The Conservation of Habitats and Species Regulations 2017 (as amended)
The Wildlife and Countryside Act 1981 (as amended)

Great Crested Newt District Level Licensing Impact Assessment & Conservation Payment Certificate

T. 020 8026 1089
E. gcndll@naturalengland.org.uk

The appropriate authority shall not grant a licence under Regulation 55(9)(b) unless they are satisfied that actions authorised will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range.

This Certificate is provisional once all information required in sections 1, 2, 3 and 4 has been inserted by Natural England and it has been issued to the Applicant. A provisional Certificate shall be given the date inserted by Natural England in section 4. A Certificate remains provisional until:

- **It has been signed and dated by the Applicant in section 6; and**
- **Natural England's administration fee has been invoiced for and (if applicable) the 1st Stage Conservation Payment has/have been paid; and**
- **It has been counter-signed and dated on behalf of Natural England in section 8.**

At which point this Certificate shall be complete and effective and shall be given the date on which it is signed by Natural England in section 8.

A provisional Certificate that determines that a 1st Stage Conservation Payment is required will lapse after 4 weeks from the date given in section 4, unless signed and dated by the applicant in Section 6.

A provisional Certificate that determines that a 1st Stage Conservation Payment is *not* required will lapse after 2 months from the date given in section 4. unless signed and dated by the applicant in Section 6.

Lapse date: 16/08/2026

1. Application Details

(1.1) **Name of Applicant:** (and company number where relevant) **"the Applicant"**	Samuel Finlay LNT Care Developments Ltd.
(1.2) **Site name / address:** **"the Site"**	Car Park at Towcester Road Pavilions Court, Trowbridge, Wiltshire, BA14 0FY
(1.3) **Grid reference for site:** 10 figure reference from the centre of the site *(or start/end points for linear schemes)*	ST 85957 55802
(1.4) **District Level Licensing Enquiry number:**	DLL-ENQ-WILT-00151
(1.5) **District Level Licensing Enquiry form date:**	18/05/2026

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2. Impact assessment

2.1	Total number of ponds within proposed site boundary	0
2.2	Total number of ponds within 250m buffer around the proposed site boundary	2
2.3	Expected total number of ponds functionally lost *All ponds within the red line boundary are considered lost as standard. Impacts on ponds outside of the red line boundary, up to 250m from the proposed site, are considered proportionally.*	0.1
2.4	Does this development qualify for an alternative Impact Assessment approach?	Householder ☐ Linear scheme ☐ Temporary Impacts ☐ Phased development ☐ Other: n/a

3. Compensation

3.1	Has the DLL enquiry been submitted with survey information, or has Natural England's modelled 'No-Survey' option been utilised?	Survey ☑ No-Survey ☐
3.2	Which Risk Zone does the development lie in: (*No Survey route only*)	Amber Zone ☐ Green Zone ☐ Combination ☐ *Used for Linear schemes only* *Any additional details* -
3.3	Associated Risk Zone compensation ratio: (*No Survey route only*) *Ratio is associated with the risk zone above it.*	2:1 ☐ 1:1 ☐ Other ☐ (Provide details below) -
3.4	Pond compensation ratios: (*Survey route only*)	GCN 'Present' Ponds - 4:1 GCN 'Un-surveyed' Ponds - 2:1 GCN 'Absent' Ponds - 1:1
3.5	Additional Multipliers: *Applicable only under an alternative Impact Assessment approach e.g. Temporary impacts multiplier.*	n/a
3.6	Number of compensation ponds required: *[Expected total number of ponds lost] x [compensation ratio(s)]*	0.4
3.7	Is the Time-lag multiplier of 1.1x required? *Multiplier applied when allocated compensation ponds are under a year old (not yet fully functional).*	Yes ☑ No ☐ In Part ☐
3.8	Total number of compensation ponds required *After all multipliers*	0.44
3.9	Is a 1st Stage Conservation Payment required? *Mandatory when three or more compensation ponds are required, unless otherwise stated by Natural England.*	Yes ☐ No ☑

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4. Administration Fee and Conservation Payment

4.1 Natural England charges a non-refundable Administration Fee of £570 + VAT for the production of a provisional Impact Assessment and Conservation Payment Certificate. An invoice for this fee will be issued at the point of production of the provisional Impact Assessment and Conservation Payment Certificate, payable within 28 days of issue.

4.2 Applicants must also make a Conservation Payment to Natural England, to allow Natural England to pay for the creation of sufficient new great crested newt habitat to compensate for the impacts of the Applicant's proposals and maintain this habitat for 25 years.

4.3 If the total number of compensation ponds required is 3 or more the Conservation Payment shall be split into two staged payments: a 1st Stage Conservation Payment and a 2nd Stage Conservation Payment. In the case of a phased development, see Annex 4.

4.4 An Applicant who is not required to make staged payments will be issued with a VAT-inclusive invoice for the Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.

4.5 An Applicant who is required to make a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for that payment once it has signed the provisional Impact Assessment and Conservation Payment Certificate at section 6, below, and returned it to Natural England. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10 below. When an Applicant is required to make a 1st Stage Payment Natural England will not complete the Impact Assessment and Conservation Payment Certificate by signing and dating it at section 8 until that payment has been made.

4.6 An Applicant who has made a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for the 2nd Stage Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.

4.7 Except for householder home improvement projects or where planning permission has been received following a householder planning application a further non-refundable fee of £690 will be charged at the point of issue of any subsequent licence under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended), payable within 28 days of issue.

Basis of calculation of Conservation Payment:

0.44 compensatory ponds required at £[redacted] each = £[redacted] plus VAT = total **£** [redacted] .

If a 1st Stage Conservation Payment is required, the Conservation Payment shall be split as follows: See 4.2 to 4.6, above

1st Stage Conservation Payment: £ plus VAT = total **£** _____ . See 4.5, above

2nd Stage Conservation Payment: £ plus VAT = total **£** _____ . See 4.6, above

Plus:

Administration fee for Impact Assessment and Conservation Payment Certificate [redacted] plus VAT = total [redacted] See 4.1, above

Fee payable on the issue of a licence [redacted] (no VAT) See 4.7, above

Date: 16/06/2026 See clause 5.11, below

Additional comments on the Conservation Payment:

A breakdown of the Conservation Payment per pond is given at Annex 2.

The Conservation Payment must be made in full before a licence under regulation 55 of the Conservation of Species and Habitats Regulations 2017 (as amended) may authorise activities that would otherwise breach Regulation 43 of those regulations.

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5. Further Important Information

5.1 It is the duty of the Applicant to inform Natural England if the extent of the land affected by the proposed development is not exactly as shown on the Plan attached as Annex 3 to this Certificate or if it alters at any time after the date of this Certificate. An offence may be committed if incorrect information is submitted to Natural England in the course of the licensing process.

5.2 Natural England shall be entitled to terminate this Certificate if information subsequently received causes it to reasonably conclude that the impacts on great created newts, or the required level of compensation, of/for the Applicant's proposals on the Site have been under-stated in this Certificate. Before terminating this Certificate Natural England shall give the Applicant reasonable notice of its intentions and the opportunity to make a written representation against withdrawal.

5.3 This Certificate relates only to the development described in this form and not to any associated or enabling development.

5.4 Natural England's assessment of the total number of ponds to be lost at the Site is informed by the information provided by the Applicant in its Enquiry Form. However, where an Applicant has not provided up to date survey data Natural England determines the number of ponds to be lost at the Site from its own information. In all cases Natural England retains discretion in assessing the number of ponds to be lost as a result of the Applicant's proposals at the Site and its decision shall be conclusive.

5.5 This Certificate is not a licence granted under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended) (henceforth "the 2017 Regulations") and is not a confirmation or warranty that such a licence will subsequently be granted.[i] Natural England excludes all warranties and representations in so far as the law permits.

5.6 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations any such licence will be subject to the conditions therein set out, which may include (but not be limited to) conditions that activities may not be commenced until the Applicant has paid the Conservation Payment in the amount and manner set out herein and that activities may not be commenced until compensatory works have reached a specified stage of completion.

5.7 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations Natural England agrees to use and hold Conservation Payment monies payable by and received from the Applicant for the purposes and period of time set out in Annex 2 to this Certificate. Any surpluses properly arising after 25 years from the date of the grant of a licence shall be retained and used by Natural England for the purposes of enhancing the conservation status of great crested newts in England.

5.8 If planning permission or other essential regulatory consent (including a licence to the Applicant under reg. 55 of the 2017 Regulations) for the Applicant's proposals on the site are refused, or are not applied for, the 1st stage Conservation Payment(s) made by the Applicant to Natural England pursuant to this Certificate will be repaid in full.

5.9 If following the receipt of planning permission and/or all other essential regulatory consents but prior to the commencement of any works on the Site that could kill or disturb great crested newts or damage or destroy their habitat the Applicant confirms in writing to Natural England that it no longer wishes to proceed with its proposals on the Site any 1st Stage Conservation Payment already made shall be forfeit and any 2nd Stage Conservation Payment already made will be repaid subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. An Applicant who was not required to make staged payments will be repaid any Conservation Payment already made subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.

5.10 If the Applicant only carries out part of the development on the Site and has less impact than that assessed at part 2 of this Certificate it shall be entitled to request Natural England to recalculate the Conservation Payment. Such request shall be in writing and shall contain all the information necessary to allow Natural England to assess the impact of the modified development. If the recalculated Conservation Payment is lower than the Conservation Payment(s) already paid the Applicant shall be entitled to reimbursement of the difference on the following basis: a 1st Stage Payment shall be forfeit; the balance may be repaid from a 2nd Stage Payment subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of the request to recalculate; an Applicant who was not required to make staged payments will be repaid the difference subject to the deduction of such costs as have reasonably been incurred

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by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written request. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.

5.11 Once signed and dated in section 8, this Certificate shall remain effective for the period of 25 years from the commencement of works on the Site that could kill or disturb great crested newts or damage or destroy their habitat; save that if after two years from the date of this Certificate the Conservation Payment set out at part 4 of this Certificate has not been paid in full Natural England shall be entitled to review and revise the amount of that payment to such sum as at the date of such review is sufficient to pay for the creation and maintenance of sufficient great crested newt habitat to compensate for the impacts of the Applicant's proposals for 25 years. Until signed and dated in section 8 this Certificate is provisional only and if it has been determined that a 1st Stage Conservation Payment is required it will lapse and be of no further effect after 4 weeks from the date given in section 4. If it has been determined that a 1st Stage Conservation Payment is not required this Certificate will lapse and be of no further effect after 2 months from the date given in section 4.

5.12 This Certificate may not be relied on by any person other than the Applicant and may not be assigned to any other person without the prior written consent of Natural England. Natural England's consent will be conditional upon any assignee signing a Certificate in like form to this Certificate, or as appropriate to the circumstances, subject to which consent shall not unreasonably bewithheld.

5.13 Natural England's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment paid by the Applicant to Natural England and un-spent as at the date of adjudication of the claim.

5.14 The Applicant's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment properly calculable on the basis of the actual development to which this Certificate relates.

5.15 Neither Natural England nor the Applicant shall be liable to the other for any indirect, special or consequential loss or damage or any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

5.16 No variation of this Certificate shall be valid unless it is in writing and signed by or on behalf of both parties.

5.17 Nothing in this Certificate shall prejudice, conflict with or affect the exercise by Natural England of its statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations arising or imposed under any legislative provision enactment, bye-law or regulation whatsoever, nor shall it fetter the exercise of any discretion Natural England mayhave.

5.18 Natural England may terminate this Certificate immediately on notice in writing where, in Natural England's reasonable opinion, compliance with the obligations in this Certificate is likely to conflict with Natural England's statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations.

5.19 The Applicant acknowledges that Natural England is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (both as amended) and cannot guarantee confidentiality. The Applicant shall assist and co-operate with Natural England as necessary to comply with these requirements. In responding to a request for information, including information in connection with the subject matter of this Certificate Natural England shall where in its absolute discretion it deems necessary use reasonable endeavours to consult with the Applicant. Notwithstanding this the Applicant acknowledges that Natural England may disclose information without consultation, or following consultation with the Applicant having taken its views into account.

5.20 The Applicant shall ensure that all information produced in connection with the subject matter of this Certificate or relating to this Certificate is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.

5.21 Nothing in this Certificate is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Natural England and the Applicant. No party shall have authority to act as agent for, or to bind, the other party in any way.

5.22 The parties do not intend any term of this Certificate to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

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5.23 This Certificate and all disputes or claims arising out of or in connection with the activities of the parties in connection with it shall be governed by and construed in accordance with the law of England.

5.24 The Annexes to this Certificate form part of and are incorporated into this Certificate and the agreement between Natural England and the Applicant.

6. Declarations

This Declaration may only be signed by either:

- The person identified at 1(a) of the Enquiry Form, as the individual Applicant; **or**
- A director or senior authorised employee of the corporate Applicant identified in 1.1; **or in either case:**
- A person authorised in writing by the Applicant to complete the Enquiry Form and to make this Declaration. *Any such written authorisation must identify the site and development concerned and be irrevocable.*

The Applicant declares as follows:

- **All of the information provided by the Applicant to enable Natural England to produce this Certificate is up to date, complete and correct;**
- **All of the information provided by the Applicant in the District Level Great Crested Newt Licence Enquiry Form is up to date, complete and correct;**
- **The terms and conditions contained within this Certificate are agreed and accepted.**

Signed:	
Print Name and position of signatory:	Samuel Finlay - Planner

For electronic applications, please insert an electronic signature above or tick this box to confirm with the declaration: ☑

I confirm that I (the above) am duly authorised by the Applicant to sign and submit this document on its behalf: ☑

Dated:	16/06/2026

Invoicing – details of where the invoice(s) should be sent (for first stage payment only)	
Email address for invoice:	[redacted]
Purchase Order Number * for Conservation Payment:	N/A - This will be raised retrospectively
Company Name:	LNT Care Developments
Address:	Helios 47, Isabella Road, Garforth, Leeds, LS25 2DY
Postcode:	LS25 2DY
County:	West Yorkshire
Customer contact name	Samuel Finlay
Telephone number:	[redacted]

** Or an alternative reference code. This is a requirement in order for Natural England to raise the invoice*

Any person who in order to obtain a licence under regulation 55 of the 2017 Regulations knowingly or recklessly makes a statement or representation, or furnishes a document or information which is false in a material particular, shall be guilty of an offence and may beliable to criminal prosecution. A person found guilty of such an offence is liable on summary conviction to imprisonment for a term not exceeding six months or to a fine, or to both.

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7. Use of this Certificate

In consideration of the Applicant's obligations arising herein Natural England consents to the use of this Certificate by the Applicant in support of an application for planning permission, or development consent under the Planning Act 2008, for development on the Site. Under District Level Great Crested Newt Licensing Natural England carries out its formal determination for the purposes of Regulation 55 of the 2017 Regulations after the grant of planning permission, or development consent under the Planning Act 2008, for the development in question. Accordingly, as at the date of this Certificate that formal determination has not yet been carried out.

However, in signing this Certificate Natural England has considered the matters it believes to be necessary to satisfy Regulation 55 (9) (b) of the 2017 Regulations ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range") and has concluded that payment by the Applicant of the Conservation Payment will suffice to allow the impacts on great crested newts of the Applicant's proposals on the Site to be adequately compensated, and therefore that these proposals will not be detrimental to the maintenance of the population of great crested newts at a favourable conservation status in their natural range.

This Certificate reflects Natural England's views in relation only to great crested newts on and within 250m of the Site.

8. Natural England

Signed for and on behalf of Natural England Duly authorized:	
Print Name and position in Natural England:	Naila Qasmi, Senior Officer
Dated:	23/06/2026

[i] In order for Natural England to grant a licence to the Applicant under reg. 55 of the 2017 Regulations it must be satisfied, inter alia, that the activities so licensed meet the provisions of reg. 55 (2) and 55 (9) (a) and (b). Compensatory works funded by the Conservation Payment set out in this document allow the provisions of reg. 55 (9) (b) to be satisfied ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range"), but do not address the issues raised in reg. 55 (2) ("…imperative reasons of overriding public interest, including those of a social or economic nature …") or 55 (9) (a) ("that there is no satisfactory alternative"). Accordingly, no representation, assurance, condition or warranty is given by Natural England to the effect that activities associated with the development described in this form will go on to be licensed by Natural England.

Annex 1

Privacy Notice

Who collects your data?

The data controller is Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, Y01 7PX. You can contact the Natural England Data Protection Manager at: Natural England, County Hall, Spetchley Road, Worcester, WR5 2NP; foi@naturalengland.org.uk

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at: Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P 4DF. DefraGroupDataProtectionOfficer@defra.gsi.gov.uk

What of my data is being collected and how is it being used? What is the legal basis for the processing?

The data collected by Natural England includes: an Applicant's name and contact details, the name and contact details of any agent appointed by the Applicant, the name and contact details of individual points of contact within the Applicant's organisation and that of the Applicant's agent, customer type, the nature of the Site, the development proposed on the Site, reasons for that development, and bank account information for refunds.

Natural England uses such data to run a great crested newt licensing scheme ("the Scheme") in the area in which the Site is located. Processing is necessary (a) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller. That task is to conduct the licensing functions delegated by Defra to Natural England under section 78 of the Natural Environment and Rural Communities Act 2006 and (b) for the performance of the contractual terms set out in this Certificate.

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The processing by us of personal data relating to wildlife-related or animal welfare offences or related security measures is carried out only under official authority. This information is used in assessing an application as it is a material fact.

Who will my data be shared with?

Information provided by or on behalf of the Applicant and any supporting material will be used by Natural England to undertake our licensing functions and to operate the Scheme. This will include assessing an Applicant's proposals in line with the Scheme, producing a Scheme certificate, assessing an Applicant's licence application, issuing a licence if applicable, monitoring compliance with licence conditions and collating licence returns and reports. In carrying out these functions Natural England may discuss your Scheme application with third parties such as contractors commissioned to deliver the necessary habitat compensation. Natural England may for particular licence applications and at specific stages of the licensing process discuss your application with third parties. The details of this sharing are set out here https://www.gov.uk/government/publications/wildlife-licensing-privacy-notice

Natural England recognises there is significant public interest in wildlife licensing and in those who benefit from receiving a wildlife licence. Therefore, we may make information publicly available. Information released may include, but is not limited to, your name or business name, application and licence details as well as reports and returns. Natural England, however, realises that some licensed activities can be sensitive and we **will not** release information that could harm people, species or habitats. In some cases, for example, this may mean not releasing the names and addresses of individuals or the location of the licensed activity.

We will respect personal privacy, whilst complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000.

How long will my data be held for?

Your personal data will be kept by us for 7 years beyond the period of effectiveness of this Certificate.

If you are relying on my consent to process data, can I withdraw my consent?

No, because the processing is not based on consent.

What will happen if I don't provide the data?

Failure to provide this information will mean that we will be unable to assess your application for a Scheme certificate and/or a wildlife licence.

Will my data be used for automated decision-making or profiling?

The information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).

Will my data be transferred outside of the EEA?

The data you provide will not be transferred outside the European Economic Area.

What are my rights?

A list of your rights under the General Data Protection Regulation, the Data Protection Act 2018, is accessible at: https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/

How do I complain?

You have the right to lodge a complaint with the ICO (supervisory authority) at any time. Should you wish to exercise that right full details are available at: https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/

Natural England's Personal Information Charter

Details of our Personal Information Charter can be found at: https://www.gov.uk/government/organisations/natural-england-personal-information-charter

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Annex 2

Breakdown of Conservation Payment per compensatory pond required

Habitat delivery (66%)	Compensatory pond creation or restoration*	[redacted] per pond, including cost of obtaining planning permission where necessary	Funds to be spent as soon as possible
	Contingency fund for replacement of compensatory pond	[redacted] per pond initially created	Funds to be pooled Spent on the creation of further ponds at Natural England's discretion, within 25 years
	Compensatory pond maintenance	[redacted] per pond initially created	Funds to be pooled Spent over 25 years
	Habitat facilitation, strategy provision and licence compliance	[redacted] per pond initially created	Funds to be pooled Spent over 25 years
Habitat monitoring (19%)	Monitoring	[redacted] per pond initially created	Funds to be pooled Spent over 25 years, including eDNA and HSI surveys
	Modelling and mapping updates	[redacted] per pond initially created	Funds to be pooled Spent at regular intervals over 25 years
Administration (15%)	Natural England: management and administration of scheme	[redacted] per pond initially created	Funds to be pooled Spent over 25 years

Plus VAT

* Items marked with an asterisk relate to immediate costs for pond creation and together constitute the 1st Stage Conservation Payment per compensatory pond, in cases where this is payable separately.

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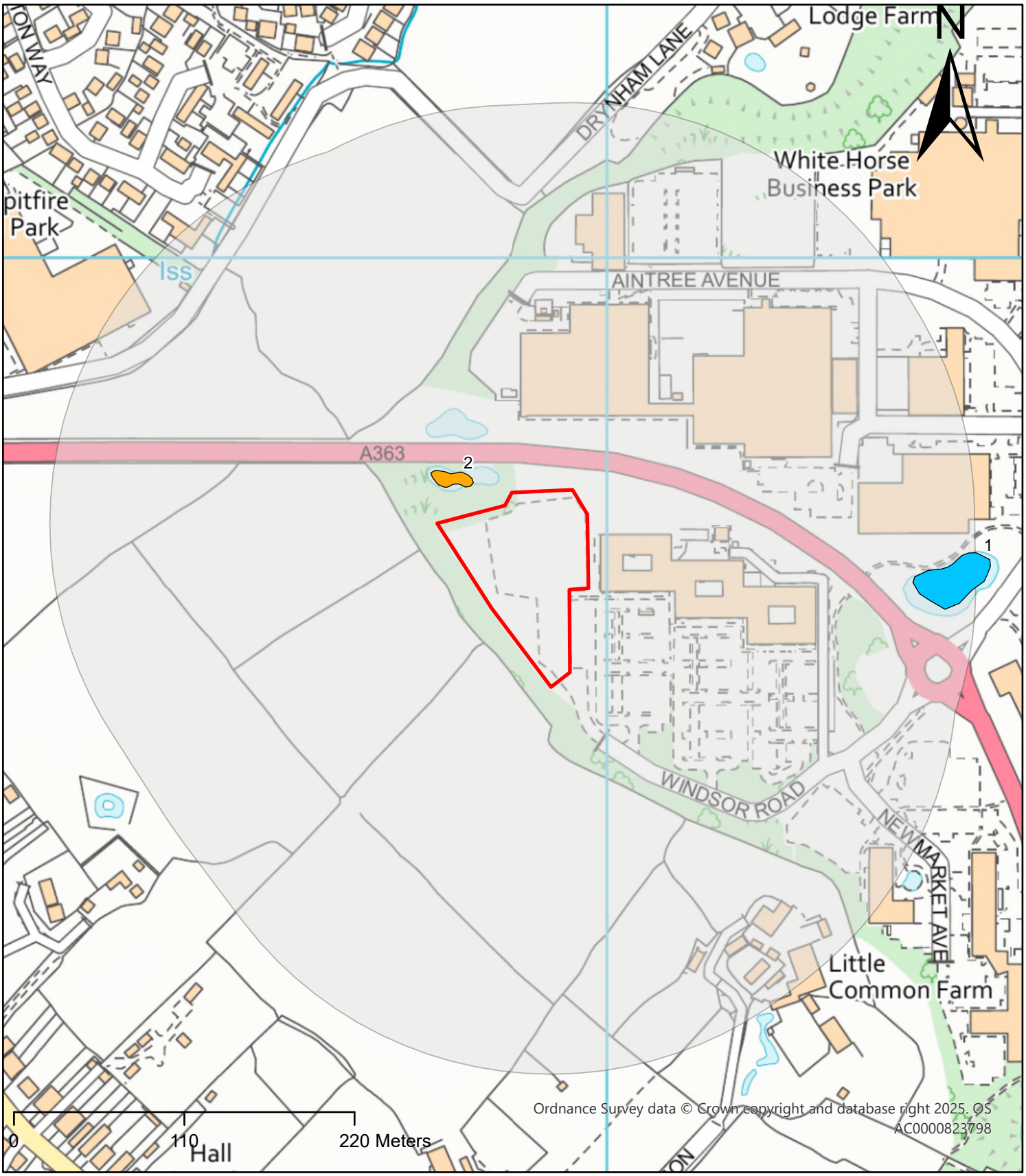
DLL-ENQ-WILT-00151 - Car Park at Towcester Road



Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- 250m Buffer

Annex 3 Map, produced by Natural England DLL:
David Harrington: 12/06/2026

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