



Luke Campbell  
Law Commission  
Steel House  
11 Tothill Street  
London, SW1H 9LJ

20 June 2013

Dear Mr Campbell,

## **Consultation on Conservation Covenants**

Thank you for the opportunity to comment on this consultation paper.

### **The Institute for Archaeologists**

The Institute for Archaeologists (IfA) is a professional body for the study and care of the historic environment. It promotes best practice in archaeology and provides a self-regulatory quality assurance framework for the sector and those it serves.

IfA has over 3,000 members and more than 70 registered practices across the United Kingdom. Its members work in all branches of the discipline: heritage management, planning advice, excavation, finds and environmental study, buildings recording, underwater and aerial archaeology, museums, conservation, survey, research and development, teaching and liaison with the community, industry and the commercial and financial sectors.

Furthermore, the IfA is a constituent member of the Archaeology Forum (TAF), a grouping of independent bodies concerned with archaeology, and works closely with other bodies in the sector such as the Association of Local Government Archaeological Officers (ALGAO) and the Council for British Archaeology (CBA).

## **Conservation Covenants**

### **Introduction**

IfA contributed to the Wildlife and Countryside Link's submission to the Law Commission on conservation covenants in 2012. At that stage the Institute was *'broadly supportive of the concept, but would be concerned to see that any provisions which were ultimately enacted fully addressed the implications for the historic environment'*. That remains IfA's position, but the Institute welcomes the opportunity to enlarge upon its views and respond to the specific questions posed in this consultation.

### **Background**

Although section 17 of the Ancient Monuments and Archaeological Areas Act 1979 ('the 1979 Act') provides for agreements with regard to ancient monuments, it is important to bear in mind that less than 5% of the historic environment is statutorily designated (whether by scheduling, listing or some other statutory mechanism). The remainder ('the undesignated') is, for the most part, managed and protected through its consideration in the planning process. Indeed, as regards

below-ground archaeological remains, the precise nature and extent of much of the resource is as yet unknown, although areas of high archaeological potential can often be identified. (Archaeology embraces both buried material and upstanding remains such as buildings and other structures).

Although valuable work is undertaken outside the planning system (for instance, by universities and local societies), most archaeological assessment and intervention in England and Wales is carried out pursuant to the requirements of the planning regime in the wake of development proposals for which planning permission has been (or will be) sought. That does not mean that sites not subject to development pressures are any less significant, but simply reflects the availability of funding in accordance with the 'polluter pays' principle. (The example cited in paragraph 2.19 of the paper of an archaeological organisation acquiring land to carry out archaeological work is possible, but, particularly in a commercial context, not the norm. Archaeological contractors almost always carry out planning-related work on behalf of client landowners or developers.) The archaeological interest of sites is regulated by planning condition or obligation in a small but significant proportion of planning consents. (It was recently estimated by ALGAO that only around 3% of planning applications have sufficient archaeological interest to justify a planning requirement for archaeological assessment to inform a planning decision and/or for recording and dissemination to mitigate impact.) This is usually achieved by a 'Grampian' condition securing archaeological work (see, for instance, the model condition at paragraph 55 of Appendix A to Circular 11/95). However, important aspects of archaeological work (such as post-excavation analysis and archiving) usually post-date the completion of development when the developers' incentive to comply with requirements and the political will to enforce are both diminishing.

Consequently, IfA sees real potential for the use of conservation covenants in a variety of circumstances in relation to the historic environment. These include:

(1) the imposition of negative obligations on landowners in respect of both designated and undesignated heritage assets (extending beyond restricting the development of archaeologically sensitive sites to include, for example, restricting changes to drainage regimes since hydrological changes can have catastrophic effects on the preservation of buried material)

(2) the imposition of positive obligations on landowners in respect of both designated and undesignated heritage assets. This should not be confined to the maintenance of buildings and structures, but, ideally, should include positive obligations to investigate, excavate, analyse and disseminate information about heritage assets (including buried remains).

(3) the imposition of negative and positive obligations to improve the operation of the planning system with regard to the historic environment. The discussion of offsetting in the consultation paper is confined to biodiversity. This is understandable, given that the historic environment is a finite and non-renewable resource (calcareous grasslands can be recreated on another site, medieval remains cannot). Nevertheless, the notion of 'offsetting' has gained some currency in the heritage sector, building based on the premise that archaeological excavation does not actually mitigate harm since the archaeological interest in the site, itself, is thereby destroyed. What used to be termed 'preservation by record' (effectively substituting a record of the heritage asset for the asset itself) is now seen as offsetting (compensating for the loss of the asset by advancing understanding of the past)<sup>1</sup>. However, the difficulty with using conservation covenants to facilitate offsetting in this sense, is that it is not tied to another piece of land (as with habitat recreation). Post-excavation analysis, archiving and publication are all legitimate means to advance public understanding of the past but their location is not crucial. Providing a local museum, resource centre or display area in a public building might helpfully fall within the scope of conservation covenants as envisaged in the consultation paper, but ideally we would like to see stronger mechanisms to bind developers and landowners to provide wider public benefits (see (2) above).

Notwithstanding the scope for conservation covenants to be used to facilitate the management and protection of the historic environment, IfA has concerns as to the feasibility of such mechanisms in practice. In particular, there are significant resource implications. We would welcome the identification of English Heritage, Cadw and local authorities (whose historic environment and archaeological services play a key role in the management and protection of the historic

environment) as 'responsible bodies'. However, both the national heritage agencies and local government services are subject to intense financial pressure and it cannot be assumed, without more, that they (or any management bodies that they might appoint) would have the resources to enter into such agreements and to monitor and enforce. Furthermore, funding would have to be identified if payments are to be made to landowners in return for binding their interests. While IfA can see the potential benefits of conservation covenants, their availability without the means properly to implement them might in practice prove to be counter-productive.

## **Specific Questions**

**10.3 We invite views from consultees on ways in which they could use conservation covenants to conserve land for environment or heritage purposes.**

10.3.1 See above.

**10.4 We would be interested to hear from consultees about legal mechanisms they have used to secure conservation covenants. We invite consultees to tell us:**

- (1) whether they have used any of the "workarounds" we describe, and the benefits and disadvantages of those approaches; and**
- (2) whether there are other ways in which they have attempted to create binding obligations in respect of land for a conservation purpose (and how successful those measures have been).**

10.4.1 As a professional body IfA is not directly involved in the management of land.

**10.5 We invite views from consultees on:**

- (1) how long-term biodiversity offsetting activity can currently be secured on an offset site;**
- (2) whether existing methods for securing biodiversity offsetting activity are satisfactory;**
- (3) whether conservation covenants would be a useful addition to the methods available to deliver biodiversity offsetting activity; and**
- (4) what advantages conservation covenants might offer relative to existing methods.**

10.5.1 As discussed above, we believe that there is some further scope to use conservation covenants to facilitate offsetting in relation to the historic environment on an alternative site. This would supplement the use of mechanisms such as planning obligations, but would not address wider issues identified above relating to the delivery of increased understanding of the past.

**10.6 We provisionally propose the introduction of conservation covenants into the law of England and Wales. This scheme of conservation covenants should include:**

- (1) no requirement for there to be benefited land;**
- (2) the ability to impose positive as well as negative obligations; and**
- (3) provision for those obligations to bind successors in title.**

**Do consultees agree?**

10.6.1 Yes, subject to the concerns expressed above.

**10.7 We invite feedback from consultees who have used the Scottish system, on:**

- (1) the types of land protected by conservation burdens;**
- (2) the number of new conservation burdens created; and**
- (3) their experience of the Scottish system of conservation burdens generally.**

10.7.1 No comment.

**10.8 We provisionally propose that the holder of a freehold estate in land, or of a leasehold term with at least seven years left to run, should be able to create a conservation covenant that would bind their successors in title and those with interests derived from their own.**

**Do consultees agree?**

10.8.1 Yes.

**10.9 We provisionally propose that conservation covenants should be capable of being held by any Secretary of State (for England) or the Welsh Ministers (in Wales). We further propose that in England, a single Secretary of State should have the power to nominate or exclude responsible bodies. The Welsh Ministers should have the same power in Wales. Responsible bodies should be:**

- (1) a public body whose objects include some or all of the purposes set out at paragraph 4.40;**
  - (2) a registered charity whose objects include some or all of the purposes set out at paragraph 4.40; or**
  - (3) a local authority.**
- Do consultees agree?**

10.9.1 Yes, subject to the concern about resources expressed above.

10.9.2 IfA would expect English Heritage, Cadw and all relevant local authorities to be responsible bodies in relation to covenants concerning the historic environment.

**10.10 We invite views from consultees on whether there is a case for giving the Secretary of State and the Welsh Ministers the power to include for-profit companies whose objects include some or all of the purposes set out at paragraph 4.40 as responsible bodies.**

10.10.1 Only if there are strong safeguards in the public interest.

**10.11 We provisionally propose that a conservation covenant should be capable of being transferred from one responsible body to another. Do consultees agree?**

10.11.1 Yes, subject to appropriate safeguards.

**10.12 We invite consultees' views on what should happen to a conservation covenant where the responsible body which holds it ceases to exist, or ceases to be a responsible body. In particular:**

- (1) should there be a holder of last resort?**

10.12.1 Yes

- (2) if so, who should take on this responsibility?**

10.12.2 Central Government.

**10.13 We provisionally propose that the purposes for which a conservation covenant may be created are an obligation to do or not do something on land for the public benefit, to preserve, protect, restore or enhance in relation to that land:**

- (1) its natural environment, including its flora and fauna;**
  - (2) its natural resources; or**
  - (3) any cultural, historic or built heritage features of that land.**
- Do consultees agree?**

10.13.1 Yes, save that IfA would like to see those purposes widened to include activities in relation to any cultural, historic or built heritage features of the land which would advance understanding of the past. As currently worded, it is not clear that archaeological excavation (which ultimately destroys the archaeological interest of the site, itself, but advances understanding of the past) would be a legitimate subject of a covenant. Would this enhance a cultural feature of the land? The suggested wording would also, hopefully, encompass such legitimate activities as post-excavation analysis and archiving.

**10.14 We invite views from consultees as to whether a scheme of conservation covenants**

**for England and Wales should include any form of public oversight for the creation of new conservation covenants.**

10.14.1 If responsible bodies are to be confined to accountable public bodies, then there should, at most, be limited oversight, particularly if conservation covenants do not confer fiscal benefits.

**10.15 We provisionally propose that conservation covenants shall be statutory burdens on land, rather than proprietary interests or contractual agreements.**

**Do consultees agree?**

10.15.1 Yes.

**10.16. We provisionally propose that a conservation covenant must be created in writing and signed by the parties.**

**Do consultees agree?**

10.16.1 Yes, but a degree of formality would be appropriate to a transmissible legal obligation.

**10.17 We provisionally propose that a conservation covenant should bind land in perpetuity, unless a shorter period is expressed in the conservation covenant.**

**Do consultees agree?**

10.17.1 Only if there are clear and reasonable mechanisms to allow the modification or discharge of such covenants. Conservation objectives change over time and there needs to be flexibility to reflect such changes. For instance, preservation in situ of buried remains may become untenable if there are changes in ground conditions.

**10.18 We provisionally propose that, subject to two exceptions, a statutory scheme for conservation covenants should not limit the obligations which parties may include in a conservation covenant, provided they do not go beyond the purposes for which such a covenant can be created.**

**Do consultees agree?**

10.18.1 Yes, provided that those purposes are sufficiently wide fully to facilitate the management and protection of the historic environment.

**10.19 We provisionally propose that any provisions of a conservation covenant made by a leaseholder which conflict with the provisions of his or her lease should be void.**

**Do consultees agree?**

10.19.1 Yes.

**10.20 We provisionally propose that if land which is the subject of a conservation covenant is subdivided, the owners of the subdivided land should be jointly and severally liable for the conservation covenant obligations, unless the conservation covenant has provided otherwise (or it is modified or discharged).**

**Do consultees agree?**

10.20.1 Yes.

**10.21 We provisionally propose that a statutory scheme for conservation covenants should be accompanied by non-statutory guidance for those who create and hold conservation covenants. This guidance should include model terms.**

**Do consultees agree?**

10.21.1 Yes. Such guidance should make clear that works affecting the historic environment should be carried out in accordance with professional standards (including IfA Standards and guidance: see <http://www.archaeologists.net/codes/ifa>) and by accredited practitioners (including IfA members and registered organisations: see <http://www.archaeologists.net/about>).

**10.22 We invite consultees' views on who should formulate non-statutory guidance (for example, Government departments, advisory bodies, or conservation organisations).**

10.22.1 Government departments in consultation with the historic environment and natural environment sectors.

**10.23 We provisionally propose that a conservation covenant should be registrable as a local land charge, and that from the date when a conservation covenant is so registered it will be enforceable against successors in title to the original covenantor.**

**Do consultees agree?**

10.23.1 Yes.

**10.24. We provisionally propose that there should not be a statutory requirement for central recording of conservation covenants; but that responsible bodies should be encouraged to publish this information voluntarily, with the agreement of the relevant landowner.**

**Do consultees agree?**

10.24.1 Yes.

**10.25 Do consultees foresee difficulties with the interaction of statutory designations for conservation purposes and conservation covenants?**

10.25.1 Positive obligations may involve activities that need consent (which may be refused).

**10.26 We invite consultees' views on how obligations under a conservation covenant should be managed, and in particular:**

**(1) what sort of management action is likely to be needed;**

10.26.1 With regard to the historic environment there is likely to be a need for inspection, assessment, advice, recording and, if necessary, preventative / remedial action.

**(2) whether in some cases it would be useful for a management agreement to be used in addition to a conservation covenant.**

10.26.2 Management agreements would be useful in some cases, but there remain concerns as to the funding of such activities.

**10.27 We provisionally propose that the parties should be free to agree management actions as part of a conservation covenant, but that no management powers should be provided for in the statute.**

**Do consultees agree?**

10.27.1 Yes.

**10.28 We provisionally propose that, under the terms of a conservation covenant, a person who is bound by a restrictive obligation breaches it by doing something which it prohibits, or by permitting or suffering someone else to do so; and a person who is bound by a positive obligation breaches it if the obligation is not performed.**

**Do consultees agree?**

10.28.1 Yes.

**10.29 We provisionally propose that, on proof of a breach of a conservation covenant, the court should have the power to issue a final injunction.**

**Do consultees agree?**

10.29.1 Yes. This is important given the inadequacy of damages in many cases of harm to the

historic environment.

**10.30 We provisionally propose that the court should have the power to issue an interim injunction in respect of a breach of a conservation covenant. In determining whether an interim injunction should be issued, the court should be required to consider the public interest.**

**Do consultees agree?**

10.30.1 Yes. Without interim relief irreversible damage to the historic environment will in many cases occur.

**10.31 We provisionally propose that, on proof of a breach of a conservation covenant by a landowner, the court should have the power to order:**

**(1) the payment of compensatory damages to the responsible body;**

10.31.1 Yes, although in many cases the responsible body will not have suffered any significant loss itself.

**(2) the payment of exemplary damages to the responsible body. We invite consultees' views on the way this remedy should be framed in a statutory scheme, and the circumstances in which such an award should be made.**

**Do consultees agree?**

10.31.2 Exemplary damages should only be available in limited, clearly defined circumstances (for instance, where there is a flagrant breach motivated by profit).

**10.32 We provisionally propose that a statutory scheme for conservation covenants should not include an ability for the court to award damages in substitution for an injunction.**

**Do consultees agree?**

10.32.1 Yes, provided that damages are available as an alternative remedy.

**10.33 We invite consultees' views on whether Government or a statutory conservation body should have the power to enforce conservation covenants where a holder has failed or is unable to do so.**

10.33.1 No. This would add uncertainty and detract from the essentially private nature of the arrangement. If any such power is provided it should be extremely limited.

**10.34 We provisionally propose that, on proof of the breach of a responsible body's obligations under a conservation covenant, the court should have the power to order remedies in accordance with general principles of contract law.**

**Do consultees agree?**

10.34.1 Yes.

**10.35 We provisionally propose that unless a conservation covenant expressly provides otherwise, its responsible body may unilaterally discharge the obligations contained in it.**

**Do consultees agree?**

10.35.1 No. This is a consensual relationship. The responsible body should be able to agree the modification or discharge of a covenant or have the right to apply to the Lands Chamber of the Upper Tribunal.

**10.36 We invite consultees' views on whether the responsible body's ability to discharge should be limited to certain circumstances, and, if so, what circumstances would be appropriate.**

10.36.1 See the answer under question 10.35.

**10.37. We provisionally propose that the parties to a conservation covenant for the time being may agree to modify it.**

**Do consultees agree?**

10.37.1 Yes.

**10.38. We provisionally propose that where a responsible body in respect of a conservation covenant acquires land which is subject to that covenant, the conservation covenant should cease.**

**Do consultees agree?**

10.38.1 Yes.

**10.39. We provisionally propose that the Lands Chamber of the Upper Tribunal should have the power to determine applications for the modification and discharge of statutory conservation covenants.**

**Do consultees agree?**

10.39.1 Yes.

**10.40 We provisionally propose that on the application of a landowner, the Lands Chamber of the Upper Tribunal may modify or discharge a conservation covenant where it is reasonable to do so, having regard to all of the circumstances and in particular the following matters (where relevant):**

**(1) any change in circumstances since the conservation covenant was created (including changes in the character of the property or the neighbourhood);**

**(2) the extent to which the conservation covenant confers a benefit on the public;**

**(3) the extent to which the purposes for which the conservation covenant was created, or any other purposes for which a conservation covenant may be created, are served by the conservation covenant;**

**(4) the extent to which the conservation covenant prevents the landowner's enjoyment of the land;**

**(5) the extent to which is it practicable or affordable for both the landowner and future landowners to comply with the conservation covenant; and**

**(6) whether the purposes for which the covenant was created could be achieved to an equivalent extent and within the same period of time by an alternative scheme on a different site which the landowner owns, and it is possible to create a new conservation covenant on that site in substitution for the covenant to be discharged.**

**Do consultees agree?**

10.40.1 Yes, save

(1) that it would be helpful to make clear in criterion (1) that the change in circumstances envisaged is not limited to changes in the physical characteristics of the site or its surroundings. For instance, it is only over time that preservation in situ has become the preferred option in relation to the historic environment. Were attitudes to change again, conservation objectives may become out of date without any changes in the circumstances of the site. Similarly, a need for alternative development may arise over time

(2) that criterion (6) is difficult to apply to the historic environment (a finite and non-renewable resource). A further criterion linked to advancing understanding of the past might be appropriate.

**10.41 Do consultees envisage any situations in which compensation should be payable to a responsible body for modification or discharge of a conservation covenant by the Lands Chamber of the Upper Tribunal?**

10.41.1 As regards the historic environment, only in very limited circumstances. Any harm to the historic environment is harm to the public interest and would not necessarily constitute direct harm to the responsible body. However, there may be circumstances where, for instance, monies paid to the covenantor in respect of the covenant should be repaid in whole or in part.

**10.42 We provisionally propose that it should not be possible for a responsible body to apply to the Lands Chamber of the Upper Tribunal for modification or discharge of a conservation covenant.**

**Do consultees agree?**

10.42.1 If there is no power for a responsible body unilaterally to discharge (as we suggest above), such a body should be able to apply to the Lands Chamber of the Upper Tribunal to discharge a conservation covenant.

**10.43 We provisionally propose that the existing jurisdiction of the court under section 84(2) of the Law of Property Act 1925, and the proposed jurisdiction of the Lands Chamber of the Upper Tribunal, should be extended to include conservation covenants.**

**Do consultees agree?**

10.43.1 Yes.

**10.44. We provisionally propose that section 237 of the Town and Country Planning Act 1990 should enable the overriding of conservation covenants.**

**Do consultees agree?**

10.44.1 No. There are genuine fears in the operation of the planning regime that the understandable drive for economic growth will overwhelm legitimate concerns for environmental protection and produce unsustainable development. The expense and uncertainty of applications for judicial review undermine its value as a safeguard in this respect. An owner of burdened land could always apply to the Lands Chamber of the Upper Tribunal to modify or discharge the covenant.

**10.45 We invite consultees to tell us whether covenants made under section 8 of the National Trust Act 1937 present any advantages for the National Trust or for the public that are not replicated in our provisional proposals for a statutory conservation covenants scheme.**

10.45.1 No comment.

**10.46 We provisionally propose that section 5 of the Forestry Act 1967 should be replaced by a statutory conservation covenants scheme.**

**Do consultees agree?**

10.46.1 Yes.

**10.47 Do consultees agree that the statutory covenants set out in Appendix A should not be replaced by a statutory scheme for conservation covenants?**

10.47.1 Yes. Although conservation covenants may have a wider application than section 17 of the 1979 Act, we would like to see the latter mechanism retained.

**10.48 Do consultees agree that conservation covenants will be more widely used in rural areas than on urban land?**

10.48.1 Possibly. Nonetheless, as regards the historic environment, the potential to use conservation covenants in an urban context would be equally important.

**10.49 We invite consultees to indicate how widely used conservation covenants would be in England and Wales, or how frequently they might use covenants in the course of their work.**

10.49.1 As a professional body, IfA would not be likely to use conservation covenants in the course of its work and would not comment on how widely they would be likely to be used.

**10.50 Do consultees agree that conservation covenants will lead to an increase in the opportunities for development and resource management, whether through encouraging the release of land or facilitating development via biodiversity offsetting? What would the financial benefit of such an increase be (for example to developers or those working in the biodiversity sector)?**

10.50.1 Yes, although such increase may be limited as regards the historic environment unless significant funding is available and conservation covenants can be used to confer those wider benefits based upon advancing our knowledge of the past (discussed above under 'Background').

**10.51 Do consultees agree that the introduction of conservation covenants will have a positive impact on conservation, leading to benefits such as the protection of natural capital, and enhancement of a green economy and better availability of recreational activity for the public? We would welcome information consultees are able to provide on monetisation of these benefits.**

10.51.1 Yes, subject to the caveats expressed above. There are numerous studies on measuring the benefits of the historic environment – see, for instance, *Values and Benefits of Heritage: A research view*, November 2012, Heritage Lottery Fund (<http://www.hlf.org.uk/aboutus/howwework/Documents/ValuesandBenefits2012.pdf>).

**10.52 Do consultees agree that removing the need for a conservation organisation to purchase land, and for landowners to sell land, will reduce the costs involved in protecting it? We invite consultees to provide us with details of specific costs they have incurred in using this workaround.**

10.52.1 Although some larger organisations may acquire sites for the purpose of archaeological investigation (for instance, the Roman site at Silchester was acquired by the predecessor to English Heritage and is still being excavated by the University of Reading), most archaeological organisations are much more likely to continue to undertake excavations on land which remains in private hands.

**10.53 Do consultees agree that removing the need for lease-back arrangements will reduce the costs involved in protecting land? We invite consultees to provide us with details of specific costs they have incurred in using this workaround.**

10.53.1 No comment.

**10.54 We invite consultees to provide details of how a conservation covenant could affect the value of land (whether the site itself, or neighbouring properties).**

10.54.1 No comment.

**10.55 We invite consultees to provide details of the likely costs of managing a conservation covenant, particularly where this can be drawn from existing management actions that they undertake or are aware of.**

10.55.1 IfA is not in a position to provide specific costings but is concerned that management costs relating to the historic environment would be significant. The heritage agencies, local authority historic environment and archaeology services and other management bodies are already struggling to maintain current functions in the face of severe funding cuts.

**10.56 We invite views from consultees as to the likelihood of enforcement action being needed for conservation covenants in England and Wales.**

10.56.1 If conservation covenants were to be used in the context of planning-related development, we would expect to see the need for some enforcement action.

**10.57 We invite consultees to provide details of the likely costs of enforcement action such**

as seeking damages or an injunction.

10.57 No comment.

**10.58 Do consultees agree that the cost of training for legal professionals and the judiciary will be absorbed by existing training and professional development?**

10.58.1 No comment.

**10.59 Do consultees agree that the transitional impact on local authorities of registering new conservation covenants would be minimal and in any event absorbed by the fee payable?**

10.59.1 No comment.

**10.60 Do consultees agree that the transitional impact on responsible bodies would be minimal?**

10.60.1 Not necessarily. The heritage agencies and local authorities are already under severe financial pressure.

**10.61 Do consultees agree that the transitional impact on the Lands Chamber of the Upper Tribunal would be in the region of £7,500?**

10.61.1 No comment.

**10.62 We invite views from consultees as to the range of likely costs of an application to modify or discharge a conservation covenant.**

10.62.1 No comment.

**10.63 We invite views from consultees as to the likely increase in applications to the Lands Chamber of the Upper Tribunal following the introduction of a statutory scheme for conservation covenants.**

10.63.1 No comment.

**10.64 Do consultees agree that conservation covenants provide benefits in terms of opportunities for increased engagement on the part of individuals and communities?**

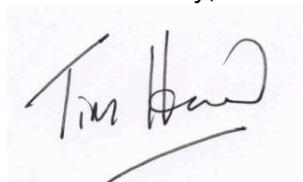
10.64.1 Yes. This underpins the public benefit derived from the historic environment.

**10.65 We invite consultees to advise us of areas which constitute likely costs or benefits of a statutory scheme for conservation covenants.**

10.65.1 No further comment.

If there is anything further that I can do to assist please do not hesitate to contact me.

Yours sincerely,



Tim Howard LLB, Dip Prof Arch  
Policy Advisor

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<sup>1</sup>See Roger M Thomas: Rethinking development-led archaeology (2010) FAME Open Meeting: 2020 Vision: a new era in British Archaeology (<http://www.famearchaeology.co.uk/2010/07/presentations-from-2020-vision-a-new-era-in-british-archaeology/>)