

DATED: 4 SEPTEMBER..... 2025

ALASDAIR JOHN WARREN

and

CHURCHILL LIVING LTD

A REPTILE TRANSLOCATION AGREEMENT

in respect of land on the west side of Slape Hill, Netherbury, Bridport

THIS AGREEMENT is made the ..... 4<sup>TH</sup> ..... day of SEPTEMBER ..... 2025

**BETWEEN**

- (1) **ALASDAIR JOHN WARREN** of Middle Farm, Long Bredy, Dorchester, Dorset, DT2 9HW ('the **Owner**') and
- (2) **CHURCHILL LIVING LTD** (incorporated and registered in England and Wales under company number 06260373) whose registered office is at Churchill House, Parkside, Ringwood, Hampshire BH24 3SG ('the **Developer**')

**1 Definitions and Interpretation**

1.1 In this Agreement:

"**Land**" means the land on the west side of Slape Hill, Netherbury, Bridport registered at HM Land Registry under Title Number DT349839 as shown on the plan annexed at Annex 1 and edged red.

"**Implemented**" means the date on which a Development commences by the carrying out of a material operation as specified in section 56(4) of the Town and Country Planning Act 1990;

"**Mitigation Measures**" means the relocation of slow worms from the Property to the Release Area and the future management plan for The Land.

"**Planning Application**" means the planning application submitted to the local planning authority bearing the reference number P/FUL/2024/04613 for the redevelopment of the Property or such other planning application submitted for the Property by the Developer.

"**Planning Permission**" means the planning permission to be issued pursuant to the Planning Application (and for the avoidance of doubt includes a planning permission granted following an appeal);

"**Premium**" means the sum of £1,000.00 for the right to relocate slow worms from the Property on to The Land.

"**Property**" means the land on the south side of 162 South Street, Bridport DT6 3NP registered at HM Land Registry under Title Number DT255329 and land on the south side of Doctor Roberts Close, Bridport registered at HM Land Registry under Title Number DT399092.

"**Release Area**" means that part of The Land as shown on the plan annexed hereto at Annex 2 and edged red.

- 1.2 Words importing one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.

- 1.5 Where any party comprises of more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those person.
- 1.6 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.7 Any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered.

## **2 Agreement**

- 2.1 The proposed Planning Permission to be granted pursuant to the Planning Application will require the development of the Property to be carried out in accordance with the Mitigation Measures.
- 2.2 The Developer agrees to pay the Owner the Premium within 5 working days of the date the county council's ecologist confirms to the Developer that the Land is suitable for the Developer to undertake the Mitigation Measures.
- 2.3 Subject to the Developer paying to the Owner the Premium the Owner hereby permits the Developer to undertake the Mitigation Measures on The Land.
- 2.4 Subject to payment of the Premium the Owner hereby permits the Developer from the date which is three years from the date the Planning Permission is Implemented to undertake the relocation of the slow worms from the Property to the Release Area either in whole or in phases in either case.
- 2.4 The Developer will confirm to the Owner in writing the completion of the translocation of the slow worms.

## **3 Restriction on Assignment**

- 3.1 This Agreement may be assigned by the Developer without the consent of the Owner subject always to the Developer notifying the Owner in writing of such assignment and such assignee entering into a deed of covenant with the Owner to observe and perform the obligations contained in this Agreement.
- 3.2 The Owner may sell its interest in The Land subject always to the Owner notifying the Developer (or its successors) in writing and such buyer covenanting with the Developer and its successors in title to the Property to observe and perform the provisions of this Agreement.

## **4 The Owner Covenants**

- 4.1 The Owner hereby grants the Developer the right at all times with or without its servants workmen or contractors together with all necessary implements tools and vehicles along routes to be defined from time-to-time by the Owner and upon reasonable notice agreed in writing between the Owner and the Developer to enter upon The Land for the purpose of undertaking the reptile Mitigation Measures.
- 4.2 The Owner covenants that it will not do or allow to be done anything upon the Release Area which may reasonably be expected to damage the wellbeing of the slow worms moved from the Property to the Release Area and that it will exercise its best endeavours to maintain the Release Area in such a condition so as to ensure the wellbeing of the

slow worms moved from the Property to the Release Area (including but not limited to occasional pulse-grazing by sheep during the relevant seasons) and in accordance with any requirements or conditions of the Planning Permission.

- 4.3 In the event that the Owner shall transfer, assent or lease the Release Area the Owner shall procure that the transferee or tenant (as the case may be) enters into a new licence with the Developer in the form of this Agreement.

## **5 The Developer Covenants**

- 5.1 The Developer will not do or allow to be done in or upon The Land or its entrances, gates, fences, bridges, drains or hedges anything which may reasonably be expected to cause damage and that it will use reasonable endeavours to protect The Land from any damage which may arise as a result of the use and carrying out the Mitigation Measures by them or their workmen or others authorised by it in the exercise of the rights hereby granted.

- 5.2 The Developer will promptly reimburse the Owner its reasonable and properly incurred costs in making good any damage to The Land or its entrances, gates, fences, bridges, drains or hedges caused by the Developer or their workmen or others authorised by the Developer in the exercise of the rights hereby granted.

## **6 Nature of this Agreement**

This is not a deed and has not been executed as a deed by the parties.

## **7 Notices**

- 7.1 Any notice served by the Developer on the Owner must be sent to the Owner's address at the beginning of this Agreement and any notice served by the Owner on the Developer must be served on the registered office of the Developer.

- 7.2 Any notice served under this Agreement may be personally delivered or sent by first class recorded delivery post.

- 7.3 A notice given under this Agreement will not have been validly given or delivered if sent by e-mail unless for each and every notice where the parties wish to serve such notice by email the Developer and Owner prior to service of such notice agree by telephone that the notice may be served by email.

## **8 Contracts (Rights of Third Parties) Act 1999**

For the purpose of the Contract (Rights of Third Parties Act 1999) it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written

SIGNED by and for and on behalf of  
**ALASDAIR JOHN WARREN:**

[Redacted signature]

SIGNED by and for and on behalf of  
**CHURCHILL LIVING LTD:**

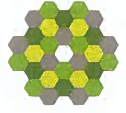
[Redacted signature]

GARY NEIL DAY,

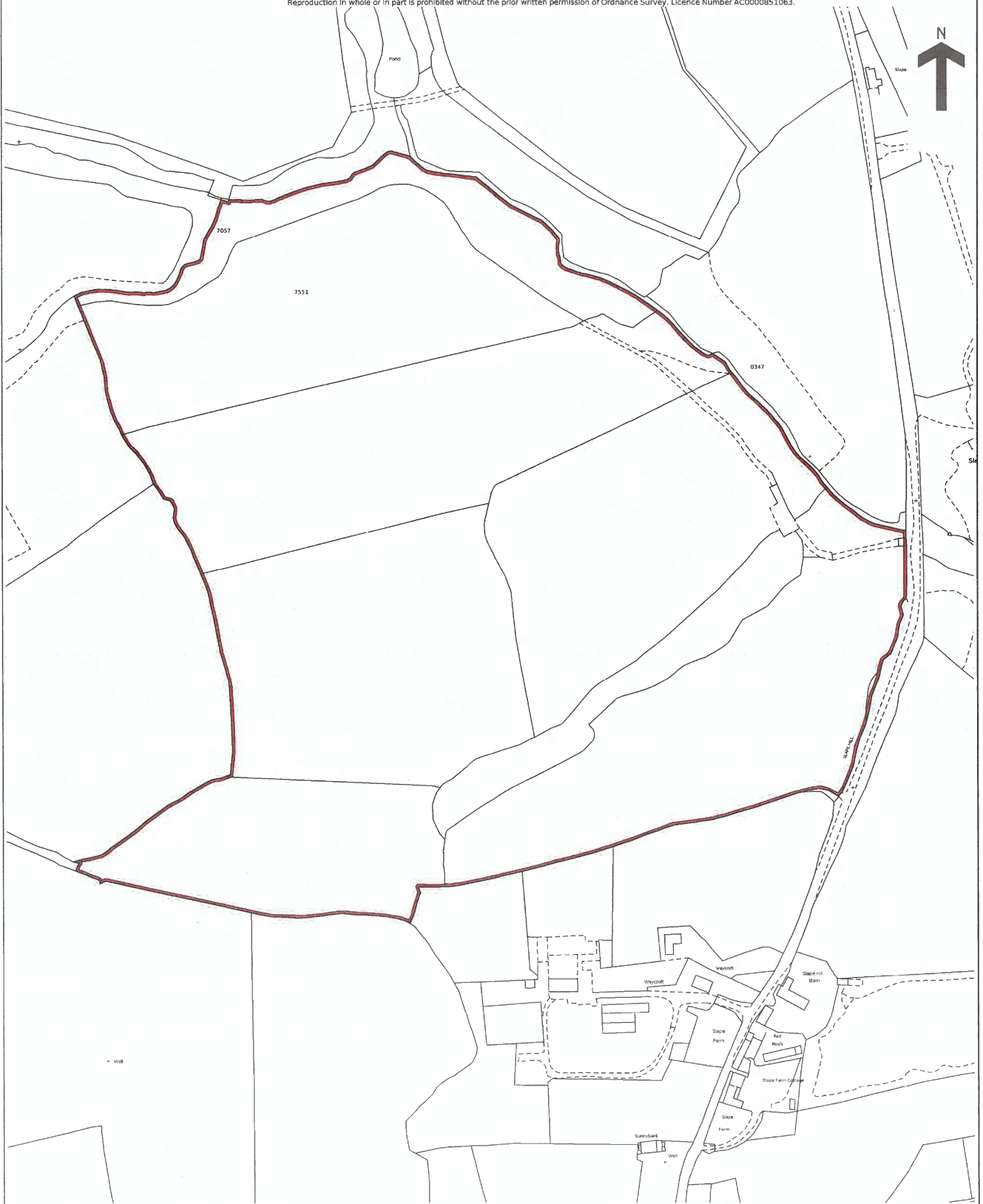
**Annex 1**  
**Plan**

HM Land Registry  
Official copy of  
title plan

Title number **DT349839**  
Ordnance Survey map reference **SY4698SE**  
Scale **1:2500**  
Administrative area **Dorset**



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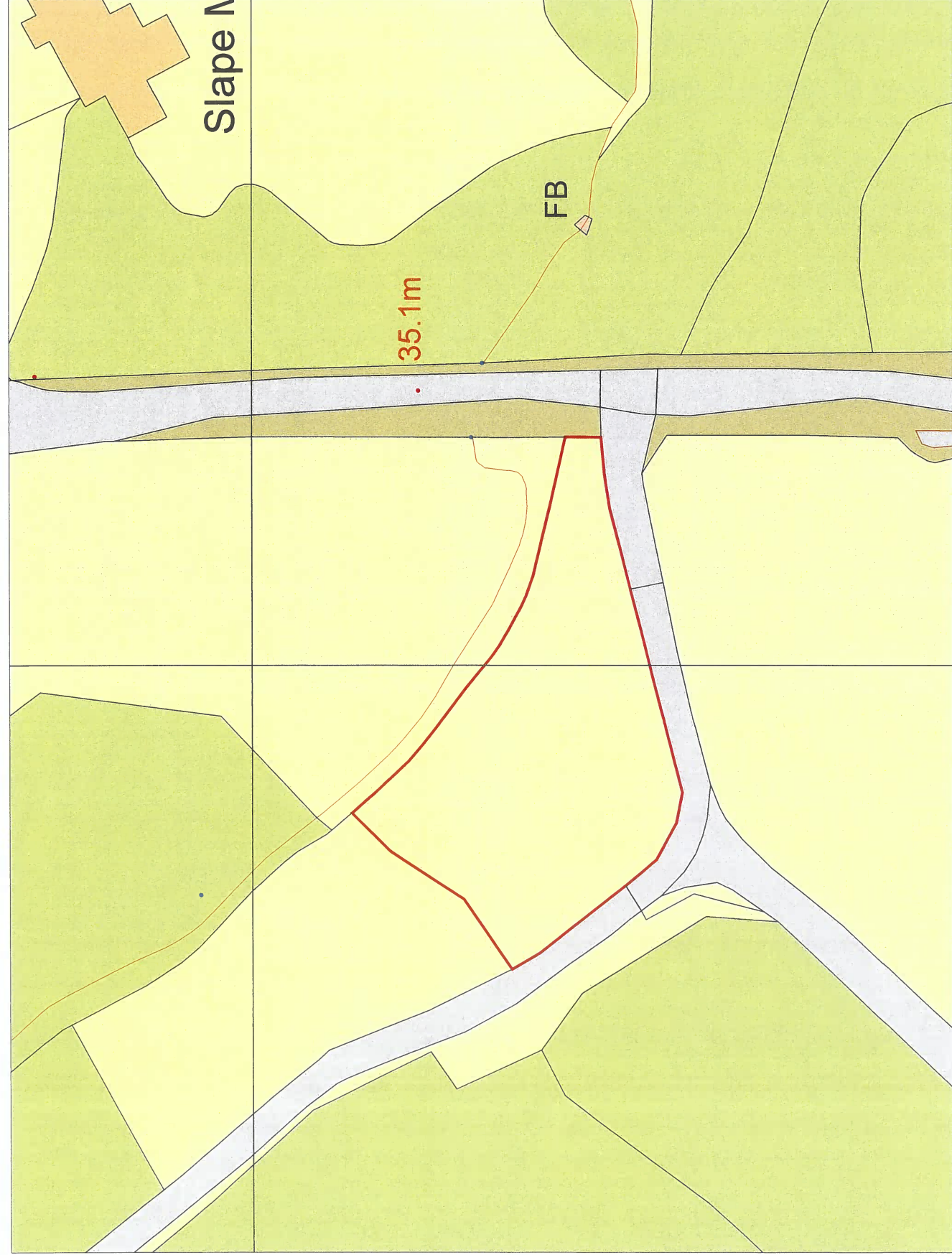
**Annex 2**  
**Plan**

**CHURCHILL LIVING**

REVISED	By	Date



**SITE ADDRESS**  
 Slape Hill,  
 Hemerbury,  
 Bridport,  
 DT6 5LH



Client

**Churchill Living**  
 Your lifestyle • Your choice

Proposed Retirement Living Apartments  
 Hanson and Phillips Depot  
 Bridport DT6 3NP

**TRANSLOCATION SITE LOCATION PLAN**

Date	Time	Date	Time
11.50 @ 1.5	1.50 @ 1.5	August 2025	August 2025
Drawn: RU	Checked: RJ		

10128BP - PA99 -

**planningissues**  
 CONSULTANTS  
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