brooks SSSI. Within the 12.0 km buffer zone of these sites, impacts upon Bewick's swan must be considered. The site is within the Sussex North Water Supply Zone, but as it does not increase overnight accommodation the proposals do not have to achieve water neutrality.

The Impact Risk Zones of the SSSI suggest that all planning applications (except householder) outside or extending outside existing settlements/urban areas affecting greenspace, farmland, semi natural habitats or landscape features such as trees, hedges, streams, rural buildings/structures require consultation with Natural England.

The site is 3.2 km south-west of The Mens SAC, and therefore within the 6.5 km Key Conservation Area of South Downs Bat SACs, whereby any impacts upon bats must be considered (SDNPA and NE 2018).

The closest non-statutory sites are Middle Barn Farm Meadow, 1.0 km south and Toates Wood SNCI, 1.65km north.

Constraints and Opportunities for Project (BI-B02)

Given the proximity to The Mens SAC, the potential for both positive and negative impacts upon bats which form the qualifying features of the SAC has been considered.

The potential for both positive and negative impacts upon Bewick's swans, which form the qualifying features of the Arun Valley SPA has been considered.

Protected and Notable Species (BI-T02)

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

Species	Dates	Conservation Status	Distance of Closest Record	Potential Impact from Project
				Positive
				Negative
				Negligible
Soprano pipistrelle	2016	European Protected Species	1.56 km S	Negligible
Widespread Reptiles	Present	Protected under Wildlife and Countryside Act 1981	Present Locally	Negligible
[redacted]				
Birds	Present	Species protected under Schedule 1 of the Wildlife and Countryside Act 1981	Known to be present locally	Negligible

Summary of Protected and Notable Species (BI-B03)

There was limited potential for protected and notable species locally. Birds, bats [redacted] and widespread reptiles are all present locally but would not be impacted by proposals.

Constraints and Opportunities for Project (BI-B04)

The proposals present negligible risks to wildlife other than some very limited potential impacts on nesting birds. These do not significantly constrain the proposals.

opportunities for both nesting and foraging birds by planting and enhancing hedges and creating marginal wildflower areas. Species such as woodlark would use such habitats as would barn owls. The proposals also present significant opportunities for reptiles, invertebrates and small mammals.

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



Baseline Habitats Survey

Ecologist responsible for baseline surveys (BI-T03)	
Name or Initials	George Sayer
Organisation	South Downs Ecology
Survey Date	05/03/2024

Statement of Competency

I have worked full-time as an ecologist since January 2016. I am a full member of CIEEM and the Arboricultural Association and hold level 2 bat and level 1 GCN licences. I have worked on a range of development and habitat creation projects covering a range of sites, habitats and species. I have worked in BNG since 2020.

Survey conditions and limitations

The survey was relatively early in the year for grassland identification; however, the nature of the grassland was clear and this limitation is not considered significant.

Habitat Degradation

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

There have been no significant degradations. The site is in constant use for equestrian purposes so whilst some grassland becomes denuded over time this is a natural feature of the site and the grassland has been assessed with denuded areas included in condition assessment.

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

All habitats have been input as surveyed.

Baseline Habitat Descriptions and Condition

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

Habitats (BI-T04)

Parcel Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)
Example: 1,2,5,6	Other neutral grassland – G3C	No	Yes	Habitat description - criteria 1 - pass criteria 2 - not targeted criteria 3 - pass	Moderate	7.2
1	Modified Grassland	No	No	Description – well-tended amenity grass areas used for horse track Criterion A – Fail -4.3 species per sqm Criterion B – Fail – generally 10cm height Criterion C – Pass – No scrub Noted Criterion D – Fail – Extensive areas worn bare Criterion E – Pass – Bare ground between 5-10% Criterion F – Pass – No bracken Criterion G – Pass – No NNIS	Poor	3.77
2	Artificial Unvegetated, Unsealed Surface	No	No	Horse arena, parking, access track and bare earth surrounds – Condition Assessment N/A	N/A	1.35
3	Developed Land	No	No	Building, tarmac drive and hardstanding – Condition Assessment N/A	N/A	0.16

Hedgerows (BI-T05)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Length (km)
1	Native hedgerow	No	Yes	Well-maintained hedges surrounding the grassland on site. Mostly hawthorn.	Moderate	0.74

				A1 – Pass – above 1.5m height A2 – Fail – below 1.5m width B1 – Pass – dense down to the ground B2 – Fail – several gaps over 5m C1 – Pass – Undisturbed ground present to both sides C2 – Pass – such species below 20% D1 – Pass – none noted D2 – Fail – regular management up to the hedge and regular flailing		
2	Native hedgerow with trees	No	Yes	Hedgerow with regular emergent trees to north of site. A1 – Pass – above 1.5m height A2 – Fail – below 1.5m width B1 – Pass – dense down to the ground B2 – Pass – no gaps over 5m C1 – Pass – Undisturbed ground present to both sides C2 – Pass – such species below 20% D1 – Pass – none noted D2 – Fail – regular management up to the hedge and regular flailing E1 – Fail – all similar age E2 – Pass – generally in good condition	Moderate	0.078
3	Non-native and ornamental hedgerow	No	No	Coniferous hedge – Condition Assessment N/A	Poor	0.096

Priority and Irreplaceable Habitats

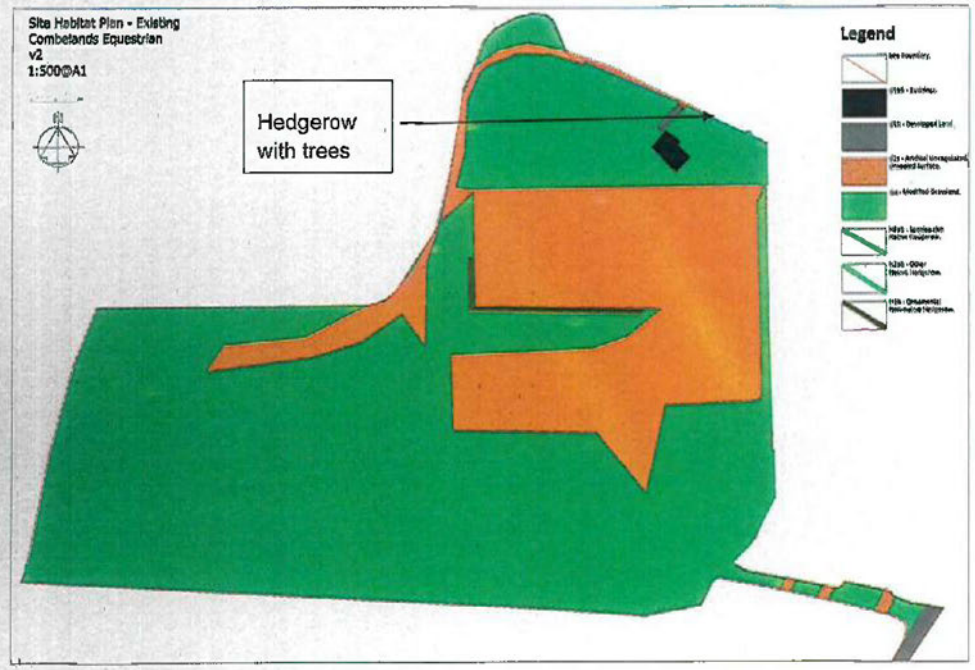
Summary of Priority and Irreplaceable Habitats (BI-B07)

Hedges on-site are all priority habitats.

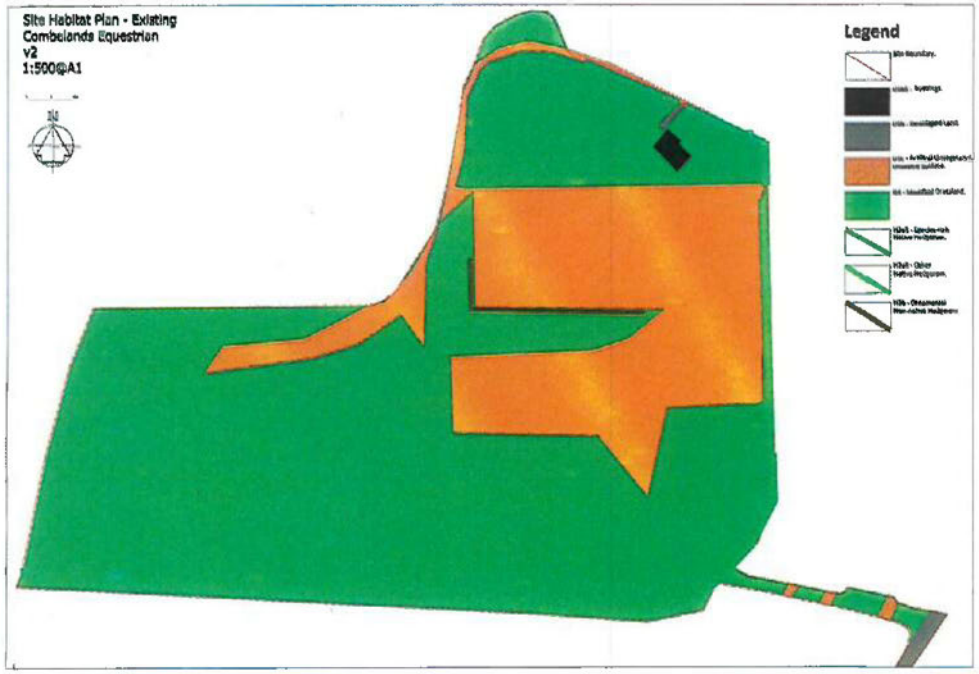
Potential Constraints and Opportunities for Project (BI-B08)

As priority habitats the hedges should be retained where possible. These have several large gaps and are not well-connected, presenting the opportunity to improve connectivity across the site. The margins of the hedges are currently well-maintained and of little interest. There is an opportunity to enhance these.

Baseline Habitats Plan (BI-F02)



Baseline Distinctiveness and Condition Plan (BI-F03)



Baseline Habitats Photos (BI-F04)

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









Land Tenure and Public Access

Relevant Land Tenure Information (EI-B01)

The site is private but footpath no. 1996 runs through the centre of site. This allows the public to walk through the site.

Potential Impact to Scheme (EI-B02)

Private tenure allows full management by the applicant.

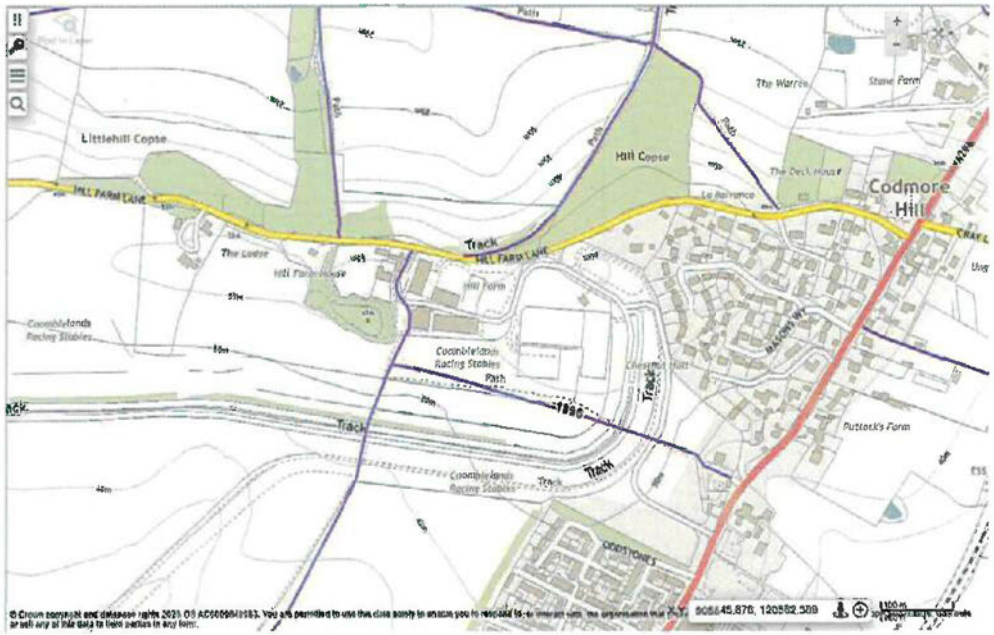
Public Access Information (EI-B03)

Footpath no. 1996 runs through the centre of site. This allows the public to walk through the site. The footpath will remain but a new hedge will be planted to aid in screening the site from the footpath and preventing walkers from straying from the footpath into the equestrian areas.

Potential Impact to Scheme (EI-B04)

The public access might result in increased disturbance of habitats and issues such as dog fouling. It also limits where hedges can be 'gapped-up' as the footpath runs through several hedges.

Land Tenure and Public Access Plan (EI-F01)



Hydrology and Drainage

Summary of Hydrological Information (EI-B17)

The site lies within a High Soil Groundwater Vulnerability Area.

The site lies within the Sussex North Water Resource Zone. Within this zone, proposals must not result in increased water use.

Potential Impact on Project (EI-B18)

This is usually applied when proposals are increasing overnight accommodation. In addition, no additional water use is proposed. As such, the proposals do not need to demonstrate water neutrality. The proposals could not propose new habitats that would significantly increase water use, e.g. a manually-fed pond.

Hydrology and Drainage Plan (EI-F06)

