

Agreement under Section 106 of the Town and Country Planning Act 1990 and Other Powers

relating to biodiversity net gain on part of the land known as Land at Worth Marshes, Kent

Dated

25 February 2026

Dover District Council
(the Council)

The Royal Society for the Protection of Birds
(the Gain Site Operator)

Contents

1	Definitions	1
2	Legal Basis	5
3	Conditionality and Termination	5
4	The Gain Site Operator's Covenants	6
5	The Council's Covenants	7
6	Indexation	7
7	Interest on late payment	7
8	Ownership	7
9	Disputes	7
10	Miscellaneous	8
11	Waiver	9
12	Limitation of Liability	9
13	Notices	9
14	Value Added Tax	10
15	Governing Law	10
16	Execution	10
	Schedule 1 – Plan 1 (Biodiversity Gain Land)	12
	Schedule 2 – Gain Site Operator's Covenants	13
1	Implementation of the Habitat Management and Monitoring Plan	13
2	Allocation	13
3	Biodiversity Gain Site Register	13
4	Habitat Management and Monitoring Plan	14
5	Biodiversity Gain Land Monitoring Contribution	14
6	Access for Inspection	15
7	Step-In Rights	16
8	Recalculation of BNG Capacity	17
	Schedule 3 – Council Covenants	18
1	Habitat Management and Monitoring Plan	18
2	Biodiversity Gain Register	18
3	Habitat Management and Monitoring Contribution	18
4	Right of Access	18

5	Breach Notice and Step-in Rights	18
6	Recalculation of BNG Capacity	19
7	Other	19
	Schedule 4 – Habitat Management and Monitoring Plan	20

Agreement

Dated

25 February 2026

Between

- (1) **DOVER DISTRICT COUNCIL** of Council Offices, White Cliffs Business Park, Whitfield, Dover (the **Council**); and
- (2) **THE ROYAL SOCIETY FOR THE PROTECTION OF BIRDS** (Registered Charity Number 207076, in Scotland SC037654) whose registered office is The Lodge, Potton Road, Sandy, Bedfordshire SG19 2DL, England (the **Gain Site Operator**)

Introduction

- A The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Biodiversity Gain Land is situated;
- B The Gain Site Operator is the registered freehold owner of the Biodiversity Gain Land, which is registered at the Land Registry under title numbers K945161, K532785, K432164 & K160100;
- C This Deed is entered into to ensure that the Biodiversity Gain Land provides a Biodiversity Net Gain to satisfy the requirements of Schedule 7A of the 1990 Act.
- D The Gain Site Operator has completed the Habitat Creation and Enhancement Works and these works have been inspected by the Council and confirmed to be satisfactory by the Council.

It is agreed as follows:

1 Definitions

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings unless the context requires otherwise:

1990 Act means the Town and Country Planning Act 1990 (as amended).

Agreement Expiry Date means a date which is the expiration of the period of 30 years following the Commencement Date.

Allocation means attributing any BNG Capacity, whether in respect of Biodiversity Units or Biodiversity Gain Land, by the Gain Site Operator toward a development's requirement to deliver biodiversity (and **Allocate** and **Allocated** and **Allocations** shall be construed accordingly).

Area Habitat Land means the area in hectares specified in the HMMP which would generate BNG, as measured in area habitat units by the Biodiversity Metric, following the implementation and carrying out of the HMMP and maintenance of the relevant Habitat Creation and Enhancement Works in accordance with the HMMP.

Biodiversity Gain Land means land shown edged red on Plan 1.

Biodiversity Gain Land Monitoring Contribution means the sums set out in the table at paragraph 5.1 of Schedule 2 to this deed.

Biodiversity Gain Site Register means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations.

Biodiversity Metric means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain.

Biodiversity Net Gain or **BNG** means an increase in Biodiversity Units resulting from implementing and carrying out the Habitat Management and Monitoring Plan (as measured using the Biodiversity Metric) that can be Allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the 1990 Act.

Biodiversity Unit(s) means the quantum of biodiversity as measured by the Biodiversity Metric.

BNG Capacity means the total Biodiversity Net Gain to be generated on the Biodiversity Gain Land comprising the:

(a) Area Habitat Land;

resulting from the implementation and carrying out of the Habitat Management and Monitoring Plan on the Biodiversity Gain Land.

Breach Notice means a notice which may be served by the Council on the Gain Site Operator under paragraph 5 of Schedule 3 of this Deed.

Commencement Date means the date of this Deed.

Council's Costs means the sum of £1,375 as a contribution towards the Council's legal and administrative cost incurred in drafting, reviewing and registering this Deed.

Deed means this agreement.

Default Interest Rate means 2% per annum above the base rate of the Bank of England from time to time.

DEFRA means the public body known as the Department for Environment, Food & Rural Affairs or any successor body which acts as the Government's advisor for the natural environment, food or rural affairs in England.

Expert has the meaning given by Clause 9 of this Deed.

Force Majeure Event means a circumstance not within the control of the Gain Site Operator including without limitation (a) an act of God such as a drought, flood or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; (d) excessive and persistent weather changes; (e) wildfire, arson or other anti-social behaviour; (f) nuclear, contamination; or (g) compulsory purchase.

Habitat Creation and Enhancement Works means the habitat creation and 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 or **HMMP** means the approved document titled 'Management and Monitoring Plan' at Schedule 4 which contains written narrative and spatial mapping details for Biodiversity Net Gain on the Biodiversity Gain Land (and any modification to it under Clause 3.7 or paragraph 3.3 or 4 of Schedule 2).

Index means the All-In Tender Price Index published by Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other Index as the Council may reasonably nominate in the event that the All-In Tender Price Index shall no longer be published or its name or methodology be materially altered.

Index Linked means all payments expressed in this Deed are to be increased from the date of this Deed to the date of payment by reference to the Index applying the following formula:

$D = A \times B/C$ where:

A = the sum stated to be payable in this Deed;

B = the last Index figure published prior to the payment date;

C = the last Index figure last published prior to the date of this Deed; and

D = the sum payable to the Council.

Modification Notice means a notice given by the Gain Site Operator to the Council:

- (a) identifying land which at the date of the notice:
 - (i) forms part of the Biodiversity Gain Land;
 - (ii) has not been Allocated; and
 - (iii) which is proposed to be removed from the Biodiversity Gain Land;
- (b) including a draft:
 - (i) modified Habitat Management and Monitoring Plan to reflect the area to be removed; and
 - (ii) application to amend the Registration so it accurately reflects the consequences of such a modification.

Monitoring Fee means the sum of £500 per Trigger Event towards the Council's costs of monitoring the Gain Site Operator's compliance with the terms of this Deed.

Monitoring Report means the monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan.

Natural England means the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England.

Gain Site Operator's Obligations means the obligations given to the Council by the Gain Site Operator as set out in Schedule 2.

Parties means (collectively) the Council and the Gain Site Operator and **Party** shall refer to any of them as the context requires.

Plan 1 means the plan marked "Plan 1" at Schedule 1 (including any modification of it under Clause 3.7).

Register means act of applying for Registration on the Biodiversity Gain Site Register.

Registration means the record on the Biodiversity Gain Site Register of the Biodiversity Gain Land, the BNG Capacity, the Remaining BNG Capacity, and any Allocations.

Relevant Event means any of the following events: (a) a change in the law and/or national policy; or (b) a decision of a Court, tribunal, Secretary of State or other decision maker with competence THAT results in biodiversity gain not being required by law or the Biodiversity Gain Land the subject of this Deed no longer being considered by the Biodiversity Gain Site Operator (acting reasonably) to be an effective form of Biodiversity Net Gain.

Remaining BNG Capacity means the available BNG Capacity on the Biodiversity Gain Site Register which can be Allocated to a development.

Trigger Date means each date upon which a Trigger Event occurs.

Trigger Event means each payment of a tranche of the Biodiversity Gain Land Monitoring Contribution by the Gain Site Operator pursuant to the table at Paragraph 5.1 of Schedule 2 of this Deed.

Variation Event means any of the following events that would have a material impact on the delivery of any Biodiversity Net Gain in respect of any Remaining BNG Capacity:

- (a) a change in Natural England's guidance or policies;
- (b) a change in scientific opinion based on evidence;
- (c) a change in industry practices or in the generally accepted calculation methods for the type or extent of land required to achieve Biodiversity Net Gain;
- (d) the Biodiversity Metric is amended, updated, or replaced by Natural England and/or DEFRA;
- (e) the Biodiversity Gain Land becomes designated under law or is otherwise encumbered by any right which would be incompatible with the Biodiversity Net Gain or any existing Allocation; or
- (f) such other event as may be agreed between the Parties as constituting a Variation Event.

Working Day means Monday to Friday inclusive excluding Bank or public holidays.

1.2 Clause headings do not affect the interpretation of this Deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.7 A reference to the Gain Site Operator includes those deriving title through or under it. A reference to the Council includes any successors to its statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision does include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to Clauses and Schedules are to the Clauses and Schedules of this Deed.
- 1.13 An obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.14 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 terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 Legal Basis

- 2.1 This Deed is made under Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 with intent that it creates planning obligations binding the Gain Site Operator's interest in the Biodiversity Gain Land.
- 2.2 The obligations, restrictions and covenants in Clause 4 are planning obligations for the purposes of Section 106 of the 1990 Act enforceable by the Council as local planning authority.

3 Conditionality and Termination

- 3.1 This Deed is effective on the date it is dated.
- 3.2 This Deed may be terminated at the request in writing by the Gain Site Operator to the Council in the event that Natural England refuses to register the Biodiversity Gain Land on the

Biodiversity Gain Site Register and a discharge notice shall be issued by the Council and the Deed shall be removed from the Local Land Charges register.

- 3.3 This Deed shall terminate on the Agreement Expiry Date, where the Gain Site Operator is not in material and continuing breach of its obligations at that date.
- 3.4 Where a Relevant Event occurs, the obligations in Clause 4 shall not apply in relation to any Biodiversity Gain Land which has not been Allocated at the date of the Relevant Event and the Local Land Charges register shall be amended accordingly.
- 3.5 In the event of a Variation Event the Gain Site Operator and the Council may by agreement make such changes to this Deed and/or the Habitat Management and Monitoring Plan (with such changes to be documented in a deed of variation to this Deed) as are reasonably required to take account of the Variation Event.
- 3.6 The termination of this Deed under this Clause 3 shall not affect any accrued rights and liabilities or any rights or remedies of the parties for breach, non-observance of non-performance of the obligations under this Deed.
- 3.7 The Gain Site Operator may modify or discharge all or part of the Biodiversity Gain Land by serving a Modification Notice on the Council and Plan 1 shall be modified (and the modified version noted on this Deed by way of memorandum) and the Local Land Charges register shall be amended accordingly.
- 3.8 A Modification Notice may only be served in respect of the Biodiversity Gain Land where:
- (a) no Allocations have been made at the date of the notice; or
 - (b) at the date of the notice no land which is sought to be removed from the Biodiversity Gain Land has been Allocated.
- 3.9 Where this Deed is terminated varied or discharged pursuant to this Clause 3 the Council and the Gain Site Operator may by agreement in writing determine how any sum paid to the Council by way of the Biodiversity Gain Land Monitoring Contribution shall be applied after such termination/variation.

4 The Gain Site Operator's Covenants

- 4.1 The Gain Site Operator covenants with the Council so as to bind its interest in the Biodiversity Gain Land as set out in Schedule 2 of this Deed.
- 4.2 The Gain Site Operator covenants with the Council to;
- 4.2.1 Within 10 (ten) Working Days of any Trigger Date to notify the Council of the date and the Trigger Event that occurred on the Trigger Date.
 - 4.2.2 To pay the Monitoring Fee to the Council for each Trigger Event that occurs under this Deed. Payment to be made when notification of any Trigger Event is given to the Council in accordance with clause 4.2.1.
 - 4.2.3 To pay the Council's Costs to the Council prior to the date of this Deed.

5 The Council's Covenants

The Council covenants with the Gain Site Operator as set out at Schedule 3.

6 Indexation

- 6.1 All financial contributions payable to the Council shall be Index Linked.
- 6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Gain Site Operator in writing.

7 Interest on late payment

If any sum or amount has not been paid to the Council by the date it is due, the Gain Site Operator shall pay the Council interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

8 Ownership

- 8.1 The Gain Site Operator shall notify the Council within 20 Working Days of any change in ownership of any of its interests in the Biodiversity Gain Land occurring before all the obligations under this Deed have been discharged other than any disposal to a statutory undertaker or other person who acquires any part of the Biodiversity Gain Land or interest therein for the exclusive purpose of carrying out their statutory undertaking.
- 8.2 Notice under Clause 8.1 shall include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Biodiversity Gain Land or unit of occupation purchased by reference to a plan.

9 Disputes

- 9.1 In the event of any dispute or difference arising out of the terms of this Deed such dispute or difference may, subject to Clause 9.4, be referred by any Party giving written notice to the other Parties to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as the Expert whose decision shall be final and binding on the parties in the absence of manifest error.
- 9.2 Any costs incurred by referring a dispute to the Expert under this clause shall be borne by the Party incurring such costs unless the Expert determines otherwise.
- 9.3 A person appointed under this clause shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:
- (a) each Party to the dispute must submit its first representations to the person appointed under Clause 9.1 above within 28 days of the person appointed writing to the parties requesting such representations; and

- (b) once the parties to the dispute have received the first representations that each has submitted to the person appointed under sub-Clause (a) above, they shall have a further 14 days to submit to the person appointed their response to these first representations.

9.4 This Clause does not:

- (a) affect the Council's ability to apply for and be granted:
 - (i) declaratory or injunctive relief, specific performance, payment of any sum, damages or any other means of enforcing this Deed; or
 - (ii) consequential and interim orders and relief;
- (b) not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts;
- (c) fetter any Party's rights to bring an action in the courts;
- (d) apply to any dispute in relation to any matter which is expressly to be agreed or approved or determined by any Party in its absolute discretion under this Deed or in relation to any failure or delay by such Party in agreeing or approving or determining such matter in its absolute discretion.

10 Miscellaneous

10.1 Where the agreement, approval, consent or expression of satisfaction is to be given by any Party or any person on behalf of any Party hereto under this Deed such agreement, approval or consent or expression of satisfaction:

- (a) shall not be unreasonably withheld or delayed;
- (b) shall be given in writing; and
- (c) may be validly obtained only before the act or event to which it applies.

10.2 Where any payment of costs or other payments are to be made by the Gain Site Operator to the Council such costs and other payments shall be deemed to be reasonable and proper.

10.3 This Deed is a Local Land Charge and will be registered as such by the Council.

10.4 The Parties do not intend any person to have the benefit of the Contract (Rights of Third Parties) Act 1999.

10.5 If any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.

10.6 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a Party to this Deed.

- 10.7 Nothing contained or implied in this Deed shall be construed as preventing the Gain Site Operator from undertaking other environmental projects on the Biodiversity Gain Land provided that such projects adhere to additionality principles and do not impede the Gain Site Operator from delivering the Habitat Creation and Enhancement Works and complying with the HMMP.

11 Waiver

No waiver (whether expressed or implied) by any Party of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any Party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12 Limitation of Liability

- 12.1 No person shall be liable under this Deed after it shall have parted with its interest in the Biodiversity Gain Land (or in the event of a disposal of part of the Biodiversity Gain Land be liable in respect of that part disposed) but without prejudice its liability for any subsisting breach arising prior to parting with such interest (or part thereof).
- 12.2 This Deed shall not be enforceable against:
- (a) any statutory undertaker who acquires any part of the Biodiversity Gain Land or interest therein for the exclusive purpose of carrying out their statutory undertaking; or
 - (b) any person whose only interest in the Biodiversity Gain Land or any part of it is in the nature of the benefit of a licence, easement or covenant, or as the owner of the sub-soil of any highway within the Biodiversity Gain Land ; or
 - (c) any future mortgagee or chargee of any part of the Biodiversity Gain Land unless it takes possession of the Biodiversity Gain Land or any part of it in which case it shall be bound by the obligations in Clause 4 as a person deriving title through the Gain Site Operator and any such mortgagee or chargee will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Biodiversity Gain Land.
- 12.3 No person shall be liable for breach of obligation if it is shown:
- (a) that the breach occurred as a result of a Force Majeure Event; or
 - (b) that the breach occurred as a result of doing, or not doing, something in an emergency in circumstances where it was necessary for that to be done, or not done, in order to prevent loss of life or injury to any person; and

FOR THE AVOIDANCE OF DOUBT the Council shall not serve a Breach Notice in relation to such a breach.

13 Notices

- 13.1 Any notice to be given under this Deed shall be:
- (a) in writing; and
 - (a) either

- (i) delivered by hand; or
 - (ii) sent by pre-paid first-class post or other next working day delivery service.
- (b) sent to
 - (i) the Council at the address referred to on page 1 of this Deed (marked for the attention of the Head of Planning and Development or as otherwise notified to the Gain Site Operator from time to time); and
 - (ii) any other Party at its registered address (marked for the attention of RSPB Chief Executive Officer at The Lodge, Pottton Road, Sandy, Bedfordshire SG19 2DL or as otherwise notified to the Council from time to time).

13.2 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14 Value Added Tax

14.1 Any sum payable under this Deed is exclusive of VAT (if any).

14.2 If at any time VAT is required to be paid in respect of any sum due under this Deed then to the extent that VAT had not been previously charged in respect of that sum the Council shall have the right to issue a VAT invoice and the VAT shall be paid accordingly.

15 Governing Law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

16 Execution

This Deed has been executed by the Parties and is delivered on the date on the first page.

Executed as a deed by affixing the seal of
DOVER DISTRICT COUNCIL in the



Executed as a deed by affixing the seal of)
THE ROYAL SOCIETY FOR THE)
PROTECTION OF BIRDS in the presence)
of:)

Director Name: (



Director Signature

Director Name (C



Director Signature



Schedule 1– Plan 1 (Biodiversity Gain Land)



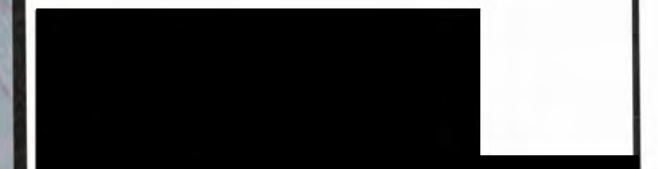
RSPB Worth BNG Baseline

Site Boundary

Red line boundary (23.85 ha)

Habitats Baseline

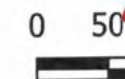
Cereal crops (23.8532 ha)



Date drawn:
2025-01-08

Scale:
1:5,200

Central



All rights reserved. RSPB licence 100021787

This drawing contains data reproduced from Aerial imagery © 2024, Airbus, CNES / Airbus, Getmapping plc, Infoterra Ltd & Bluesky, Landsat/ Copernicus, Maxar Technologies, Map data © 2024



Schedule 2 – Gain Site Operator's Covenants

The Gain Site Operator covenants with the Council so as to bind its interest in the Biodiversity Gain Land as follows:

1 Implementation of the Habitat Management and Monitoring Plan

1.1 To:

- (a) maintain the Biodiversity Gain Land in accordance with the Habitat Management and Monitoring Plan for a period of not less than 30 years from the Commencement Date; and
- (b) provide a Monitoring Report to the Council within 20 (twenty) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan.

2 Allocation

2.1 To notify the Council when:

- (a) the BNG Capacity is first Allocated; and
- (b) the BNG Capacity has been fully Allocated.

2.2 Not to Allocate any BNG Capacity:

- (a) while an application to amend the Registration is pending (but for the avoidance of doubt a pending application for the registration of an Allocation on the Register will not prevent the further Allocation of any BNG Capacity); and
- (b) unless
 - (i) the Allocation is subsequently recorded on the Biodiversity Gain Site Register; and
 - (ii) the Remaining BNG Capacity as recorded on the Biodiversity Gain Site Register is sufficient to fulfil any such Allocation.

3 Biodiversity Gain Site Register

3.1 To:

- (a) Apply to register the Biodiversity Gain Land on the Biodiversity Gain Site Register as soon as reasonably practicable PROVIDED THAT the Council is hereby authorised to apply to revise the Registration in line with any determination by the Expert;
- (b) pay the Council's reasonable costs in respect of any application by it to applying to amend the Registration under sub-paragraph 3.1(a);
- (c) notify the Council in writing of the date of any Registration within 10 Working Days of it occurring;
- (d) do the following if an application to Register the Biodiversity Gain Land under sub-paragraph 3.1(a) is unsuccessful, as soon as reasonably practicable:

- (i) notify the Council in writing;
 - (ii) remedy the defects in the application;
 - (iii) re-apply to register the Biodiversity Gain Land on the Biodiversity Gain Site Register; and
 - (iv) continue to notify the Council and remedy defects in any application until the Biodiversity Gain Land is Registered;
 - (e) apply to amend the Registration if directed by the Expert under Clause 9.
- 3.2 Not to amend the Registration without the Council's prior written approval, other than to record additional Allocations or where necessary to comply with this Deed.
- 3.3 To do the following when a Modification Notice is served pursuant to Clause 3.7:
- (a) submit the modified Habitat Management and Monitoring Plan to the Council in the approved form, to be attached to this Deed by way of memorandum; and
 - (b) apply to amend the Registration in the approved form.

4 Habitat Management and Monitoring Plan

- 4.1 To notify the Council of any requested amendment to the Habitat Management and Monitoring Plan, such notice to include:
- (a) the proposed amended Habitat Management and Monitoring Plan;
 - (b) a statement of reasons for such amendment; and
 - (c) confirmation (with reasons) that the amendment would not prejudice:
 - (i) the use or management of the Biodiversity Gain Land in a manner consistent with its function to deliver Biodiversity Net Gain; and
 - (ii) the continued functioning of the Biodiversity Gain Land for Biodiversity Net Gain or any existing Allocation.
- 4.2 Where the Council agrees (or the Expert determines) that an amended Habitat Management and Monitoring Plan is approved under paragraph 4.1 of this Schedule, to:
- (a) apply to amend the Registration as soon as reasonably practicable where necessary to reflect the BNG Capacity or Remaining BNG Capacity under the amended or replacement Habitat Management and Monitoring Plan; and
 - (b) keep the Council informed of the progress of the application and take all reasonable steps to conclude it (including correcting and re-submitting it where necessary).

5 Biodiversity Gain Land Monitoring Contribution

- 5.1 To pay the sums specified in column 2 of the following table to the Council within 10 Working Days of the respective date specified in column 1 of the table as a Biodiversity Gain Land Monitoring Contribution towards the Council's costs of monitoring compliance with the Gain

Site Operator's obligations under this Deed that relate to the achieving the Biodiversity Net Gain as specified in the Habitat Management and Monitoring Plan:

Date	Contribution
The date of the submission of the first Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£1,500 (one thousand five hundred pounds)
The date of the submission of the second Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£400 (four hundred pounds)
The date of the submission of the third Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2..	£1,500 (one thousand five hundred pounds)
The date of the submission of the fourth Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£400 (four hundred pounds)
The date of the submission of the fifth Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£1,500 (one thousand five hundred pounds)
The date of the submission of the sixth Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£1,500 (one thousand five hundred pounds)
The date of the submission of the seventh Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£1,500 (one thousand five hundred pounds)
The date of the submission of the eighth Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£1,500 (one thousand five hundred pounds)
The date of the submission of the ninth Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£1,500 (one thousand five hundred pounds)
The date of the submission of the tenth Monitoring Report to the Council pursuant to paragraph 1.1 (b) of this Schedule 2.	£1,500 (one thousand five hundred pounds)

6 Access for Inspection

6.1 from the Commencement Date, to allow the Council, its agents, and contractors with or without workmen and equipment to:

- (a) enter onto the Biodiversity Gain Land at all reasonable times (following reasonable notice given in accordance with paragraph 4 of Schedule 3) to monitor compliance with:
 - (i) the obligations in this Deed; and

- (ii) any Breach Notice;
- and
- (b) pass and repass across any land in the Gain Site Operator's control which is necessary to gain access to for the purpose of accessing the Biodiversity Gain Land in accordance with paragraph 6.1(a).

7 Step-In Rights

- 7.1 Where a Breach Notice is served, to notify the Council within 30 Working Days of service of the Breach Notice whether the Gain Site Operator accepts or disputes the notice;
- 7.2 Where it notifies the Council that it disputes a Breach Notice (or it is unable to agree remedial steps under sub-paragraph 7.3(a)):
 - (a) to include a reasoned response in the notice under paragraph 7.1 (if disputing the Breach Notice); and
 - (b) it may request, within 20 Working Days of any time limit in the Breach Notice (or other extended timeframe as agreed with the Council in writing), that the matter be referred for determination by an Expert;
- 7.3 Where it has notified the Council that it accepts a Breach Notice (or the Expert has determined that it is valid), to:
 - (a) comply with the requirements of the Breach Notice within the time limits specified by the Breach Notice (such time limit to be not less than 20 Working Days) (or other extended timeframe as agreed with the Council in writing);
 - (b) use reasonable endeavours to agree the following with the Council within 30 Working Days of the notifying the Council that it accepts the Breach Notice:
 - (i) the steps required to remedy the breach; and
 - (ii) if applicable, any remedial works;
 - and
 - (c) commence and diligently proceed to remedy the breach within the time period specified in the Breach Notice (such time limit to be not less than 20 Working Days) (or such other period as may be agreed with the Council under sub-paragraph (a)) in accordance with the details agreed under sub-paragraph (a);
- 7.4 To comply with any requirements imposed on the Gain Site Operator in connection with a Breach Notice by the Expert within the time limits specified in the Expert's determination;
- 7.5 Where it has failed to comply with a time limit of a Breach Notice that has been accepted by the Biodiversity Gain Site Operator or upheld by way of an Expert's determination in respect of the Breach Notice (or other extended timeframe as agreed with the Council in writing), to allow the Council, its agents, and contractors with or without workmen and equipment to enter:
 - (a) the Biodiversity Gain Land; and

- (b) other land in the Gain Site Operator's control needed to access the Biodiversity Gain Land,

at all reasonable times (following reasonable notice given in accordance with paragraph 5 of Schedule 3) to carry out works reasonably necessary to comply with the requirement of the Breach Notice or the Expert's determination, as applicable, following reasonable notice given in accordance with paragraph 4 of Schedule 3; and

- 7.6 To pay the Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 7.5 within 20 Working Days of a notice requesting payment (such notice to include a breakdown of such costs).

8 Recalculation of BNG Capacity

- 8.1 To do the following where a Variation Event occurs and there is un-Allocated BNG Capacity:

- (a) not further Allocate any Remaining BNG Capacity until any amendments to the HMMP and/or the Remaining BNG Capacity are agreed under sub-paragraph 8.1(b) of this Schedule (or determined by the Expert);
- (b) notify the Council of proposed amendments to the HMMP and/or the Remaining BNG Capacity, taking into account the Variation Event, and submit it to the Council for approval;
- (c) in the event of dispute over the proposed amendments to the HMMP and/or the Remaining BNG Capacity under sub-paragraph 8.1(b) of this Schedule, either Party may refer the matter to an Expert for determination;
- (d) upon receipt of written approval from the Council in respect of the proposed amendments to the HMMP and/or the Remaining BNG Capacity submitted under sub-paragraph 8.1(b) of this Schedule or by the Expert's determination under Clause 9, accept thereafter that the amended HMMP and/or the Remaining BNG Capacity shall be deemed to be agreed and:
 - (i) If applicable, allocate only to the Remaining BNG Capacity on this revised basis;
 - (ii) If applicable, implement and carry out the HMMP on its revised basis; and
 - (iii) ensure the Biodiversity Gain Site Register in respect of the Biodiversity Gain Land reflects the revised Remaining BNG Capacity as soon as reasonably practicable.

Schedule 3 – Council Covenants

The Council covenants with Gain Site Operator as follows:

1 Habitat Management and Monitoring Plan

- 1.1 Not to unreasonably withhold or delay giving its written approval to any revised or replacement Habitat Management and Monitoring Plan submitted by the Gain Site Operator to the Council under Schedule 2 of this Deed.

2 Biodiversity Gain Register

- 2.1 To affirm with the Gain Site Operator that BNG Capacity shall be Allocated by the Gain Site Operator at the Gain Site Operator's absolute discretion subject to the provisions of this Deed.
- 2.2 Not to take into account the existence at any time of any remaining Biodiversity Units in the Biodiversity Gain Land in the determination of any planning application by the Council without prior written confirmation from the Gain Site Operator that the Gain Site Operator has Allocated or has agreed to Allocate such Biodiversity Units to the applicant.

3 Habitat Management and Monitoring Contribution

- 3.1 To use the Biodiversity Gain Land Monitoring Contribution for its intended purpose and not for any other purpose.

4 Right of Access

- 4.1 To give not less than 10 (ten) Working Days' notice to the Gain Site Operator of its intention to access the Biodiversity Gain Land for the purposes of inspection under paragraphs 6 of Schedule 2 of this Deed to ascertain the Gain Site Operator's compliance with its covenants under this Deed or a Breach Notice or for the purposes of carrying out works under paragraph 7 of Schedule 2 of this Deed, subject to complying with all health and safety and/or security requirements of the Gain Site Operator or its contractors and not unreasonably interfering with the management of the land.

5 Breach Notice and Step-in Rights

- 5.1 Where it considers that the Gain Site Operator is not complying with its obligations under this Deed, and intends to take steps to remedy the breach, to first notify the Gain Site Operator:
- (a) the reasons for alleging non-compliance;
 - (b) the steps it proposes the Gain Site Operator should take to remedy any breach or non-compliance, and
 - (c) the reasonable time limits for the Gain Site Operator to take these steps;
- 5.2 Where it serves a Breach Notice (or the Expert determines that the Gain Site Operator should take any steps within a specified time limit), it may notify the Gain Site Operator of any extension of time specified in the Breach Notice or Expert's determination, as it considers appropriate (in its absolute discretion);

5.3 Where the Gain Site Operator does not comply with the time limits specified in the Breach Notice (or as otherwise agreed) or the Expert's determination, undertake the requirements imposed on the Gain Site Operator as set out in the Breach Notice or Expert's determination provided that the Council:

- (a) provides reasonable notice that it, its agents, and contractors with or without workmen and equipment will enter the Biodiversity Gain Land and/or land in the Gain Site Operator's control to access the Biodiversity Gain Land;
- (b) ensures minimal damage and inconvenience to the Gain Site Operator;
- (c) promptly repairs any damage caused by exercising the step-in rights under this paragraph; and
- (d) issues to the Gain Site Operator a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph.

6 Recalculation of BNG Capacity

6.1 Within 20 (twenty) Working Days, to notify the Gain Site Operator in relation to any BNG Capacity reassessment submitted under paragraph 8.1(b) of Schedule 2 whether:

- (i) it is approved; or
- (ii) why it is not approved.

7 Other

7.1 At the written request of the Gain Site Operator the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

7.2 To remove this Deed from the Local Land Charges register on termination of this Deed or as soon as reasonably practicable once all obligations under this Deed have been satisfied or discharged or if land is released or if this Deed ceases to have effect.

Schedule 4 – Habitat Management and Monitoring Plan



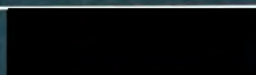
2025

RSPB Worth Marshes Biodiversity Net Gain

Management and Monitoring Plan



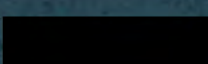
Author



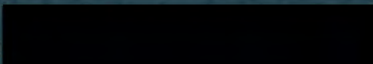
17/06/2024

Reviewed by
Version

MSc
3.0



MSc



17/06/2024

15/12/2025

Contents

1. Introduction
 - 1.1. RSPB Worth Marshes
 - 1.2. Management and Monitoring Plan
 - 1.3. Project Information
 - 1.4. Baseline and Environmental information
2. Management Objective and Site Condition
 - 2.1. Management Objective
 - 2.1.1. UK Habitat Definitions
 - 2.1.2. Assessment Criteria
3. Management Activities to Achieve Site Condition Objectives
 - 3.1. Activities to achieve required condition.
 - 3.2. Surveying and monitoring programme
 - 3.3. Habitat Creation & Management - Risks & Remedial Measures.
4. Monitoring methodologies
 - 4.1. Scrub structure
 - 4.2. Grassland structure
 - 4.3. Adaptive Management
 - 4.4. Reptiles
 - 4.5. Breeding birds
 - 4.6. Non-breeding birds
 - 4.7. Bumblebees
 - 4.8. Butterflies

5. Key results for management objectives

6. Maps

- i. RSPB Worth Marshes BNG Location
- ii. RSPB Worth Marshes BNG Area
- iii. RSPB Worth Marshes BNG Baseline
- iv. RSPB Worth Marshes BNG Proposed
- v. RSPB Worth Marshes Infrastructure
- vi. RSPB Worth Marshes Marsh Grazing Compartments

7. Roles and Responsibilities

References

Checklist of Contents Completed		Tick if included	Reference of supporting information Where not included, provide reference or link for document/s supporting your HMMP. Or state if N/A
1.	Project Background		
	Project Information	☒	Section 1.3
	Funding	☐	Funded from RSPB funds
	Legal Agreement	☐	In the process of writing this with Dover District Council
	Summary of Habitat Proposal and Plans	☒	Section 2
	Site Boundary Map	☒	Section 6
	Site Context Map	☒	Section 6
	Phasing Strategy	☐	N/A not phased
	Roles & Responsibilities	☒	Section 7
	Land Use Summary (Included in BNG plan)	☒	Section 1.1 and baseline report (RSPB, 2024)
	Site Context Photos (Included in BNG plan)	☒	Baseline report (RSPB, 2024)
	Site Baseline and Environmental Information Checklist	☒	Section 1.4
	Environmental Information	☐	The project will only result in positive impacts for existing/surrounding wildlife and habitats therefore a full desk study is not considered to be appropriate and only key species have been included within the report.
2.	Planned Management Activities		
	Management Plan Aims and Objectives	☒	Section 1.2
	Design Principles Informed by Baseline Information	☒	Section 2.1
	Habitat and Condition Targets	☒	Table at section 2.1.2
	Habitat Retention	☐	N/A all habitats to be enhanced
	Habitat Retention and Protection Measures Map	☐	N/A all habitats to be enhanced
	Creation, Enhancement and Management Targets and Prescriptions	☒	Section 2.1.2
	Habitat Creation, Enhancement and Management – Risk Register and Remedial Measures	☒	Section 3.3
3.	Monitoring Schedule		

	Monitoring Strategy	☒	Section 4
	Monitoring Methods and Intervals	☒	Section 4
	Monitoring Reports	☒	Section 4
	Adaptive Management	☒	Section 4.3
Sections Excluded Justification			
The sections that are excluded together with justification are mentioned in the above table.			

1. Introduction

1.1. RSPB Worth Marshes

RSPB Worth Marshes is a newly restored wetland on the east coast of Kent. It is made up of three parcels of land known as Willow Farm, Blue Pigeons and Minnis Farm totalling 250ha. The reserve is split North to South by a railway and the Pinnock Wall which separates these three Farms. The Worth Marshes sits in the Dover District Council in the North Kent Plain National Character Area (NCA). The main habitat through the Worth Marshes is Coastal floodplain Grazing Marsh with scrubby and wooded areas, Fen habitat and neutral grassland. The development of the majority of the site was completed in November 2022. Since its completion it has drawn in huge numbers of over wintering wildfowl and waders, breeding birds and climate migrants such as Black winged stilt (*Himantopus himantopus*).

The focus for the RSPB at Worth Marshes is for the management and protection of resident species but also for colonist species that may move over from the continent, including both birds and invertebrates as well as protecting the species which make the habitats so distinctive. The reserve is not only providing a haven for wildlife but also acts within the landscape of the NCA where there are smaller reserves, as well as those managed by other conservation organisations along with the surrounding farmland.

The reserve has several areas that were not developed during the wetland restoration project. These are Willow Farm fields – 14ha of ex arable land that was used for the deposition of some of the spoil for the project. We are aiming to develop this area into a floristically diverse meadow area, that will benefit bee species as well as other invertebrates that are found on the site. Blue Pigeons is a 5ha parcel of former arable field that we are in the process of restoring to a scrub grassland mosaic habitat to benefit species such as Nightingale (*Luscinia megarhynchos*), Turtle Dove (*Streptopelia turtur*), Grasshopper Warbler (*Locustella naevia*) and colonist species such as Bluethroat (*Luscinia svecica*) as well as mammals and reptiles. The newly created scrub/grassland mosaic will also act as a corridor for the woodland to the southeast and the existing scrub to the southwest thus increasing connectivity to the wider landscape. Caspalls is 4ha of former arable that was recently purchased by the RSPB and will be developed into a small seasonally wet grassland that would further extend and enhance the current wetland habitats on site. These transitions have presented an opportunity for Biodiversity Net Gain to ensure the future sustainability of nature conservation on this important nature reserve.

1.2. Management and Monitoring Plan

The Management and Monitoring Plan (MMP) will clearly identify how the off-site BNG requirements for any identified development (CIEEM, 2021) will be delivered by the RSPB at Worth Marshes over 30 years.

The Plan will:

1. Provide a schedule of management activity needed to ensure effective delivery of off-site BNG.
2. Detail any capital works that need to take place over the duration of the BNG MMP to deliver the off-site BNG requirements.
3. Set measurable targets for each feature identified by the DEFRA classification for each specific habitat type covered within the BNG proposal.
4. Detail the monitoring timeline and methodologies to be used to obtain the required data for target habitats and taxa.
5. Provide options for required remedial work if/when identified by the surveying and monitoring programme.
6. Identify and detail the legal and financial resource requirements of the BNG MMP.
7. Provide maps of the areas covered in the BNG MMP and any relevant mapping to support an understanding of the management requirements of the site.
8. Detail the roles, responsibilities, and competency requirements of the RSPB BNG MMP delivery team.

1.3. Project information

Site Overview PB-B01	
Project type	Habitat Bank
Development Name and Address	N/A
BNG Project Name and Address	RSPB Worth Marshes
Author Organisation	RSPB
Landowner	RSPB

Land Manager	RSPB
Responsible person/organisation for creating or enhancing the habitat	RSPB
Period covered by this management plan	2025 - 2056
Planning authority	Dover District Council
Planning reference (if applicable)	N/A
BNG register reference (if applicable)	TBC
Central OS grid reference	Willow TR35875639 Blue Pigeons TR34675646 Caspalls TR35435547
Metric revision/title	Statutory biodiversity metric
Are any Irreplaceable Habitats present onsite	Yes: ☐ No: ☒

1.4. Baseline and Environmental Information

Baseline and Environmental Information	Prompts for when these may be relevant.	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	Will your proposals lead to direct or indirect effects on designated sites?	Only positive, 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?	Only positive effects on protected and notable species.
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?	INNS are present in the wider landscape, these proposals have been designed to be precautionary (i.e. able to absorb the impact of INNS)
Biological Records Plan - Sites and Species	Does the presence of designated sites or specific species on or near the	N/A as habitat banking

	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.	Refer to BNG report (RSPB, 2024)
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	There will be no public access into any of the three parcels. The parcel at Blue Pigeons is viewable from a public right of way.
Climate	Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement?	Hotter, drier summers are likely to result in some die-off of younger saplings, this will be mitigated for by replacement planting and further monitoring to ensure the required cover of scrub is achieved at BP At Willow hotter drier summers may lead to seed burning off and becoming unviable to self seed. Leading to the need to reseed on a more regular basis. At Caspalls maintaining the wetland through the summer may become a problem with hotter drier summers but the bunding will aim to hold as water for as long possible. The BNG commitment made here is for 'other neutral grassland' which can apply to either wet or dry grassland, so would be resilient to any change.
Geology and Topography	Any geological or topographical constraints or opportunities?	The Worth Marshes has a variety of soil types including fine sand, alluvial clay in the east and peat along with silty clay and coarse silt units in the west and south west of the site. The site slopes with highest points found in the east and lower points in the west which were exacerbated by subsidence as a

		consequence of the local mining industry. This variation would not compromise or risk any of the BNG commitments.
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	N/a as habitat banking
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	Clay soil type is present across the site. This soil type presents opportunities for the development of scrapes and features for the seasonal wetland at Caspalls. Clays are nutrient rich so therefore grasslands can be dominated by certain vegetation types, and as above we have set a conservative/precautionary BNG target to manage such risks.
Contaminated Land	If there is any contaminated land, will this present any constraints?	None
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	No constraints. At Blue Pigeons there are natural low ways; planting of scrub will be avoided in these areas so natural sheltered pools will develop. At Caspalls natural low ways already hold some water through the winter; these will be enhanced to create the wetland.
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	Flood Zone 3 No risk associated
Landscape Character and Designations	Does the landscape character of the site present any constraints or opportunities?	N/a as habitat banking
Historic Land Use	Does the historic land use present any constraints or opportunities?	N/a as habitat bank

2. Management Objective and Site Condition

2.1. Management Objective

The site includes three fields (Willow, Blue Pigeons and Caspalls) of ex arable land. Since the RSPB bought the fields in 2022 restoration work has already begun in Willow and Caspalls with the fields transitioning from arable to grassland. Poor condition ONG has already been reached for these fields, therefore the starting point is considered to be 2022. Ongoing management works are and will be undertaken to ensure the targets set for BNG are met.

Blue Pigeons has also benefited from the arable reversion, however since the target habitat for this field is a scrub/grassland mosaic and natural scrub regeneration has not been as successful as needed for the target habitat (minimal scrub cover in the field), the capital works (scrub planting) have been completed in December 2024 thus setting Year 1 as 2026.

1. Restore 14ha ex arable land at Willow Farm to floristically diverse wildflower fields to deliver off site BNG for the benefit of associated flora and fauna

Wildflower fields are important sources of forage for bee assemblages including – Common Carder, Buff-tailed, Red- tailed, Small Garden, Large Garden and White-Tailed. This habitat will be sown with a wildflower mix, which will be left to develop, it will require annual cutting with some late season low density grazing to ensure that the sward remains in good condition, and grazing will help develop a more botanically species-rich sward. Depending on the levels of weed species, multiple cuts and nutrient stripping along with re-sowing may be required to ensure the establishment of a varied and diverse sward.

2. Restore 5ha ex arable land at Blue Pigeons to a mosaic of mixed scrub grassland to deliver off site BNG for the benefit of associated flora and fauna.

Scrub grassland is vital for many significant species in England – Nightingale, Turtle Dove, Grasshopper Warbler, reptiles and small mammals as well as potential colonist species. Planting of scattered scrub will occur and grazing will be excluded for several years to allow for development of scrub but also the ground layer of grasses favoured by these species. Targeted cutting will take place to keep pools open followed in future years by low density grazing by cattle or sheep.

3. Restore 4 ha ex arable land at Caspalls to a seasonal wet grassland to deliver off site BNG for the benefit of associated flora and fauna.

Wet grassland will provide feeding habitats for overwintering wildfowl and waders as well as heron species and breeding habitats for ground nesting wildfowl and wader

species. Water will be held on site through bunding and the sward will be managed through low density grazing.

2.1.1. UK Habitat Definitions

UKHab definitions of scattered mixed scrub habitat

Code and Name

10 – Scattered Scrub

Definition

Non-woodland habitats with an overall scrub cover of $\geq 5\%$ and $< 75\%$ and that include ≥ 3 individual bushes per 0.4 ha or patches of scrub, each ≤ 0.04 ha.

Code and Name

h3h – Mixed Scrub

Definition

Dense scrub comprising a mixture of species without a single species dominant or stands with a dominant species not listed in h3a-h3k.

UKHab definitions of grassland habitat

Code and Name

g – Grassland

Definition

Total vegetation cover variable from 25-100% - not on waterlogged soils. Vegetation is $\geq 75\%$ herbaceous (grasses, sedges, rushes, ferns and forbs) rather than woody, with halophytic species absent or occasional.

Code and Name

g3c – Other neutral grassland

Definition

A neutral grassland that does not meet the definition of either g3a or g3b AND that meets at least three of these four criteria:

1. $> 20\%$ cover of broadleaved herbs and sedges;

2. >8 species per m² (including forbes, grasses, sedges and rushes, and excluding bryophytes);
3. ≥1 grass species that is not generally sown for intensive agricultural production (i.e. Rye-grasses *Lolium* spp., Timothy *Phleum pratense*, Cock's-foot *Dactylis glomerata*, Meadow fescue *Festuca pratensis*) is at least abundant;
4. Cover of Rye-grasses *Lolium* spp. and White Clover *Trifolium repens*, where present, is <30% (UK Hab Ltd, 2023)

Exclusions: Species-poor swards [should be treated as Modified Grassland];
Grasslands <2 years old on land formerly cropped [should be treated as cropland]

2.1.2. Assessment Criteria

Following the assessment criteria below, habitat condition at the RSPB Worth Marshes BNG site will achieve:

Good condition Other Neutral Grassland for Willow (likely to meet all ONG criteria, with flexibility allowed to fail criterion E if INNS arrive and cannot be appropriately controlled),

Moderate condition Other Neutral Grassland for Caspalls (likely to fail criteria C, E and F due to ecologically-beneficial scrape/wetland features), and

Good condition for Scrub (passing all criteria) and Moderate for Other Neutral Grassland (failing C, E, F as at Caspalls) in Blue Pigeon.

Willow will reach the targeted condition by 2032, Caspalls by 2027, Blue Pigeon scrub and grassland by 2034 and 2029 respectively.

Scrub Criteria

A	The scrub is a good representation of the habitat type it has been identified as, based on its UKHab description (where in its natural range). The appearance and composition of the vegetation closely matches the characteristics of the specific scrub type. At least 80% of scrub is native, and there are at least three native woody species¹, with no single species comprising more than 75% of the cover (except hazel <i>Corylus avellana</i>, common juniper <i>Juniperus communis</i>, sea buckthorn <i>Hippophae rhamnoides</i> or box <i>Buxus sempervirens</i>, which can be up to 100% cover).	Yes a range of woody plants to be present in the mixed scrub such as blackthorn, hawthorn, field maple, hazel, oak, and goat willow. No woody species will consist of over 75% of the cover. A naturalistic management regime is to be adopted in which natural regeneration and spread of scrub is allowed.
---	---	---

B	Seedlings, saplings, young shrubs and mature (or ancient or veteran ²) shrubs are all present.	Yes, natural regeneration will be facilitated through appropriate grazing and management
C	There is an absence of invasive non-native plant species ³ (as listed on Schedule 9 of WCA ⁴) and species indicative of sub-optimal condition ⁵ make up less than 5% of ground cover.	Yes, non-native invasive species will be managed
D	The scrub has a well-developed edge with scattered scrub and tall grassland and or forbs present between the scrub and adjacent habitat.	Yes, other neutral grassland and scattered scrub will be present in the edges and adjacent habitat
E	There are clearings, glades or rides present within the scrub, providing sheltered edges.	Yes, like above a mosaic has been proposed with a ratio of 9:1 of scrub/grassland.

Condition Assessment Result (out of 5 criteria)	Condition Assessment Score
Passes 5 criteria	Good (3)
Condition Assessment Result (out of 5 criteria)	Condition Assessment Score
Passes 5 criteria	Good (3)

Other Neutral Grassland Criteria

	Offsite Proposed Other Neutral Grassland	Parcel ref		
		Willow	Caspalls	Blue Pigeon
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 (and relative to Footnote 3 suboptimal species which may be listed in the UKHab description). ¹ Note - this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.	Pass, indicator species are expected to be present and if needed broadcasting seed and green hay will be used to increase diversity	Pass, indicator species are expected to be present and if needed broadcasting seed and green hay will be used to increase diversity	Pass, indicator species are expected to be present and if needed broadcasting seed and green hay will be used to increase diversity
B	Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20% is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Pass, varied sward height through management	Pass, varied sward height through management	Pass, varied sward height through management
C	Cover of bare ground is between 1% and 5%, including localised areas, for example, rabbit warrens ² .	Pass, some bare ground will be present through grazing	Fail, bare ground to exceed 5% as scrapes will be added to 20-30% of the parcel area	Pass, some bare ground will be present through grazing
D	Cover of bracken <i>Pteridium aquilinum</i> is less than 20% and cover of scrub (including bramble <i>Rubus fruticosus</i> agg.) is less than 5%.	Pass, bracken and scattered scrub will be managed	Pass, bracken and scattered scrub will be managed	Fail, scrub cover will be over 5%
E	Combined cover of species indicative of suboptimal condition ³ and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area. If any invasive non-native plant species ⁴ (as listed on Schedule 9 of WCA ⁵) are present, this criterion is automatically failed.	Fail, cannot guarantee this and has been failed as a precaution	Fail, cannot guarantee this and has been failed as a precaution as crassula is known to be present in the area	Fail, cannot guarantee this and has been failed as a precaution

F	There are 10 or more vascular plant species per m2 present, including forbs that are characteristic of the habitat type (species referenced in Footnote 3 and 5 cannot contribute towards this count). Note - this criterion is essential for achieving Good condition for non-acid grassland types only.	Pass, will be managed as a hay meadow and if needed broadcasting seed or green hay will be used to increase diversity	Fail, wet grasslands tend to be species poor and thus cannot guarantee the grassland will have more than 10 species per m2 and has failed as a precaution	Fail, cannot guarantee the grassland will be species-rich and has failed as a precaution
Number of criteria passed and condition	5 - Good	3 - Moderate	3 - Moderate	

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
Cereal crops	Mixed scrub	Blue Pigeon	N/A	Good	Standard time to target condition from the statutory biodiversity metric.	Good condition will be targeted by achieving a pass in criteria A, B, C, D and E.	Glades and rides to be present through the creation of mixed scrub/grassland mosaic. If scrub cover is not as desired additional planting will take place. Detailed management regime in section 3
Cereal crops	Other neutral grassland	Blue Pigeon	N/A	Moderate	Standard time to target condition from the statutory biodiversity metric.	Moderate condition will be targeted by achieving a pass in criteria A, B, and C. Criteria C, E and F are not targeted.	Indicator species of ONG, varied sward height and bare ground to be present in the desired thresholds. Scrub is expected to be higher than 5% as the grassland forms a mosaic with the mixed scrub. Detailed management regime in section 3
Cereal crops	Other neutral grassland	Caspals	N/A	Moderate	Standard time to target condition from the statutory	Moderate condition will be targeted by achieving a pass in	Indicator species of ONG, varied sward height and scrub to be present in the desired thresholds.

					biodiversity metric.	criteria A, B, and C. Criteria C, E and F are not targeted.	Bare ground expected to exceed thresholds due to scrapes. Detailed management regime in section 3
Cereal crops	Other neutral grassland	Willow	N/A	Good	Standard time to target condition from the statutory biodiversity metric.	Good condition will be targeted by achieving a pass in criteria A, B, C, D and F. Criterion E has not targeted.	Indicator species of ONG to be present, varied sward height and bare ground to be present in the desired thresholds. Green hay/broadcasting seed to be used to boost botanical diversity if needed. Detailed management regime in section 3

3. Management Activities to Achieve Site Condition Objectives

The following section details the appropriate management and monitoring activities required to establish and restore the current arable baseline habitat into good condition scrub grassland as defined by the UKHab description. The monitoring strategy at Worth is split into two core elements. The essential monitoring required to assess progress toward achieving the targeted BNG habitats and condition status, and desirable monitoring to assess the condition of associated species (flora and fauna) which will only take place as and when resources allow. The elements detailed below will be covered by this section.

Both Caspalls and Willow fields have benefited from the change in management since the RSPB acquired the fields in 2022, and given poor condition other neutral grassland has been established already, the two-year creation in advance has been used in this instance to reflect the existing habitats. To make monitoring easier for all the below schedules Year 1 is 2026, therefore the fields will be managed and monitored until 2056, because 2026 will be the start-date for the 30 year requirement, after the s106 legal agreement is signed in winter 2025/26.

This section sets out:

1. A schedule of management activity needed to ensure effective delivery of off-site BNG.
2. Primary capital works that have been completed, secondary capital works and ongoing management works that need to take place over the duration of the HMMP to deliver the off-site BNG requirements.
3. Measurable targets for each feature identified by the DEFRA classification for each specific habitat type covered within the BNG proposal.
4. The monitoring timeline and methodologies to be used to obtain the required data for target habitats and taxa.
5. Options for required remedial work if/when identified by the surveying and monitoring programme.

3.1. Activities to achieve required condition.

Willow



Years 1 - 5

Deliver – grazing ; secure the site boundary; plan grazing; establish monitoring; monitor sward establishment; undertake remedial works to achieve condition.

Capital Works (Secondary)

Capital Works	Essential/ Desirable (if resources allow)	Year	Suitable period
Stock proof compartment.	D	1 & 2	August – November – Has been completed in November 2025

Habitat Management

Habitat Management	Essential/ Desirable (if	Year	Suitable period
--------------------	--------------------------------	------	-----------------

	resources allow)		
Flail fence lines in preparation for fencing	D	1	August – September – Has been completed, fence installed
Liaise with grazier around stocking requirements for Years 1-5	D	1	August – September – Grazing initialised in 2025
Cultivation and sowing if needed to improve sward.	E	1 – 5	Autumn or Spring
Vegetation control such as low topping and pulse grazing or cut and collect.	E	1-5	July-September
Grazing at desired level/frequency	D	5	November- MarchMarch-April and July/August (post flowering/cut) to November
Managed invasive species listed in Schedule 9 of WACA 81 where required.	E	1-5	April - September
Where needed green hay or seed selected areas to improve botanical diversity across the site.	E	1 – 5	July

Surveying and Monitoring

Surveying and Monitoring	Essential/ Desirable (if resources allow)	Year	Suitable period
Evaluate sward development	E	1 & 5	Year around
Monitor grassland plant composition and structure to ensure target condition is achieved by Year 10	E	1 - 5	May, June, July, August
Carry out breeding bird survey Use standardised methodology of territory mapping over three visits between April to June.	D	1 – 5	April - June
Monitor non-breeding birds	D	1 – 5	Sep, Nov, Jan, March
Monitor bumblebees	D	1-5	April – September i

Embed BNG MMP in wider RSPB Worth Marshes Management Plan	E	1	August
Undertake Annual review of MMP as part of RSPB Annual reporting and review process.	E	2-5	September – October

Years 6 - 30

Deliver – maintenance of the grazing infrastructure; replace stock fencing; manage grazing to deliver habitat condition; undertake species and habitat monitoring.

Capital Works (Secondary)

Capital Works	Essential/ Desirable (if resources allow)	Year	Suitable period
Remove and dispose of old fencing if required	D	15 – 30	July - August
Ensure compartments have suitable infrastructure to be grazed	D	15 – 30	August – November

Habitat Management

Habitat Management	Essential/ Desirable (if resources allow)	Year	Suitable period
Flail fence lines in preparation for fencing	D	15 – 30	August – September
Liaise with grazier around stocking requirements	E	Annually	August – September
Managed invasive species listed in Schedule 9 of WACA 81 where required.	E	Annually	April - September
Where needed green hay or seed selected areas to improve botanical diversity across the site.	E	6-30	July

Surveying and Monitoring

Surveying and Monitoring	Essential/ Desirable (if resources allow)	Year	Suitable period
Evaluate sward development	E	10, 15, 20, 25, 30	August
Monitor grassland plant composition and structure to ensure target condition is achieved by Year 10	E	10, 15, 20, 25, 30	May-August
Carry out breeding bird survey	D	Annually	April - June
Monitor non-breeding birds	D	Annually	Sept, Nov, Jan, March
Monitor bumblebees	D	10, 15, 20, 25, 30	April – September
Re-write RSPB Worth Marshes Management Plan every 5-years covering Worth Marshes BNG MMP	E	5, 10, 15, 20, 25, 30	August
Undertake Annual review of MMP as part of RSPB Annual reporting and review process.	E	Annually	September – October

Caspalls



Years 1 - 5

Deliver – grazing infrastructure; ground works and topography; secure the site boundary; plan grazing; establish monitoring; install signage; monitor sward establishment; undertake remedial works to achieve condition.

Capital Works (Secondary)

Capital Works	Essential/ Desirable (if resources allow)	Year	Month
Ensure compartment has suitable infrastructure for grazing	D	1 & 2	August – November
Disable Field Drains	D	1&2	August – November
Ground forming and Topography Work	D	1&2	August-March
Install Solar Pumps	D	1&2	August – March
Apply for abstraction Licence	D	1&2	

Habitat Management

Habitat Management	Essential/ Desirable (if resources allow)	Year	Suitable period
Flail fence lines in preparation for fencing	D	1	August – September
Liaise with grazier around stocking requirements for Years 1-5	E	1	August – September
Graze at 0.5-0.75LSU/ha if and where required	D	1-3	March - November
Managed invasive species listed in Schedule 9 of WACA 81 where required.	E	1-5	April - September
Where needed green hay or seed selected areas to improve botanical diversity across the site.	E	1 – 5	July
Vegetation control such as low topping and or cut and collect.	E	1-5	July-October

Surveying and Monitoring

Surveying and Monitoring	Essential/ Desirable (if resources allow)	Year	Suitable period
Evaluate sward development	E	1 & 5	Year around
Monitor grassland plant composition and structure to ensure target condition is achieved by Year 10	E	1 - 5	May - August
Carry out breeding bird survey	D	1 - 5	April - June
Use standardised methodology of territory mapping over three visits between April to June.			
Monitor non-breeding birds	D	1 - 5	Sep, Nov, Jan, March
Monitor Bumblebees	D	1	April - September
Embed BNG MMP in wider RSPB Worth Marshes Management Plan	E	0	August - Has been completed in 2025
Undertake Annual review of MMP as part of RSPB Annual reporting and review process.	E	2-5	September - October

Years 6 - 30

Deliver – maintenance of the grazing infrastructure; replace stock fencing; manage grazing to deliver habitat condition; undertake species and habitat monitoring.

Capital Works (Secondary)

Capital Works	Essential/ Desirable (if resources allow)	Year	Suitable period
Remove and dispose of old grazing infrastructure as required	D	15 -30	July - August
Ensure compartments have suitable infrastructure to be grazed	D	15 - 30	August - November
Habitat Management			
Habitat Management	Essential/	Year	Month

	Desirable (if resources allow)		
Flail fence lines in preparation for fencing as required	E	15 – 30	August – September
Liaise with grazier around stocking requirements	E	Annually	August – September
Top field compartments to maintain sward	D	Annual	August-September
Managed invasive species listed in Schedule 9 of WACA 81 where required.	E	Annually	April - September
Where needed green hay or seed selected areas to improve botanical diversity across the site.	E	5-20	July

Surveying and Monitoring

Surveying and Monitoring	Essential/ Desirable (if resources allow)	Year	Suitable period
Evaluate sward development	E	10, 15, 20, 25, 30	August
Monitor grassland plant composition and structure to ensure target condition is achieved by Year 10	E	10, 15, 20, 25, 30	May - August
Carry out breeding bird survey	D	Annually	April - June
Monitor non-breeding birds	D	Annually	Sept, Nov, Jan, March
Monitor bumblebees	D	10, 15, 20, 25, 30	April – September
Re-write RSPB Worth Marshes Management Plan every 5-years covering Worth Marshes BNG MMP	E	5, 10, 15, 20, 25, 30	August
Undertake Annual review of MMP as part of RSPB Annual reporting and review process.	E	Annually	September – October

Blue Pigeons



Years 1 – 5

Deliver – Plan and plant scrub; establish monitoring; install signage; monitor sward establishment; undertake remedial works to achieve condition.

Capital Works (Primary – Completed in December 2024)

Capital Works	Essential/ Desirable (if resources allow)	Year	Suitable period	Notes
Plant scattered scrub to enhance natural regen	E	1 -5	November- March	A total of 1500 saplings including field maple, alder, hazel, hawthorn, blackthorn, English oak, dog rose and elder were planted in December 2024 (see photos below) More to be planted in Y1

Evidence of scrub planting at Blue Pigeon (Photos taken 12/12/2024)



Habitat Management

Habitat Management	Essential/ Desirable (if resources allow)	Year	Suitable period
Graze as required to facilitate improved grassland areas and prevent swamping of scrub	D	1-5	Annually
Vegetation control annually.	E	1	July-October
Managed invasive species listed in Schedule 9 of WACA 81 where required.	E	1-5	April - September
Where needed green hay or seed selected areas to improve botanical diversity across the site.	E	1 - 5	July

Surveying and Monitoring

Surveying and Monitoring	Essential/ Desirable (if resources allow)	Year	Suitable period
Evaluate sward and Carry out drone survey to evaluate scrub development	E	1 & 5	Year around
Monitor grassland plant composition and structure to ensure target condition is achieved by Year 10	E	1 – 5	May- August
Monitor scrub development and structure to ensure target condition is achieved by Year 10	E	1-5	August
Carry out breeding bird survey .	D	1 – 5	April – June
Use standardised methodology of territory mapping over three visits between April to June.			
Monitor non-breeding birds	D	1 – 5	Sep, Nov, Jan, March
Monitor Bumblebees	D	1	April – September
Embed BNG MMP in wider RSPB Worth Marshes Management Plan	E	0	August – Has been completed
Undertake Annual review of MMP as part of RSPB Annual reporting and review process.	E	2-5	September – October

Years 6 – 30

Deliver – maintenance of the grazing infrastructure; replace stock fencing; manage grazing to deliver habitat condition; undertake species and habitat monitoring.

Capital Works (Secondary)

Capital Works	Essential/ Desirable (if resources allow)	Year	Suitable period
Remove and dispose of old fencing as required	D	15 – 30	July – August
Ensure compartment has suitable infrastructure if it's to be grazed	D	15 – 30	August – November

Habitat Management

Habitat Management	Essential/ Desirable (if resources allow)	Year	Suitable period
Flail fence lines in preparation for fencing as required	D	15 – 30	August – September
Liaise with grazier around stocking requirements	E	Annually	August – September
Plant native tree/ scrub if scrub development needs enhancing to achieve 5-75% scrub cover by yr 30	E	5-10	November – March
Coppice scrub stands on a 10-yr rotation according to the rotation plan beginning in Year 7 to ensure a range of ages by Year 10	E	7-10	November – March
Plant native shrub and tree whips where needed to supplement natural regeneration of scrub to ensure that, from Year 10, the habitat is representative of the condition assessment criteria. Species will include Dogrose, Elder, Alder, Oak, Hawthorn and Blackthorn	E	1-10	November – March
Thin dense areas of scrub to allow for glades and rides if needed, so by Year 10 the habitat is representative of the condition assessment criteria. As a guide at least 10% of the entire parcel will need to be clear of scrub.	E	1-10	November – March
Managed invasive species listed in Schedule 9 of WACA 81 where required.	E	Annually	April – September
Where needed green hay or seed selected areas to improve botanical diversity across the site.	E	5-20	July

Surveying and Monitoring

Surveying and Monitoring	Essential/ Desirable (if	Year	Suitable period
--------------------------	-----------------------------	------	--------------------

	resources allow)		
Evaluate sward development	E	10, 15, 20, 25, 30	August
Monitor grassland plant composition and structure to ensure target condition is achieved by Year 10	E	10, 15, 20, 25, 30	May -August
Carry out breeding bird survey	D	Annually	April – June
Monitor non-breeding birds	D	Annually	Sept, Nov, Jan, March
Monitor Bumblebees	D	10, 15, 20, 25, 30	April – September
Re-write RSPB Worth Marshes Management Plan every 5-years covering Worth Marshes BNG MMP	E	5, 10, 15, 20, 25, 30	August
Undertake Annual review of MMP as part of RSPB Annual reporting and review process.	E	Annually	September – October

3.2. Surveying and monitoring programme.

Surveying & Monitoring programme

Years 1-5

[illegible]

Years 6-30

[illegible]

[illegible]

3.3. Habitat Creation & Management - Risks & Remedial Measures

Habitat Type	Risk	Trigger for Action	Remedial Measure
Mixed scrub	Scrub failing to establish	Not enough scrub cover	Plant a larger number of trees initially as contingency against some losses in the early years. Undertake a second round of planting, replacing failed specimens on a like-for-like basis, using trees detailed in the UKHabs definition.
Mixed scrub Other neutral grassland	Prolonged drought/wildfires	Dead or dry vegetation.	Some level of drought is expected and reflected in the targets for the habitats (e.g. moderate condition for most grasslands if needed scrapes or other water retention features to be added to maintain a higher water level)
Mixed scrub	Grazier unavailability	Lack of appropriate grazing	Plan ahead to ensure a grazer is appointed and has capacity to deliver. Use trusted partners that have good working relationships.
Other neutral grassland	Increasing agricultural cost prices	Difficulty in undertaking site management and/or	Ensure contingency budget is in place and purchase materials in advance at familiar prices.

		repairing infrastructure	
Mixed scrub Other neutral grassland	Lack of contractors	Difficulty in undertaking site management and/or repairing infrastructure	Using the site team's equipment and expertise where possible to avoid the need for external input. Plan as far ahead as possible for specialist input.
Mixed scrub Other neutral grassland	Degradation of habitat due to anti-social behaviour and/or unrestricted access from visitors and visitors with dogs or horses	Site boundary infrastructure and signage is damaged allowing access	Site team to undertake regular boundary checks and undertake boundary repairs when needed.

4. Monitoring methodologies

The proposed habitats will be monitored to ensure the desired condition is met by the target year for each type. The habitats will be mapped in field using UKHabs and informed by the collection of quadrats. These quadrats will be taken at random intervals across the site, consisting of at least 2 per field parcel, more where the communities alter. These quadrats will consist of a species list, ranked against the DAFOR scale where the surveyor assigns one of the following categories to the abundance of the species; **D**ominant, **A**bundant, **F**requent, **O**ccasional or **R**are.

The mapping results will be digitised into GIS. Each habitat will be measured against the statutory metric condition assessment tables and photos of the wider habitat will be taken. The data collected will be used to assess whether the habitats are on track with the targets set out in the above sections of this document. If any targeted conditions are not on track then measures will be taken to change the management e.g. increase grazing, plant for scrub whips etc.

For the essential monitoring, the above monitoring will be undertaken in years 1, 2, 3, 4, 5, 10, 15, 20, 25, and 30 and monitoring reports will be returned to the overseeing body.

Essential Monitoring

4.1. Scrub structure

For the mixed scrub the cover percentage of the dominant scrub species will be recorded and checked against the threshold referenced in the habitat condition assessment where no single species accounts for more than 75% of the cover. The scrub age classes distribution will also be recorded to examine whether natural regeneration is occurring and if all age classes are present within the habitat. Specifically, seedlings, saplings, young shrubs and mature shrubs need to be recorded as either present or absent. If an area shows lack of a specific age class this will need to be addressed through management (see above table on Habitat Management).

The presence and cover of invasive non-native species (as listed on Schedule 9) and species of sub-optimal condition as referenced in the habitat condition assessment sheet will be recorded, and if this exceeds 5% of ground cover (or Schedule 9 species are present in any numbers) this will need to be addressed through management.

The scrub structure will be assessed to examine whether a well-developed edge with scattered scrub and tall grassland and or forbs is present between the scrub and the adjacent habitat. In this specific case, it is expected that other neutral grassland will be overlapping with the mixed scrub areas resulting in a habitat mosaic of 90-10 scrub-grassland cover. If this percentage differs substantially (nb UKHab definitions of scrub and grassland allow for each to include areas of the other, providing some leeway in our mosaic) this will need to be addressed through management (cut down on scrub if too dense or plant more whips if not enough).

Finally, any clearings, glades or rides within the scrub that provide sheltered edges will be recorded as present or absent and if there is a lack of those, this will need to be addressed through management (clearing scrub if too dense).

4.2. Grassland

For the grassland habitat the species list and DAFOR scale will be compared to the indicator species list referenced in UKHabs category for other neutral

grassland. The bare ground cover and species richness in each quadrat surveyed will be recorded as well.

The sward height will also be assessed and if the sward is not meeting the needed criteria (at least 20% is more than 7cm and at least 20% is less than 7cm) this will need to be addressed through management (change in grazing). If the sward composition is not meeting the targets set out in this plan, e.g. indicator species not present or species richness not in the needed thresholds (Willow) then this will be addressed through management (green hay/seed).

There are different targets for each field with Willow expected to pass all criteria apart from E, Caspalls expected to fail on the bare ground cover and species richness and Blue Pigeon on scrub cover and species richness. Even though it is expected that condition criteria D, E and F (relating to scrub cover, indicative species of sub-optimal condition and species richness) will not be passed for all parcels these will still be assessed and recorded for monitoring purposes.

4.3. Adaptive management

Wherever there is concern with progress, or a deterioration in condition, this will be addressed through management - either refining the management or by implementing remedial actions. The Worth Marshes site team is present throughout the year and will be looking over the site before and after the official monitoring surveys. They will also be responsible for the day-to-day management of the site and any notes or concerns will be reported back to the site manager.

The additional knowledge and year-long surveillance of the site allows for a greater level of control over the site. The likely risks have been discussed in the above sections of the report and together with the support of the RSPB organisation and in-house specialists it can be ensured that the targets set out in this plan will be met. Several measures have already been taken to allow for unexpected events, such as setting lower targets for the proposed grassland habitats (moderate condition for Blue Pigeon and Caspalls). Regular and robust monitoring will inform the monitoring reports and issues can be identified early on. The responsible authority will be informed if there are any issues with the targets set out in the document and following review any changes to the management plan will be recorded.

Desirable Monitoring (if resources allow)

4.4. Reptiles

For reptiles' presence or absence will be recorded. Refugia will be used to locate animals and will be placed across the survey area at a density of ≥ 10 per ha, this will not only determine presence or absence but also the distribution of animals as the habitat develops. All refugia will be mapped using What 3 Words to ensure data is gathered from each refugia throughout the survey season.

Survey visits will take place monthly during the reptile activity season that runs between mid-March and late September, on days with dry, warm (12-18C), still conditions. The survey will follow a predetermined transect route inspecting all refugia and recording any animals seen away from refugia sites.

Species, location, lifecycle, and number of animals, signs of disturbance will be recorded on each visit (Froglife, 2021).

4.5. Breeding birds

Visits should be carried out between an hour after dawn and midday. Avoid days of high winds (wind above Beaufort Force 3: leaves and twigs, but not branches, in constant motion) or heavy rain. On each survey visit, cover the whole of the survey area, walking to within 50 m of every part of it. Vary the route and direction between visits to ensure that different parts of the recording area do not receive systematically better coverage as a result of possible decline in song output later in the morning. All bird locations will be plotted on 1:2500 maps using BTO species and activity codes on a different survey map for each visit. All observations should be plotted within an accuracy of ± 25 m.

At the end of the fieldwork, all registrations are transferred to 'species maps' on which the letter of the visit (A, B, C or D) is substituted for the species symbol. The registrations are plotted in exactly the same locations as on the original survey maps and using the same activity codes. The information on these 'species maps' is then be used to estimate the numbers of breeding birds to define territory clusters.

The minimum number of registrations (from different visits) used to form a territory is two, wherever possible.

However, if any of the following are recorded on just one visit, but do not fit into a territory cluster, then they can be counted as additional territories:

- (a) A bird in song;
- (b) A lone bird alarm calling or giving other vocalisations and thought to have strong territorial significance;
- © The presence of an occupied nest;
- (d) A lone pair, providing that the birds are not in mid-flight.

NB The presence of a family on just one visit (juvenile birds with attendant parents) is not permitted as a territory, since they can move into an area from outside the recording area.

All territories falling at least partly inside the plot are included in the plot totals, even when some of the registrations forming the territory cluster fall outside the plot boundaries (Ausden, 2013)

4.6. Non-breeding birds

Non-breeding birds will be recorded September to March. All species and number will be recorded across the entire survey site in September, November, January, and March. Peak numbers of each species will be recorded on each visit.

4.7. Bumblebees

A transect route about a mile (1-2km) will be walked once a month March to September the peak flight period for the target species, route will be identified that takes in some flower-rich habitat and is easily accessible; the same route will be walked monthly from year to year to enable sightings to be compared.

The transect will be divided into at least 3 sections. The habitats will ideally be at natural breaks in habitat or landscape type. Honeybees should also be noted if possible, solitary bees need not be recorded. The transect route will be walked at a steady pace without lingering in hotspots, as this will bias results. All Shril or Brown-banded bumblebees seen within the 'recording box' that extends 2m either side of the observer and 4m ahead should be recorded.

Where possible the caste (queen, worker, male) of each individual and species will be recorded, making a note of any interesting behaviour, such as mating.

Record unknown bumblebee or caste for any bumblebees you are unsure of. Where estimates have to be made (e.g. when numbers are too large to count accurately) make sure an actual figure is recorded (e.g. 45 rather than 40+) (Bumblebee Conservation Trust, 2023).

Monitoring Reports

Following BNG habitat creation and initial enhancement works, the monitoring reports will be sent to the Local Planning Authority/Responsible body using the Natural England 'Monitoring Report' template. The reports will include the essential monitoring as described above required to ensure the habitat targets for BNG are met. The requirements with which the monitoring reports will be determined in the legal agreement with the local planning authority/Responsible body.

Monitoring Report Schedule

Details of the organisation that will be responsible for submitting the monitoring reports and responsible organisation for receiving and reviewing the reports:

Organisation Responsible for Submitting the Monitoring Reports	Organisation Receiving and Responsible for Reviewing Reports
RSPB	Dover District Council

Details of when the monitoring surveys and reports will be undertaken and submitted:

Example years have been provided below and the table can be extended where a different monitoring scheduled is required. For Willow and Caspalls enhancement has been underway since 2022, for Blue Pigeon 2024. To make monitoring easier across all fields Y₁ is set to 2026 and Y₃₀ is 2056 for a total of 30 years.

Project Year	Month Report to be Submitted	Comments
Y0	BNG report detailing baseline and habitat progress for all fields has been submitted to the council	Starting Year 2022 for Willow and Caspalls and 2024 for Blue Pigeon
Y1	January 2027	Results of monitoring surveys undertaken in spring/summer 2026
Y2	January 2028	Results of monitoring surveys undertaken in spring/summer 2027

Y3	January 2029	Results of monitoring surveys undertaken in spring/summer 2028
Y4	January 2030	Results of monitoring surveys undertaken in spring/summer 2029
Y5	January 2031	Results of monitoring surveys undertaken in spring/summer 2030
Y10	January 2036	Results of monitoring surveys undertaken in spring/summer 2035
Y15	January 2041	Results of monitoring surveys undertaken in spring/summer 2040
Y20	January 2046	Results of monitoring surveys undertaken in spring/summer 2045
Y25	January 2051	Results of monitoring surveys undertaken in spring/summer 2050
Y30	January 2056	Results of monitoring surveys undertaken in spring/summer 2055 – End of 30 year period for all fields

5. Key results for management objectives

Management Year 1-5

Species or factor	Measure	Current	Target
Scrub			
Scrub native species composition	% of scrub cover.	0	80%
Seedlings, saplings, young shrubs present	% or area with presence	0	>5%
Absence of invasive non-native plant species	Presence or absence	Absent	Absent

Species indicative of suboptimal condition	% of ground cover	0	<5%
Scrub structure with developed edge, scattered scrub and tall grassland and or forbs present.	Presence or absence	Absent	Present
Clearings, glades or rides developing	Presence or absence	Absent	Present

Grassland

Sward height is varied	Sward height and percentage	No sward	20% of sward <7cm, 20% >7cm
Bare ground	Percentage cover	100%	<20% (Caspalls); 1-5% (Willow, Blue Pigeon)
Scrub cover	Percentage cover	0	<5% (Willow, Caspalls) >5% (Blue Pigeon)
Species indicative of suboptimal condition	Percentage cover	0	May be over 5% as cannot guarantee
Invasive species as listed on Sch 9 WCA	Presence or absence	Absent	May be present as cannot guarantee
Vascular plants	Number of species per m ²	0	5 species

Species – Desirable (if resources allow)

Establish breeding priority bird species including any of the following: yellow wagtail, skylark, linnet, reed bunting	Mean five-year number of species.	0	>1 species
--	-----------------------------------	---	------------

Establish populations of reptiles	Presence by Year 5	0	2 species
Establish population of foraging bee assemblage	Presence by Year 5	Absent	1 species

Management Year 6-30

Species or factor	Measure	Current	Target
Scrub			
Scrub native species composition	% of scrub cover.	0	80%
Seedlings, saplings, young shrubs present	% or area with presence	0	>15%
Absence of invasive non-native plant species	Presence or absence	Absent	Absent
Species indicative of suboptimal condition	% of ground cover	0	<5%
Scrub structure with developed edge, scattered scrub and tall grassland and or forbs present.	Presence or absence	Absent	Present
Clearings, glades or rides developing	Presence or absence	Absent	Present
Grassland			
Sward height is varied	Sward height and percentage	No sward	20% of sward <7cm, 20% >7cm
Bare ground	Percentage cover	100%	<20% (Caspalls); 1-5% (Willow, Blue Pigeon)
Scrub cover	Percentage cover	0	<5% (Willow, Caspalls)

			>5% (Blue Pigeon)
Species indicative of suboptimal condition	Percentage cover	0	<5%
Invasive species as listed on Sch 9 WCA	Presence or absence	Absent	Absent
Vascular plants	Number of species per m ²	0	8 for Caspalls and Blue Pigeon; ≥10 for Willow)

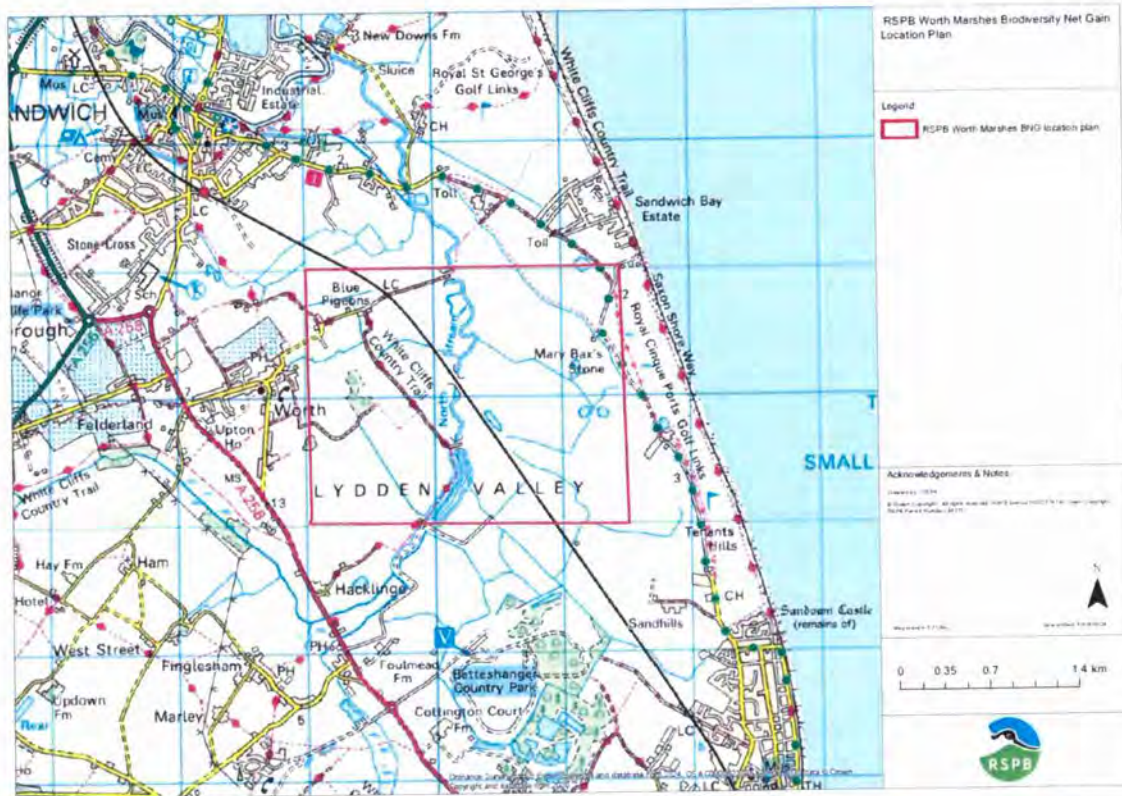
Species – Desirable (if resources allow)

Establish breeding priority bird species including any of the following: white throat, lesser white throat, reed bunting, nightingale	Mean five-year number of species.	0	>4 species
Establish population of foraging bee assemblage	Presence by Year 5	Absent	2 species

6. Maps

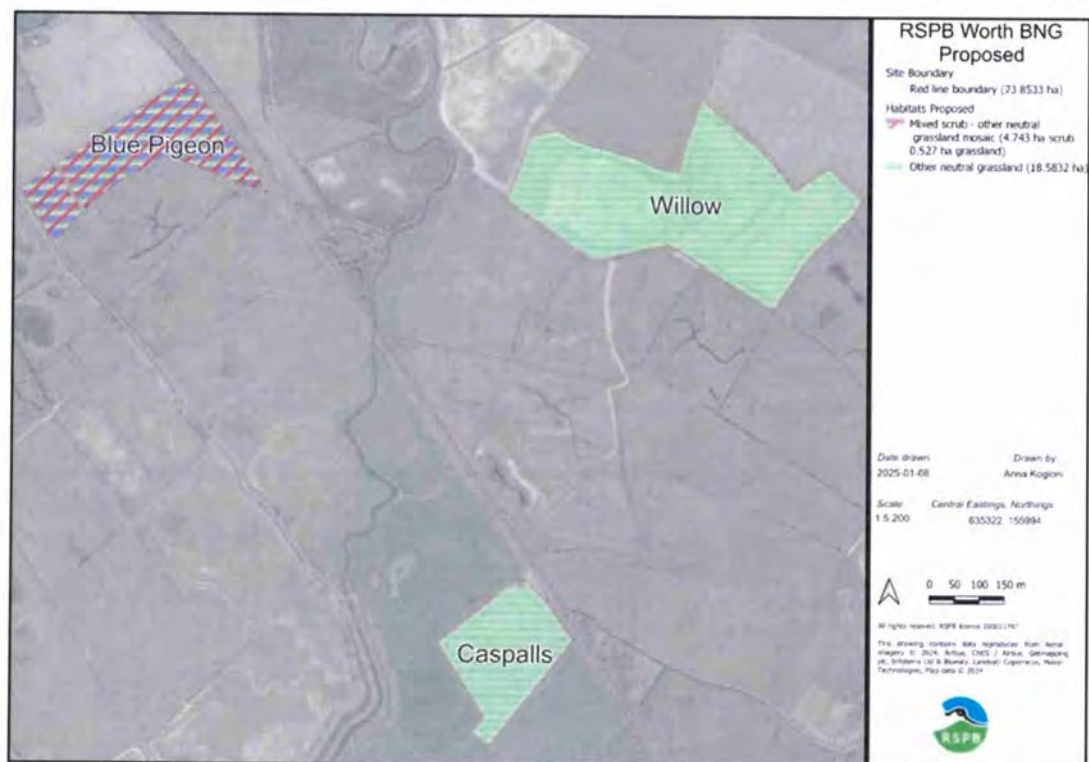
Maps of the areas covered in the BNG MMP and any relevant mapping to support an understanding of the management requirements of the site.

i. RSPB Worth Marshes BNG Location





iv. RSPB Worth Marshes BNG Proposed



v. RSPB Worth Marshes BNG Infrastructure



7. Roles and Responsibilities

Role	Organisation	Responsibility
Dungeness & Worth Marshes Senior Site Manager	RSPB	Oversee the off-site BNG delivery.
Worth Marshes Warden	RSPB	Lead on the practical management of the habitat management and monitoring delivery.
Ecology Department	RSPB	Provide specialist advice on the habitat and species ecology and management.
Planning Department	Dover District LPA	Monitoring of s106 obligations

References

Ausden, M. (2013). Monitoring breeding birds on RSPB reserves. RSPB Ecology.

Bumblebee Conservation Trust (2023). Bee Walk Pack ([2023 BeeWalkPack.pdf \(bumblebeeconservation.org\)](#))

CIEEM (2021). Biodiversity Net Gain Report and Audit Templates Chartered Institute of Ecology and Environmental Management, Winchester, UK.

Froglife (2021). Surveying for Reptiles (<https://www.froglife.org/surveying-for-reptiles/>)

UKBMS (2023). G1: Monitoring butterfly numbers by the transect Method – Summary information for recorders (https://ukbms.org/sites/default/files/UKBMS_G1_Transect_monitoring_summary.pdf)

UKHab Ltd (2023). *UK Habitat Classification Version 2.0* (at <https://www.ukhab.org>)



Protecting habitats, saving species
and helping to end the nature and
climate emergency.

**Nature is in crisis.
Together we can save it.**

Stay connected

Keep up to date with the latest thinking, news, events,
and information from the RSPB in your local community.



@natures_voice



@TheRSPB



@rspb_love_nature

Head Office

RSPB The Lodge
Potton Road
Sandy
Bedfordshire SG19 2DL