



Department
for Environment
Food & Rural Affairs

Conservation covenants

February 2019



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1. Introduction

1. Leaving our environment in a better state than we found it for future generations to enjoy requires long-term investment and stability. Where land owners seek to secure positive environmental outcomes they have no adequate mechanism to secure those benefits over the long term. We need a new legal tool – conservation covenants.

2. A conservation covenant is a private, voluntary agreement between a landowner and a “responsible” body, such as a conservation charity, government body or a local authority. It delivers lasting conservation benefit for the public good. A covenant sets out obligations in respect of the land which will be legally binding not only on the landowner but on subsequent owners of the land.

3. The absence of this legal tool has resulted in people using costly and complex workarounds to conserve our wildlife, habitats or heritage assets. The results, however, have been less than ideal.

4. The Law Commission examined the need for conservation covenants in 2013 and published its report in 2014. It concluded that legislation should be introduced. The [full report setting out the analysis and conclusions](#) is available on the Law Commission website. The Law Commission prepared a draft Bill to implement the proposals.

5. The government’s ambition is that we leave the environment in a better state than we found it. The 25 Year Environment Plan sets out the government’s ambitious goals for nature and biodiversity in England. In the Plan we undertook to assess the demand and potential for conservation covenants to secure lasting conservation outcomes; and to work with stakeholders to review and take forward the Law Commission’s proposals for conservation covenants in England.

6. We see conservation covenants as a valuable tool that can help deliver positive outcomes for conservation. We therefore plan to introduce conservation covenants into the law of England. We intend to implement Law Commission proposals with some amendments.

2. Purpose of this consultation

7. The purpose of this consultation is to seek views on our intention to introduce the Law Commission proposals, with some amendments. It supplements the Law Commission public consultation on its proposals in 2013. That consultation secured responses from 57 individuals and organisations from academia, the conservation sector, the legal community, land-owning bodies and others. The Law Commission also held meetings around the time of their consultation, and we held stakeholder meetings in October 2018.

8. We wish to gather additional information on:

- the demand and potential for conservation covenants to secure long-term benefits from investment in nature conservation and other environmental outcomes;
- the safeguards that need to be included;
- any possible unintended consequences and whether the potential costs and benefits set out below appear a reasonable estimate of the impacts of introducing the tool; and
- the Law Commission proposals and whether, with amendments set out below, they provide for a suitable statutory mechanism for England.

3. Potential costs and benefits

9. The use of conservation covenants would be voluntary. Businesses would therefore incur no costs unless they choose to enter into a conservation covenant with another party. Where landowners and organisations choose to use conservation covenants, we envisage a low level of costs.

10. The scale and impact of conservation covenants will depend on the level of uptake, which in turn will depend on a number of factors. Based on evidence from other countries, and from respondents to the Law Commission consultation, the Law Commission assumed that 15 straightforward and six more complicated conservation projects will now happen each year because of conservation covenants entered into with responsible bodies. In addition, it is assumed that each responsible body would enter into 25 covenants per year to deliver projects which would instead have relied upon existing workarounds or other powers. It is noted that these estimates carry a significant degree of uncertainty and the Law Commission was not able to estimate the likely overall number of responsible bodies.

11. For the purposes of these estimates, a straightforward project would include those where landowners wish to protect conservation assets on their land or conservation bodies wish to dispose of land. The more complicated projects would include those where landowners are paid for delivering ecosystem services or those which provide compensatory land in a planning context. The Law Commission has given a low, best and high estimate of costs and benefits. This document uses the best estimate.

12. Total annual costs¹ for the additional 21 projects have been estimated at just over £700,000. This breaks down as:

¹ This document uses Law Commission figures from the Impact Assessment prepared in 2014

- transactional costs of creating the covenant - £75,000
- monitoring costs - £1,000
- enforcement costs - £160,000
- costs of taking cases to tribunal to resolve disputes over modifying or ending a covenant - £540,000

13. Enforcement costs and dispute-resolution costs are the most significant and forecast to arise on average 25 years after a covenant started. This is the typical period of one generation and therefore when a covenant is likely to pass to a new owner. No enforcement or dispute-resolution costs are expected before then as covenants are entered into voluntarily.

14. Transitional costs to the new mechanism are thought to be negligible and central government would be able to absorb the administrative costs into existing workloads. There will also be the costs arising from deciding to use land for conservation. There is the lost opportunity of what the land could have otherwise been used for. The opportunity cost has not been monetised, as it will vary significantly depending on the particular circumstances that apply. There will be costs that flow from managing the land or from creating or restoring habitat at the covenanted site. Costs associated with habitat restoration and creation will depend on the habitat type. These have been estimated to range from £2,000 per hectare for upland habitat restoration to £49,000 per hectare for coastal habitat creation. As a conservation covenant is voluntary, these costs will be incurred by the landowner only if they decide that the potential benefits exceed the potential costs.

15. There are two main benefits that could result from the introduction of covenants:

- i) Missed conservation opportunities are realised;
- ii) The need to use workarounds to create private conservation obligations in relation to land is reduced, if not eliminated.

16. It is possible to quantify some of these benefits in monetary terms. However, a number of benefits are not monetised, due to their nature and/or uncertainty as to their scale and scope.

17. The main monetised benefit stems from the unblocking of land that could be used for development by providing the assurance that compensatory land will be managed for conservation purposes. The Law Commission's Impact Assessment estimates that there will be one additional development per year resulting from this, the annual benefits of which are estimated to be £5.41million. A further £1.35million is estimated to arise from the savings generated by the avoidance of costly workarounds for landowners and the conservation sector.

18. Further key non-monetised benefits that could arise through the realisation of missed conservation opportunities include:

- the retention and protection of habitats and their associated species as well as increased connectivity between nature conservation sites;
- the health and wellbeing that results from enjoying and exploring nature;
- a source of natural resources and environmental services to society, such as the regulation of climate and improved water quality;
- increased recreational and sport opportunities;
- possible employment opportunities resulting from national and local tourism and from increased recreational opportunities;
- the conservation and enhancement of heritage assets.

4. Background

19. The government's ambition is to leave the environment in a better state than we found it. The 25 Year Plan sets out the steps to be taken to achieve that ambition. To allow future generations to flourish, it is important that the intrinsic value of the environment is managed wisely. Conservation covenants have a role to play by giving individuals and organisations the opportunity to deliver lasting conservation outcomes.

20. A conservation covenant will be a versatile, low-cost legal tool. They have been used successfully in other countries. The Law Commission has designed this tool, drawing on the experiences of other countries, and in consultation with stakeholders, to be led by landowners and the conservation sector. Covenants will provide a means to deliver lasting outcomes and remove the need for the costly workarounds that some are currently using. On decisions to modify or end conservation covenants, the design seeks to strike a balance between flexible land use and land conservation as an environmental, and/or heritage asset.

21. The tool has the capacity to be used in a range of circumstances. Some examples below provide more detail - ranging from altruistic landowners who wish to protect conservation assets on their land through to commercial uses. Uses could include facilitating development on land by securing the long-term conservation management on alternative compensatory land or generating income for landowners from payments for managing land that results in benefits to society, such as flood-risk mitigation. These payments could come from the public or private sector.

Some scenarios

Altruistic uses – A landowner who has inherited extensive moorland which includes a crag much used by rock climbers. The landowner intends to leave the land to his children. They use a conservation covenant to ensure that the moorland is properly managed and that the public continue to have access to the crag.

Securing heritage assets - A farmer, who is also a keen amateur archaeologist has the buried remains of a Romano-British villa on her land. She is keen to ensure its protection and agrees to take the land out of cultivation. She would like the appropriate management to be maintained after she has disposed of the land and uses a conservation covenant to secure this outcome.

An alternative to land purchase by conservation organisations - A wildlife charity identifies a plot of land as containing the habitat of a native bird species. It makes a financial offer to the landowner in return for the land being maintained as a habitat. The landowner agrees. The conservation covenant sets out the obligations that the landowner has to undertake to receive the financial offer.

Disposals of land by conservation organisations - A heritage group has invested funds in buying and restoring a Victorian house. The organisation wishes to sell the land but ensure that the work it has undertaken, and the heritage value of the property, are preserved. A conservation covenant ensures that future owners of the property maintain the conservation improvements made through the restoration work.

Payment for ecosystem services - An area of woodland upstream of a river which passes near homes has helped to mitigate localised flooding. After negotiations, the landowner agrees to continue with current land management practices, restoring and maintaining the woodland in return for a yearly payment. The obligations for land management and annual payments are set out in a covenant between the landowner and the responsible body.

Net gain for biodiversity - A local planning authority receives a planning application for a new housing development on land with some nature conservation value. The proposed development has retained habitat where possible and undertaken nature enhancement within the design but cannot entirely mitigate its impacts on site. In accordance with the recently updated National Planning Policy Framework, the local authority asks the developer to agree to improve habitats elsewhere in the local area to ensure the development leads to a net positive impact on wildlife habitats before granting permission. A conservation covenant provides one possible mechanism for securing permanent land-management obligations for the area of improved habitat.

5. The current legal landscape

5.1. Existing legal arrangements

22. The law currently allows, in some instances, for landowners to agree conservation obligations on their land which bind future landowners. However these have serious shortcomings and they are complicated to understand.

- **A freehold covenant:** This can only impose **restrictive** obligations on the land which bind future owners. These obligations prevent an activity - they do not allow for positive management. A restrictive covenant will, also, only bind future owners of the land if there is neighbouring land which benefits from the restrictive obligations. These are significant shortcomings in a conservation context. Positive management is often required to deliver a conservation outcome and conservation work usually benefits society rather than an individual who owns neighbouring land.
- **Land obligations:** These could be introduced and they would allow parties to enter into binding positive obligations but they would still not overcome the requirement for neighbouring land to benefit.
- **Statutory Powers:** These do exist and allow some organisations to agree covenants without the need for neighbouring land to benefit. The National Trust, for example, can agree covenants which are in line with its general purposes. These statutory powers, however, can generally only agree restrictive covenants and they can be held and enforced by a very limited number of bodies. Full details of the statutory covenants have been set out by the Law Commission and can be found at [Appendix A of the Law Commission consultation document](#).
- **Planning conditions and section 106 planning obligations:** These are an example of a statutory power and are included in the Law Commission paper. They can require both positive and restrictive action to deliver conservation outcomes but they are used primarily in a planning context.

5.2. Legal workarounds

23. Landowners have used some legal workarounds. These are viewed as complex and often unattractive to landowners for a variety of reasons.

- **Leasehold covenants:** These allow a landowner to transfer their freehold to a body, such as a conservation body. The conservation body then grants a lease back to them with a covenant attached to the lease to secure conservation outcomes. Alternatively, the freeholder issues a long lease to the conservation body which then issues a slightly shorter lease back to the freeholder with a covenant attached. These are complicated and costly to set up and of limited value

as landowners can be reluctant to give up their freeholds to secure conservation outcomes.

- **Chains of covenants:** These can be used when a landowner has a covenant containing positive obligations with another body and plans to sell the land. Any breach of the positive obligations can only be enforced against the original landowner. The new owner therefore agrees to indemnify the original owner against any losses in the event of a breach of the covenant. These indemnity chains can be created each time the land is sold. Alternatively, the landowner has a contract with the body holding the covenant requiring future owners to enter into a new covenant with the covenant holder.

These chains are very complicated and costly. In the first scenario, there is no guarantee that the new owner, however long the chain, will honour the indemnity, leaving the original landowner to incur the loss. A court also will not issue an injunction against the original landowner when a breach occurs, as they no longer own the land. The only redress is an award of damages to the covenant holder and the breach continues. In the second scenario, this condition can significantly affect prospects for sale and therefore is not popular.

- **Rentcharges:** These require a landowner to pay a periodic sum to another person who has an interest in the land. An example might be where the landowner sells land to another person with conditions that they manage the land, such as maintaining a woodland or keeping the hedges tidy. The vendor adds a rentcharge as security to ensure the management occurs.

Since 1977 there has been a general prohibition on creating new rentcharges. There is one exception. This is for “estate rentcharges”, where they can be used for the purpose of enforcing positive obligations. They are complicated, cumbersome and there is a lack of clarity around when they can be used and what obligations can be attached to them. They do not provide a direct method of enforcement in the event of a breach – the only redress is to take possession of the land. For example, if the land management is not undertaken, the owner of the rentcharge can lease the land to another person to generate income to pay for the management even if the sum is very low. This is viewed as disproportionate.

24. The Law Commission has reviewed in detail the current law, the workarounds and information from stakeholders and other sources. It concluded that a statutory scheme for conservation covenants is needed. The Law Commission recommendations, which underpin its proposals, can be found at [chapter 9 of its report](#). Its proposals would address the complicated workarounds and current legal shortcomings and instead create a versatile tool that can deliver lasting conservation for the public good. The proposals contain safeguards to allow covenants to be modified or ended where the parties to the covenant agreed to do so; or where there is a public interest to do so.

6. The future picture

25. As set out in paragraph 10, the Law Commission analysis, on the basis of responses to its consultation, led to an estimate of a responsible body handling 25 covenants a year. The estimates carry a significant degree of uncertainty and the Commission was not able to estimate the likely overall number of responsible bodies.

26. In the USA and New Zealand, which have had their equivalent of conservation covenants for many years, the uptake has been good. In the US there are over 95,000 agreements covering more than 18 million acres (about 0.5% of the US land area) and in New Zealand about 4,000 agreements covering over 600,000 acres (about 1% of NZ land area). In Scotland, which introduced its legislation in 2003, around 200 agreements are in place.

27. The Law Commission analysis shows that conservation covenants can facilitate rather than frustrate development. This is because a local authority could consider a covenant, which secures conservation management on the compensatory land, as a material consideration allowing it to grant consent. The Law Commission estimate, based on an impact assessment for biodiversity offsetting for a single development in this scenario, is £5.41m a year. Read the [offsetting impact assessment](#) - page 20 refers.

28. If a local authority were minded to require a developer, as part of a section 106 agreement, to secure a conservation covenant on land, that s106 agreement cannot compel the landowner to enter into an agreement with a responsible body. It will be for landowners to enter into conservation covenants if they so wish and for responsible bodies equally to choose to be the holder of the covenants.

29. The impact on land prices will vary. It will depend on circumstances but primarily on the use that the land could be put before the conservation covenant is agreed. The value could fall as the obligations will place restrictions on the land, which is likely to reduce the rental, capital and re-sale value of the land. The scale and extent of the obligations will have a bearing, as it is very unlikely that they will totally prevent other uses of the land.

30. Where the obligations provide a regular income, such as from flood mitigation services or from tourism, the land value could increase. It could also increase property values in the neighbourhood and generate business opportunities associated with recreation and tourism. Land which cannot be developed could also increase in value if used to provide compensatory habitat in a planning context. It will be the landowner's choice whether or not to enter into a conservation covenant after weighing up the advantages and drawbacks from their perspective.

7. Questions about the likely demand and potential for conservation covenants

31. We are minded to introduce primary legislation which allows conservation covenants based on the Law Commission proposals as soon as practicably possible. This consultation seeks additional information on the likely demand and potential for these covenants and information on any unintended consequences. Some of the potential uses are set out under the scenarios in paragraph 21 above.

Question 1: Should conservation covenants be introduced into the law of England?

Question 2: What demand do you foresee for conservation covenants? What is the basis for your view?

Question 3: What potential do you foresee for conservation covenants to deliver lasting conservation outcomes? What is the basis for your view?

Question 4: What use would you make of conservation covenants?

Question 5: What, if any, unintended consequences might there be? What is the basis for your view?

8. Proposals for conservation covenants

8.1 Law Commission proposals

32. The Law Commission has undertaken a thorough analysis of the need for conservation covenants. Its proposals will provide a versatile tool to address the gap in the current law which often prevents landowners from entering into voluntary agreements to deliver conservation outcomes which will bind future owners of the land.

33. The key features of the Law Commission proposals are:

- A conservation covenant - a voluntary, private, legally-binding agreement would be established between a landowner and a responsible body drawn from a limited class of organisations, such as a local authority, government body or a conservation charity.

- The covenant would deliver a conservation purpose which is for the public good, such as to conserve the natural and/or historic environment of the land.
- The covenant would contain obligations which could be either positive or restrictive in nature. A positive obligation would require the landowner to do something, such as manage the land to secure a conservation outcome. A restrictive obligation would require the landowner not to do something to secure a conservation outcome.
- The covenant would be binding on all future owners of the land after the current owner has disposed of it. The Law Commission proposals provide for the covenant to be indefinite unless the parties agreed a shorter period or to a period which does not exceed the duration of the tenancy that a tenant has with the landowner.
- The covenant could be modified or ended by agreement of the parties or if there is a dispute between them then ultimately it would be possible to refer the matter to the Upper Tribunal of the Lands Chamber for decision.
- Breaches to a covenant could be prosecuted through the courts by the parties. Sanctions for breaches include an injunction to prevent damaging activity; an order requiring specific performance to deliver the conservation outcomes; and the payment of damages, including exemplary damages.

Question 6: What changes, if any, to the Law Commission proposals do you consider necessary to make conservation covenants more effective tools?

34. We propose to amend the Law Commission proposals in three ways:

- the eligibility criteria for tenants to enter into covenants;
- the public oversight provisions; and
- the bodies that can hold the covenants agreed with landowners.

8.2 Tenants eligibility

35. We agree with the Law Commission that tenants should be allowed to enter into conservation covenants, as their land could hold features of high conservation value. We believe, however, that tenants should secure the agreement of the freeholder and have a minimum of 15 years left on the lease rather than the seven years proposed by the Law Commission. We consider that seven years is generally too short for the long-term management that would normally be associated with lasting conservation outcomes. We also think covenants are likely to be transferred across generations and that is more likely to occur with longer leases. The Law Commission report states that leaseholders with at

least 15-20 year leases were more likely to create covenants and we have been guided by this in proposing the 15 year threshold.

36. On the need to secure the agreement of the freeholder, we acknowledge the Law Commission point that the leaseholder, like the freeholder, has to act within existing legal obligations that apply to them. As such, a leaseholder cannot commit to an agreement that goes beyond the limits of their lease. We do, however, feel that on balance, it should avoid misunderstandings and unnecessary contract disputes if the leaseholder has secured the expressed agreement of the freeholder before entering into a covenant. For the same reasons, we feel that landowners should secure the agreement of the tenant when they intend to enter into a covenant on leasehold land.

Question 7a: Should tenants be able to enter into conservation covenants?

Question 7b: If so, do you agree that the qualifying threshold for the remaining length of a lease should be set at a minimum of 15 years?

Question 7c: If not, what level would you set it at and why?

Question 8a: Should tenants be required to secure the agreement of the freeholder before entering into a covenant?

Question 8b: If not, what is the basis for your view?

Question 8c: Should freeholders be required to secure the consent of a tenant before entering into a covenant when the land affected is leased?

8.3 Public oversight

37. We take the view that as conservation covenants are intended to deliver a public good there should be some level of public oversight. We also recognise, however, that covenants are private agreements, so the level of public oversight should be proportionate. We agree with the Law Commission proposals that a responsible body should tell government every year about the number of covenants it holds and the extent of the land covered by those covenants but with two important additions. We propose that responsible bodies should also submit details of the location of the covenanted land and the headline conservation outcomes the covenant is aiming to deliver.

38. We consider this information will allow Defra to assess the effectiveness of conservation covenants in contributing to the government's 25 Year Environment Plan

ambition to leave the environment in a better state than we found it. It will also enable assessment of whether the public benefit objectives of covenants are being met.

39. The information will also provide transparency. This can help facilitate public access to the land where a conservation covenant provides for such access and allow the public to view the contribution being made by the landowner and responsible body to lasting conservation.

40. We do not consider the supply of this information an onerous burden on the responsible body. It would need to hold the information to perform its functions of overseeing the implementation of the covenant. We will work with stakeholders to ensure reporting requirements are simple and proportionate.

Question 9a: Should public oversight provisions require responsible bodies to provide details of the location and headline conservation objectives of conservation covenants held by them?

Question 9b: If not, what would you propose and what is the basis of your proposed alternative?

8.4 Responsible bodies that can hold conservation covenants

41. We agree with the Law Commission that the 'responsible bodies' which can hold conservation covenants needs to be restricted. We propose that bodies, whether public, charitable or for-profit should be allowed to apply to hold covenants. We will work with stakeholders on the criteria but we would want the bodies to be able to demonstrate a proven track record in delivering conservation outcomes and that they have the resources to oversee the implementation of a covenant for the long term.

42. The Law Commission has set out the case for public bodies and conservation charities being responsible bodies in its report. There are, however, for-profit bodies which have expertise in land management to deliver conservation outcomes. Community-interest companies are an expanding entity within the for-profit category and they too may have relevant expertise. There may also be some landowners who would prefer to enter into a covenant with a body outside the public or charitable sector.

43. We recognise that the public oversight of responsible bodies is greater for those in the public and charitable sectors by virtue of mechanisms, such as freedom of information, judicial review and regulation by the Charity Commission. We therefore welcome views on whether, and if so, what, additional mechanisms to those set out in section 8.3 above ought to be introduced for for-profit bodies in order to provide assurances that covenants they hold deliver conservation outcomes for the public good.

Question 10a: Should for-profit bodies be able to hold conservation covenants?

Question 10b: Should there be additional mechanisms introduced for for-profit bodies which provide assurances that the covenants they hold are delivering conservation outcomes for the public good? If so, what mechanisms would you suggest?

9. Safeguards against possible abuse of conservation covenants

44. The Law Commission proposals contain safeguards against possible abuses. Covenants would be voluntary, so a landowner will only enter into one where they decide the benefits exceed any potential drawbacks. The organisations that we propose can be responsible bodies for conservation covenants will need to have a proven track record in delivering conservation. This will provide a safeguard, as they will have the expertise to oversee delivery of the conservation outcomes.

45. It is not the intention to use conservation covenants to frustrate other uses on land where there is no public benefit in doing so or to otherwise prevent development in the public interest. The proposals therefore provide for balanced decisions to be made between competing calls on how to use the land in the future and what is in the public interest. They do this by:

- Requiring the conservation purpose of the covenant to relate to the land in question; which will prevent placing obligations on land that are not intended for public benefit but instead to obtain a wider, unrelated outcome.
- Requiring the conservation covenant to be made with a responsible body that has been approved by the Secretary of State.
- Giving the Lands Chamber the power to modify or end a conservation covenant. Issues the Lands Chamber could consider include the extent to which the covenant delivers a public good; and whether there has been a material change in circumstances affecting the covenant's delivery, such as any that stem from climate change, changes to the practicability or affordability of delivery, or changes to the character of the property or neighbourhood.
- Providing for the private rights in the conservation covenant to be overridden or ended by certain statutory powers (for example, under the Housing and Planning Act 2016) to allow development in order to deliver other public policy priorities. Similarly the compulsory purchase regime will also apply to land covered by conservation covenants in the same manner as it does to other private rights.

46. There is no prospect for major infrastructure projects being frustrated by conservation covenants, as they are carried out under the authority of Acts of Parliament. As for other development, it is already possible for landowners to enter into restrictive covenants with neighbours which prevent land being developed. Our view is that this would be a far easier and more obvious way to attempt to block development of land. From discussions with a range of stakeholders so far there would seem to be only a very negligible risk that a conservation covenant will create any additional barrier to development. As mentioned in paragraph 27, conservation covenants are seen as a tool that can facilitate rather than frustrate development.

47. We welcome views and any evidence that conservation covenants would have unintended adverse impacts on development. We are open to considering additional safeguards should the need for these be demonstrated.

Question 11a: Do you consider the Law Commission proposals, with the proposed amendments set out above, as containing sufficient safeguards to ensure they are not abused?

Question 11b: If not, what changes would you make?

Question 12a: Do you consider the Law Commission proposals, with the proposed amendments set out above, as simple, practical and capable of delivering lasting conservation outcomes?

Question 12b: If not, what changes would you make to them?

Question 13a: Do you consider the Law Commission proposals, with the proposed amendments set out above, contain sufficient safeguards to ensure they are not used to block development, or otherwise abused?

Question 13b: If not, would you support additional safeguards? Please give details.

10. Enforcement measures

48. The Law Commission has proposed that any alleged breaches of a conservation covenant, if not resolved mutually between the landowner and responsible body, should ultimately end up in the courts for remedy. We share the Law Commission's view that enforcement action will be a serious step and that interim steps, such as compliance warnings, may be appropriate in some cases.

49. We note that there was wide support during the Law Commission consultation for injunctions and damages to be awarded for breaches of conservation covenants. We agree that there will be cases where this is appropriate, particularly where the impact on the public good is significant. Pursuing enforcement action through the courts for these remedies can be costly, time consuming and might be viewed as a disproportionate for some breaches. This, in turn, could act to discourage enforcement action or delay it until there is indisputable evidence of harm.

50. We would, therefore, welcome views on whether there might be cases where the alleged breach warrants a lesser remedy secured through a less formal process and what alternative or supplementary processes might be used in such circumstances.

Question 14: What alternative or supplementary processes might be used to seek remedies against breaches of conservation covenants? If so, what do you see as their advantages and drawbacks?

11. How to respond

11.1. Who will be interested in responding?

51. This is a public consultation and it is open to anyone with an interest in providing comments. It should be of particular interest to:

- Landowners and their representative bodies
- Conservation charities
- Local authorities and their representative bodies
- Legal bodies and their representative bodies, particularly those with an interest in land law
- Developers and their representative bodies
- Academics with an interest in conservation or land law

11.2. How to respond to this consultation

52. The consultation will run for 4 weeks from 22 February 2019 to midnight on 22 March 2019.

Please respond to this consultation on line using the Citizen Space consultation system:
<https://consult.defra.gov.uk/wildlife-management/conservation-covenants/>

53. If you do not wish to respond using the Citizen Space consultation system, please email your response to the email address below or send your response to:

Conservation Covenants Consultation, Wildlife Division

Department for Environment, Food and Rural Affairs

Floor 2, Horizon House,

Deanery Road,

Bristol, BS1 5AH

Or email to: conservation-covenants-consultation@defra.gov.uk

11.3. Confidentiality and data protection

54. This consultation is in line with the government's Consultation Principles. This can be found at www.cabinetoffice.gov.uk/resource-library/consultation-principles-guidance.

55. Representative groups are asked to give a summary of the people and organisations they represent and where relevant who else they have consulted in reaching their conclusions when they respond.

56. Information provided in response to this consultation, including personal data, may be published or disclosed in accordance with the access to information regimes these are primarily the Environmental Information Regulations 2004 (EIRs), the Freedom of Information Act 2000 (FOIA) and the Data Protection Act 2018 (DPA). We have obligations, mainly under the EIRs, FOIA and DPA, to disclose information to particular recipients or to the public in certain circumstances.

57. If you want the information that you provide to be treated as confidential, please be aware that, as a public authority, the Department is bound by the Freedom of Information Act and may therefore be obliged to disclose all or some of the information you provide. In view of this it would be helpful if you could explain to us why you regard the information you have provided as confidential. If we receive a request for disclosure of the information we will take full account of your explanation, but we cannot give an assurance that confidentiality can be maintained in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on the Department.

58. If you have any comments or complaints about the consultation process, please address them to:

Consultation Coordinator

Area 1C, 1st Floor Nobel House

17 Smith Square,

London, SW1P 3JR.

Or email: consultation.coordinator@defra.gsi.gov.uk

11.4. Next steps

59. This consultation will run for 4 weeks.