

CONSERVATION COVENANTS AND LEGAL PROTECTION OF WILD LAND

CORE TOPICS:

- Conservation covenants: their use for rewilding and how they work.
- Private law protection of rewilding land.

KEY TAKEAWAYS:

- Without legal protection, the restoration of nature achieved by rewilding actions is at risk of being lost if new owners do not have the same vision and goals.
- Conservation covenants could be used to restrict how land is managed and used under current and future owners.
- Government guidance explicitly recognises the use of conservation covenants as part of biodiversity net gain schemes.
- To overcome inherent weaknesses in the conservation covenant regime, the Lifescape Project has developed a robust private law protection mechanism.

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1. INTRODUCTION

Summary

This note discusses methods which can be used to preserve rewilding gains and conservation gains for the long-term. It may take many years for rewilding efforts to bear fruit, and it is therefore important to protect these efforts and ensure they continue even if the land is passed on to a new owner, whether that is within families or through the sale of the site in question.

Practical scenarios

This note considers the following practical scenarios and the application of the rules relating to conservation covenants thereto.

REWILDING PROJECT A

Landowner A is the freeholder of land they purchased 10 years ago, which includes a lake. As part of their rewilding efforts, Landowner A wants to protect the freshwater species in the lake. They have therefore stopped practices such as dredging so that those species can recover and flourish.

Landowner A is thinking of selling his freehold or passing it onto his children but wants to ensure that these practices continue to be restricted in order to protect freshwater species in the long-term.

REWILDING PROJECT B

Landowner B inherited the freehold interest in some land 5 years ago. This land has become the habitat of native bird species and Landowner B sees community engagement with the land as a very important aspect of his ownership. Landowner B actively encourages the community to enter his land for birdwatching and invites the community to participate in discussions and activities relating to the management of the land. Landowner B would like to demonstrate to the community that they are committed to this level of engagement and are not managing the land for their own benefit.

Landowner B wants to pass on the land to their children but wants to make sure that the land continues to be managed for rewilding, in perpetuity. Landowner B is also committed to ensuring that the current level of community engagement is continued in the future and that the community understands that this commitment has been made.

REWILDING PROJECT C

Landowner C is the freeholder of land they have been rewilding for 20 years.

Landowner C wishes to enter into a number of long-term contracts to sell the ecosystem services provided by their land. In particular, Landowner C has identified a local insurance company who would benefit greatly from the ongoing reforestation and peatland restoration on their site. The insurer can see that the reduction in the risk of flooding downstream of the site is likely to reduce its future liabilities during flooding events and is willing to pay for the benefit becoming a reality.

The two parties are negotiating an agreement for the provision of these ecosystem services to the insurer. The insurer has asked Landowner C to evidence their intention to continue to manage their land in a way which will continue to reduce flood risk into the future for the 50-year duration of the contract. The insurer is also concerned to ensure that such management will continue should ownership of the land change during the next 50 years.

Landowner C is investigating whether there are legal arrangements that could be put in place to satisfy the insurer's requirements.

2. CONSERVATION COVENANTS

2.1 What are conservation covenants and how do they work?

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. 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, meaning that they “run with the land”. This means that conservation measures in the land will endure despite changes in ownership. It would therefore bind subsequent owners in Rewilding projects A and C, as well as the heirs of the landowner in Rewilding project B.

A conservation covenant could contain positive or restrictive obligations, or both. A positive obligation would require the landowner to do something, such as introducing or actively maintaining certain biodiverse features in the process of rewilding land. This is the case in Rewilding project B, where the landowners want to protect bird species and maintain biodiversity with positive actions such as vegetation removal and ensure community engagement. Any subsequent owners would then have to ensure they use the land in a manner which retains and encourages those biodiversity features and community engagement. A restrictive obligation would require the landowner not to do something, for example damaging / removing conservation value of the land. This is the case in Rewilding project A, where the landowner wants to make sure dredging no longer occurs in the land.

Conservation covenants are already used successfully in rewilding and conservation projects across the world; for example, by 2012 the Adirondack Park of New York State included 3 million acres of private lands with over 781,000 acres under publicly-held conservation easements¹.

Until recently, there were no such laws in England and Wales. However, on 30 September 2022, Part 7 of the Environment Act 2021 (the “**Environment Act**”) came into force which provides for the introduction of conservation covenants (see following paragraph 2.2).

2.2 Statutory Conservation Covenants under the Environment Act 2021

The UK Government has introduced a new statutory scheme to allow the creation of conservation covenants in England and Wales in the Environment Act².

The landowners in Rewilding projects A, B and C may want to consider using conservation covenants to protect their land. In doing so, landowners will need to take into account Part 7 of the Environment Act which sets out the conditions that an agreement must meet for it to be a statutory conservation covenant. It must:

- (a) be an agreement between a landowner and a responsible body. The landowner must be a freeholder, or have a leasehold estate of more than seven years;
- (b) be made in writing and signed by the parties in the form of a deed³;
- (c) contain a provision that is of a qualifying kind, meaning it requires the:
 - (i) landowner to do, or not to do, something on specified land in England or Wales or allow the responsible body to do something on such land; or
 - (ii) responsible body to do something on such land;
- (d) have a conservation purpose; and
- (e) be intended by the parties to be for the public good.

The “responsible bodies” which are entitled to enter into conservation covenants under the Environment Act are the Secretary of State (the “SoS”), local authorities and other bodies designated by the SoS as suitable to act as responsible bodies. For bodies other than local authorities to be designated they must have some main function or activity which relates to conservation. The government is expected to publish guidance for how to become a responsible body by the end of 2022.

The definition of conservation purposes under the Environment Act is broad and includes conserving (i) the natural environment or natural resources of land, (ii) places of archaeological, architectural, artistic, cultural or historic interest, or (iii) the setting of land with a natural environment or natural resources or which is a place of archaeological, architectural, artistic, cultural or historic interest.

The Lifescope Project intends to register as a responsible body once this is possible and would be interested in holding covenants in order to protect rewilding projects.

The government is developing guidance to assist the parties to conservation covenants, including on the definition of “public good”. The first guidance was published in November 2022 and is available [here](#). The guidance confirms that landowners can use conservation covenants to suit their individual circumstances, including to secure income and funding for conservation covenants, and that public access does not need to be a feature of a conservation covenant. Some of the examples given by the government in relation to the use of conservation covenants include:

- (a) Managing land to conserve habitat for a rare species;
- (b) Securing income and funding for conservation activities, for example where an environmental charity pays a landowner to manage land in a way that achieves long-term conservation results;
- (c) Managing and conserving land, buildings or monuments;
- (d) Refraining from using certain pesticides on native flora found on the qualifying estate; and
- (e) Providing payment for ecosystem services and for biodiversity net gain.

It is strongly recommended that landowners and responsible bodies seek legal advice and engage a solicitor to draw up the conservation covenant agreement and ensure it meets all the statutory conditions.

EXAMPLE 1: REWILDING PROJECT A

Landowner A owns the freehold of his land and wants to work with a charity such as the Lifescape Project to protect their land against dredging should he sell it in the future.

The parties are considering entering into a statutory conservation covenant to achieve these goals. To be enforceable, the covenant will need to contain a provision (which for the sake of this illustration, we assume would be of a qualifying kind) specifying that the landowner (including future landowners following any sale) cannot dredge the lake, which (again we assume) falls under the requirement of being “a conservation purpose” as it aims to protect the “natural resources of the land”, i.e. freshwater species. It would also need to be established that such protection of nature would satisfy the requirement to be for the “public good” and one must assume that the protection of nature satisfies the need to be for the “public good”. As long as the charity has been designated by the SoS as a responsible body under the Environment Act, Landowner A and the charity will be able to put a conservation covenant in place which once registered (see below), will bind future owners of the land.

EXAMPLE 2: REWILDING PROJECT B

Landowner B owns the freehold of their land and wants to manage it for rewilding and demonstrate an ongoing commitment to community engagement, including when the freehold is passed onto her children.

A conservation covenant may be an attractive option as it may ensure these outcomes through an enforceable legal process whilst maintaining the freehold title for the benefit of her children. As above, Landowner B will need to ensure that the charity they are working with is

a responsible body (a status that the charity could apply for if its main function is conservation work).

The parties will also need to draw up a written agreement in the form of a deed. This should meet the other conditions under the Environment Act if it (i) includes a provision of a qualifying kind requiring the landowner to do or not do some specified actions (which together amount to management for rewilding) on the land and engage the community in management decisions and activities relating to the land, (ii) specifies a conservation purpose for the land and ensuring community engagement, and (iii) if it qualifies under the definition of a public good. As there is very little guidance or case law on exactly what types of activities would satisfy each of these requirements, Landowner B and the charity appointed as the responsible body would need to consider very carefully with their lawyers the precise wording to be used in the covenant to ensure it satisfies the statutory requirements. For example, it would seem prudent for the covenant to be as specific as possible in describing what is meant by ‘rewilding’ and by ‘community engagement’, perhaps by referring to community engagement in the context of allowing access to the land and discussions relating to the management of the land.

Once signed, the covenant would then need to be registered as a charge in the land registry (see below).

2.3 What obligations will the parties to a conservation covenant have?

The intention of the Environment Act is that conservation covenants are flexible, allowing landowners and responsible bodies to negotiate terms to suit their unique circumstances. Parties to a conservation covenant will be free to negotiate all terms of the covenant, including the duration, the obligations owed and whether there are any upfront or ongoing payments to be made for the conservation of the land.

A landowner’s obligation under a conservation covenant (e.g., to introduce keystone species, or to refrain from interfering with certain natural processes) is owed to the responsible body. This will bind the landowner and any subsequent successors of title (e.g., under-lessees if the land is held under a lease). In the reverse, an obligation of the responsible body (if any are included) will be owed to the landowner, or to any person who becomes a successor of the landowner under the covenant.

The Environment Act does not impose any statutory obligations on either party, with one exception: responsible bodies will be required to submit annual returns on the number of covenants they hold and the extent of land covered by those covenants to ensure public oversight.

The landowners in Rewilding projects A, B and C, who may want to benefit from drawing up conservation covenants under the Environment Act, will therefore be free to negotiate all the terms of their agreement.

EXAMPLE 3: REWILDING PROJECT A

The same requirements will apply to Rewilding project A. In this scenario, Landowner A will owe their obligations not to dredge the lake to the chosen charity. There is no need for the charity to have any corresponding obligations, but if they do, these will have to be set out in the written agreement and will be owed to Landowner A. As above, the charity will need to submit annual returns on this covenant and state the extent of the relevant land. Once Landowner A sells their land, the new owner will be bound by the same terms of the covenant, as will the charity.

EXAMPLE 4: REWILDING PROJECT B

The written agreement drawn up in Rewilding project B may contain terms stating what obligations each party owes, for example, it may contain a provision stating the conservation charity will conduct surveys of the land to gauge its ecological health at specified intervals. The landowner's obligation to manage the land for rewilding and ensure community engagement will be owed to the charity, and vice versa. The agreement might also include terms in relation to how the parties will act in certain circumstances, e.g., if a new species appears in the land in the process of rewilding. There are no other statutory requirements for the agreement, but the charity will need to submit annual returns on this covenant and state the extent of the relevant land.

Once Landowner B passes on the land to their children, the children will be bound by the same terms of the agreement, as will the conservation charity, i.e., the charity will still owe the heirs the duty to conduct surveys.

EXAMPLE 5: REWILDING PROJECT C

The same requirements will also apply to Rewilding project C. For this project, Landowner C's obligations will be owed to the charity. The charity may agree that its obligations include producing annual reports confirming that the land continues to be managed in a way which ensures the provision of the relevant ecosystem services. The insurer or other buyer of ecosystem services would not have any direct involvement, obligations or rights under the conservation covenant but would be able to take comfort from it (provided there is an agreement in place between the insurer and Landowner C) as a form of assurance that the land will continue to provide the relevant ecosystem services and that, subject to the terms of the covenant, this will continue should ownership of the land change in the future.

The landowner's obligations may also include monitoring any actions that the responsible body has agreed to do, although the responsible body will usually have the main monitoring role.

The guidance published by the government on 18 November 2022⁴ includes some guidance as to the responsible body's role and responsibilities, which will include monitoring and enforcing the conservation covenant agreements.

It is important to note that conservation covenants do not override (i) pre-existing rights which bind the land, i.e. rights to use common law or provide common ways, (ii) statutory rights and obligations, (iii) private property rights, (iv) planning restrictions and/or (v) statutory designations, i.e. in relation to listed buildings. Landowners are advised to take legal advice if they are unsure whether there are any pre-existing matters affecting their estate.

2.4 What is the duration of a conservation covenant?

The parties to a conservation covenant agreement can negotiate the length of the covenant. If a period is not provided for in the agreement, the default period for the duration of a conservation covenant is indefinite (in the case of freeholds) and for the remainder of the term of the lease if the qualifying estate is held on a lease granted for more than seven years.

- (a) Therefore, when drafting the agreement for Rewilding project A (in which the obligation is to continue for the long term, but not indefinitely) a provision will have to be included to ensure that the length of the conservation covenant is limited to, say, 30 years. Otherwise, the duration will be indefinite, as Landowner A owns the freehold of the land.
- (b) This will however not be an issue for Landowners B and C, as they want the conservation covenant period to be indefinite. Landowners B and C can still choose to specify this as a provision in the agreement.

In order to be a statutory conservation covenant, it will have to be registered as a local land charge by the responsible body. Registering the covenant is vital; successors in title will not be bound by the conservation covenant if the land charge was not registered. Ideally registration should take place as soon as possible after the charge is created and legal advice should be taken on the requirements of registration given it is so central to ensuring the legal validity of any conservation covenant.

The government is expected to develop guidance for local authorities and responsible bodies to ensure consistency in registration by the end of 2022.

2.5 How can obligations be enforced?

A breach of a conservation covenant will occur when:

- (a) a person bound by a negative obligation does something prohibited by the conservation covenant, or permits someone else to do such a thing, for example, if the landowner (including any future landowner) in Rewilding project A dredges the lake; and / or
- (b) a person bound by a positive obligation does not carry out the promised performance, for example, if the conservation charity in Rewilding project B does not conduct the surveys specified in the agreement.

An aggrieved party will be able to apply to the courts to enforce any obligations under a conservation covenant. The available remedies include (i) specific performance, i.e., an order of the court compelling a party to perform their obligation; (ii) injunctions, i.e., an order of the court compelling a party to do or refrain from doing certain acts; (iii) damages; and (iv) orders for payment of an amount due under the obligation.

It is also worth noting that where a landowner breaches the covenant, the court can award “*exemplary*” damages to responsible bodies, meaning that a responsible body may receive damages in excess of the loss suffered.⁵ This is to ensure that a landowner cannot profit from its breach of the covenant and effectively acts as a punishment.

There are a few defences available for parties that have breached a conservation covenant, i.e., that the breach was beyond the party’s control. Parties should seek legal advice on this if necessary.

2.6 Can covenants be modified or removed?

Under the Environment Act, landowners and responsible bodies will also have the freedom to discharge or modify conservation covenants by agreement. For example, new landowners in Rewilding projects A, B and C may, in the future, decide that the conservation covenants in place no longer serve their purpose as the land has been rewilded to such an extent as to change the usefulness of the current agreement or they may wish to change the use of the land. The new landowners can approach the respective responsible bodies to change the conservation covenant by agreement. It is also recommended that the original agreements for conservation covenants themselves have provisions that govern how conservation covenants can be modified or discharged, to bring some certainty to this process.

Any changes to a conservation covenant must be made in a separate agreement, which must (i) be executed as a deed, (ii) specify the relevant land and obligations and (iii) specify the legal interest (the estate) the landowner or tenant has in the land. When modifying the agreements parties have to make sure the conservation covenant agreement still has a conservation purpose and is for the public good, and the changes cannot result in someone becoming a party to the agreement who is not the landowner or a qualifying tenant. The responsible body will be responsible for ensuring the local land charge register is updated if necessary.

If a conservation covenant agreement secures biodiversity gains in relation to a planning permission, it must not be ended unless another mechanism is in place for securing those biodiversity gains for the remaining time of the agreement.

The parties will also be able to apply to the courts, specifically the Upper Tribunal, to discharge or modify

obligations under a conservation covenant, including where the parties are not in agreement about any amendment. The Upper Tribunal has the power to modify or discharge a covenant where it is reasonable to do so and in exercising its power it must consider whether there have been any material changes of circumstance since the covenant was created and whether the obligation still serves its intended conservation purpose and the public good.

For example, Rewilding project B aims to manage its land for rewilding and ensure community engagement. However, if climate change causes the habitat to change, so that it is no longer optimal to take the approach specified in the conservation covenant, the Upper Tribunal could decide to modify the conservation covenant as climate change has meant that actions have become redundant. It is also possible, however, that a future landowner in Rewilding project B could apply to the Upper Tribunal to discharge the conservation covenant simply because they felt it interfered with their use of the land. As conservation covenants are new and untested, we cannot know how the Upper Tribunal would respond to such an application although it will be required to act reasonably in all circumstances.

It is also worth understanding that as conservation covenants are created under public law, it is possible that in the future the regime established by the Environment Act may be altered by government, potentially strengthening or weakening its impact. Together with the ability of the parties to amend conservation covenants by agreement and for the Upper Tribunal to amend a conservation covenant for any reason on application of one party, this means that future strength and enforcement of a conservation covenant can never be absolutely certain.

2.7 How can conservation covenants help rewilding efforts?

Whilst it may sound onerous for landowners to enter into an agreement to do or not do something on their land, conservation covenants could be used to secure benefits in a variety of instances.

The most obvious advantage is that the landowners looking to take on rewilding projects on their land in Rewilding projects A, B and C can enter into agreements to ensure that these rewilding efforts continue on the land in perpetuity. Rewilding aims to revert land to its natural state, which is a gradual, long-term process. There is no endpoint for rewilding, and significant results are likely to occur only where the land is given time and space to recover and restore itself. Further, this nature-led approach will be dynamic and uncertain, and there is no way to precisely predict what outcome will be achieved, or when.

Therefore, it is key that rewilding efforts can continue in the long term and that any successive landowners who take over land which is in the process of being rewilded cannot take actions that would reverse this process, for example by failing to maintain the ecological disturbances in Rewilding project B and harming the habitat created for the native bird species which mimic large herbivore interactions (unless large herbivores return). This can be achieved through conservation covenants. Without putting in place conservation covenants or similar mechanisms (see below), there is little that can be done to stop successive owners of land from destroying rewilding efforts. For example, once Landowner A in Rewilding project A sells their land, absent a conservation covenant or other similar legal protection, they will have no say as to what the new landowners can do in the land, including in relation to disturbing freshwater species in the lake.

As demonstrated in Rewilding projects B and C, conservation covenants can also be useful in demonstrating important commitments to community engagement and as evidence that the land will continue to be managed in a way which provides ecosystem services.

However, Landowners A, B and C will also need to consider that agreeing to an onerous conservation covenant binding all successive owners could make it more difficult to sell their land or reduce its value. The government has stated it has no plans to change tax arrangements⁶ i.e., to offset any loss of land value or management costs, to incentivise uptake of conservation covenants, and that landowners should seek tax advice from a financial adviser⁷. It is also unclear what

impact profiting off land subject to a conservation covenant, for example by selling biodiversity credits, may have on the covenant itself although this purpose has been explicitly acknowledged and accepted by the government. Further, careful thought will have to be given as to the terms of the conservation covenant agreement in light of the uncertainty inherent in rewilding projects. It may be impossible to predict the outcome of a nature-led processes in Rewilding projects A, B and C from the outset, and the actions needed (if any) to support the land or the wildlife on it may change over time.

3. PRIVATE LAW MECHANISMS TO PROTECT REWILDING LAND

The utility of statutory conservation covenants is qualified by limitations inherent in their design; particularly the fact that these covenants can be modified / removed by the agreement between the parties or by courts and the wider legislative regime supporting them could be altered. Further, elements of the statutory conservation covenant scheme depend on government discretion (i.e., the list of organisations able to hold them), which may not always be exercised consistently or ultimately for the protection of nature.

Stronger alternatives are available to safeguard against these limitations. For example, a landowner can transfer the legal interest in their land to a charity, ensuring the long-term endurance of conservation gains. From a protection perspective this approach is ideal, however, it requires the surrender of the asset and is therefore unpalatable to some landowners.

To work around these weaknesses, The Lifescope Project has developed a “*Legal Mechanism*” which facilitates third party long-term protection of rewilding sites, whilst ensuring that the valuable, heritable interest in the land remains with the original owner.

The Legal Mechanism is based in private law and creates a structure whereby a guardian charity such as The Lifescope

Project will be given the legal right to enforce obligations and restrictions regarding the management of the relevant land in the future, as designed and agreed between the current landowner and the guardian charity.

3.1 Legal framework/applicable legal principles

Two different structures are envisaged under the Legal Mechanism, both of which rely on long established principles of freehold and leasehold interest in land:

- (a) The first requires the transfer of the freehold interest in the land to the guardian charity and the creation of a long-term leasehold interest in favour of the landowner. Under this structure, it will be the leasehold interest which is passed on to all future “owners”, with the freehold interest being retained by the guardian charity;
- (b) The second envisages the freehold interest staying with the landowner with the land leased to the guardian charity and then under-leased back to the landowner for a specified period. This second structure ensures that the freehold interest would come back to the landowner’s successor in title at the end of the specified lease period.

Both structures allow the landowner (and any future landowners) to retain day to day control of management of the land within the agreed parameters (in the same way that many residential apartments are owned as leasehold interests with overriding rules about what leaseholders can and cannot do in the properties), with the guardian charity being able to enforce the agreed obligations as to the management of that land.

In either structure, the leasehold agreement between the landowner and the guardian charity will set out the obligations and restrictions applicable to either party for maintaining biodiversity etc., on the relevant land and restricting its future use. These terms are fully negotiable between the landowner and the guardian charity and do not need to meet any of the technical criteria required for statutory conservation covenants.

The Legal Mechanism would be applied to land using precedent legal documents developed by lawyers in cooperation with the Lifescope Project.

In much the same way as for conservation covenants the guardian charity (e.g., The Lifescope Project or another elected charity) would then enforce the agreed obligations and protections over the land in the future, particularly once the land has passed out of the original landowner's hands (e.g., by open sale or succession in title).

3.2 Scope and advantages of private legal mechanisms

Once established, the long-term leasehold interest may be passed on within families or sold to third parties. If and when land protected in this way falls into the hands of a new leaseholder, the original vision, obligations and constraints established in the lease documents remain as regards the management and use of the land.

As with conservation covenants, protection can be assured over time horizons ranging from decades to hundreds of years.

A key benefit of the Legal Mechanism is its reliance on private law which is much more established than the newly established statutory conservation covenants regime, giving greater certainty to its operation both now and in the future as governments are extremely unlikely to alter long established principles of property ownership.

Each of Landowners A, B and C would be able to achieve their objectives by using the Legal Mechanism and appointing a guardian charity such as The Lifescope Project. Compared to entering into a statutory conservation covenant, the Legal Mechanism will offer greater freedom to agree the terms of the protection without needing to consider whether the agreement meets the technical requirements of the Environment Act. The Legal Mechanism also offers greater certainty of future protection, both because it is harder to amend or overturn in the future but also because the underlying regime cannot be altered by future governments in the same way as statutory conservation covenants.

4. FURTHER INFORMATION

We encourage landholders who are interested in these two concepts to reach out to the Lifescope Project team to discuss the potential application of either of these two useful approaches. Please contact Elsie Blackshaw-Crosby at the Lifescope Project on elsie.blackshaw@lifescopeproject.org

Thank you to Clifford Chance LLP for their legal support in producing this briefing note.

This publication does not necessarily deal with every important topic or cover every aspect of the topics with which it deals. It is not designed to provide legal or other advice. You should not assume that the case studies apply to your situation and specific legal advice should be obtained.

The hyperlinks to legislation, guidance and various other external sources within this briefing are correct as of 8 December 2022.

ENDNOTES

1. US Department of Agriculture: <https://www.fs.usda.gov/research/treesearch/49611>
2. The Environment Act 2021 (<https://www.legislation.gov.uk/ukpga/2021/30/contents/enacted>).
3. Defra, Getting and using a conservation covenant agreement: How to create and implement a conservation covenant agreement to preserve your land in England, 18 November 2022. Available at: <https://www.gov.uk/guidance/getting-and-using-a-conservation-covenant-agreement>
4. Defra, Getting and using a conservation covenant agreement: How to create and implement a conservation covenant agreement to preserve your land in England, 18 November 2022. Available at: <https://www.gov.uk/guidance/getting-and-using-a-conservation-covenant-agreement>
5. Section 125(4) of the Environment Act.
6. <https://www.gov.uk/government/consultations/conservation-covenants/outcome/summary-of-responses-and-government-response>
7. Defra, Getting and using a conservation covenant agreement: How to create and implement a conservation covenant agreement to preserve your land in England, 18 November 2022. Available at: <https://www.gov.uk/guidance/getting-and-using-a-conservation-covenant-agreement>.

WHO'S BEHIND THIS GUIDANCE?



This note is part of a range of information produced by Rewilding Britain and The Lifescape Project to provide practical guidance to rewilders. Each is designed to help rewilding practitioners across Britain overcome common barriers in their rewilding journey, as identified through conversations with members of our Rewilding Network.

Rewilding Britain's Rewilding Network provides a central meeting point for landowners, land and project managers and local groups in Britain, offering opportunities for collaboration and allowing smaller landowners to take on larger-scale rewilding together. If you find this useful, please consider joining the Network, where those in Britain can explore these issues further with others in the same boat.



The Lifescape Project is a rewilding charity using a multi-disciplinary approach to achieve its mission of catalysing the creation, restoration and protection of wild landscapes. Lifescape's legal team is working to support rewilders in understanding how the law applies to their activities and pursuing systemic legal change where needed to support the full potential of rewilding. These notes form part of Lifescape's Rewilding Law Hub which aims to provide a legal resource centre for those wanting to manage land in accordance with rewilding principles.



JOIN THE CONVERSATION

We'd love to hear what you've found useful in these notes and where we can help fill gaps in the guidance so that we can make sure they remain an up-to-date practical tool for rewilders.

Get in touch with us at:
Rewilding Britain: the Rewilding Network,
www.rewildingbritain.org.uk/rewilding-network

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