



CLINTON DEVON ESTATES

Heaths to Sea – Landscape Recovery of the lower Otter valley

Legal Services for Landscape Recovery Project Development Phase

Tendering exercise: Information Pack and Tender Specification

June 2025

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| Address | Clinton Devon Estates, Rolle Estate Office, Bicton Arena, East Budleigh, Budleigh Salterton, Devon EX9 7BL |
| Reference | Legal support |
| Tender issued | Friday 4 July 2025 |
| Tender deadline | Sunday 3 August |
| Anticipated award date | Friday 22 August |
| Period of contract | Late-August 2025 to end-March 2026 (possibly extending to Jun 2026) |
| To provide legal advice where required on project Governance, the six Project Development Phase deliverables, as well as cross-cutting support to finalize the implementation agreements between Defra, the Heaths to Sea SLE, and key project partners. | |

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Project Background

The *Heaths to Sea Landscape Recovery* initiative holds nature recovery ambitions of national significance. Located in East Devon's lower River Otter catchment and funded by one of the government's environmental land management schemes, this project represents one of the most exciting nature enhancement opportunities in the UK with the focus including river/floodplain restoration and woodland creation.

The scheme spans more than 4,500 hectares of the East Devon countryside and will power nature recovery across the agricultural hinterlands linking three parts of the Pebblebed Heaths National Nature Reserve (NNR). Our vision is for this diverse landscape to be nature rich and ecologically healthy whilst also supporting food production, net zero, timber and access needs.

The Project Development Phase (PDP) will involve outlining how the target catchment area currently supports wildlife, access, food and timber production and how benefits can be increased for nature, climate, and local people in the project area. A key focus of the work is river and floodplain restoration of the River Otter south of Newton Poppleford and including the Back, Colaton and Budleigh brooks. Our intent is that by the end of the two-year project development phase, the project will deliver a costed restoration plan and fundable proposition for implementation.

The project is led by Clinton Devon Estates (the Estate), who are also the primary land owner, working in partnership with our own inhouse farm team, the Pebblebed Heaths Conservation Trust, four private landowners and 15 tenant farmers.

Landscape Recovery of one of the UK Government's new '[Environmental Land Management](#)' schemes (ELMs), which aims to incentivise farmers and land managers to provide environmental and climate goods and services alongside food production. There are three ELM schemes: Sustainable Farming Incentive (SFI), Countryside Stewardship (CS) and Landscape Recovery. While SFI and CS support action at farm level, Landscape Recovery presents a generationally significant opportunity for landowners and managers to take a more radical and large-scale approach to producing environmental and climate goods on their land.

Landscape Recovery offers competitive funding for large-scale projects (500ha+), typically involving a partnership of land managers working together, to develop plans for ambitious, long-term restoration over 20+ years.

Project Development Phase

The Heaths to Sea project is one of 34 pilot projects in round 2 of Defra's Landscape Recovery scheme. The project started its 2-year project development phase (PDP) in April 2024. During the Development Phase, the project is undertaking detailed planning

and feasibility studies to turn its vision for landscape-scale restoration into detailed plans. The project must produce six key deliverables by December 2025:

- Project Management and Governance Plan
- Monitoring and Evaluation Plan
- Land Management Plan
- Stakeholder Engagement Plan
- Site Access Plan
- Blended Finance Plan and Business Model

Upon successful completion of the Development Phase, the project will have the opportunity to apply to Defra to advance to a 20+ year Project Implementation Phase. The project will only progress through to Implementation upon successful negotiation and agreement of project details with Defra and subject to agreement from participating landowners and tenants.

Submission of the deliverables in December 2025 will be followed by an approximately 3-6 month negotiation process with Defra, known as ‘assurance’, to finalise the deliverables and negotiate an implementation agreement. Upon successful completion of assurance, which we hope will conclude by mid-April 2026 (but may extend into June 2026), the project hopes to progress to a 20-30 year Project Implementation Phase, subject to successful negotiation and agreement of project details with Defra.

| 2025 | | 2026 | |
|----------------------------------|-----------------|-----------|------------------|
| Jul-Sep | Oct-Dec | Jan-Mar | April onwards |
| Delivery of legal scope of works | | | |
| | Submit LR plans | | |
| | | Assurance | |
| | | | Implementation → |

The legal consultant appointed will be expected to work with the Estate through the remainder of the Project Development Phase to ensure all due diligence and legal compliance is completed, and a legal framework is established for the 20-30 year Project Implementation Phase.

If you are interested in tendering for this work, please contact Kirstie.Ellis@clintondevon.com to express an interest and we will share further information regarding the project including the Defra LR Handbook.

Scope of works

The Heaths to Sea Landscape Recovery team are looking for an experienced legal consultant to work with us on the remainder of the Project Development Phase. Legal expertise and advice will be required on all six of the deliverables, as well as cross-cutting support to finalize the implementation agreements between Defra, The Heaths to Sea SLE, and key project partners. This is a crucial role to ensure a timely and effective transition into the project implementation phase, with all legal considerations factored into plans from an early stage.

It is worth noting however, that Landscape Recovery is a new Defra initiative without, as yet, a clear set of processes, controls or contracts, which means it is difficult to be definitive about the legal services we will require from a partner. We have outlined the aspects which we anticipate requiring legal advice and support in as much detail as possible below.

While the below requirements form the core of the brief, we encourage potential bidders to propose any additional steps they feel are appropriate to enhance the effectiveness and relevance of their work.

1. Project Governance structure and SLE

The Estate will need to establish a single legal entity (SLE) to lead the implementation phase of the project and contract with all involved parties, enabling the project to keep independence and flexibility. The single legal entity will:

- enter into an implementation agreement with Defra/EA
- manage agreements with project participants, including private landowners and farm tenants, investors, eNGOs, and other project partners involved in project finance and delivery.

The legal consultant will be expected to provide advice on the best way to structure the SLE for the implementation phase, including what type of legal entity would be the most appropriate for our needs. Please note that Clinton Devon Estates is an umbrella brand for eight owners of the land comprising Limited Liability Partnerships, Trusts, Private Ownership and Limited Companies.

The new SLE does not need to be formally established during PDP through this scope of work, however, the proposed structure, and plans to formally establish it, should be clearly outlined.

Outputs:

- Advice captured in a short report, outlining pros and cons of different SLE options, and provision of overall recommendations.
- Review and feedback on draft governance documents and policies

- Written report outlining findings, including confirming compliance where possible, and recommending improvements to mitigate legal risks or address gaps.

Timeline: July to November 2025

2. Contracts and agreements

We will need to develop agreements and/or contracts between the Heaths to Sea SLE with government, private funders/corporates, participating land managers and other partners to enable the delivery of Heaths to Sea's 20-30 year implementation plans.

A. Implementation agreement between SLE and Defra/EA:

During the assurance process, we must negotiate, finalise, and ultimately sign an implementation agreement with Defra or the Environment Agency, containing bespoke terms and conditions for the implementation phase of the project.

Defra will share a draft implementation agreement with all Round 2 LR projects in due course.

The legal consultant will need to review the implementation agreement and support the project team to draft bespoke terms and conditions for the Heaths to Sea project. It is expected that there will be several rounds of review with Defra during assurance, and we will need ongoing support and advice from the legal consultant throughout this process to negotiate a favourable agreement.

The implementation agreement is expected to be finalised and signed by mid-April 2026.

B. Implementation agreements between SLE and Land Managers and tenants:

We will need to develop bilateral agreements between the Heaths to Sea SLE and the project participants (i.e. landowners and land managers tenants involved in the project). Defra may provide templates for these, and the legal consultant will need to review and finalise the standard template agreement.

Once the standard template(s) are finalised, the legal consultant will need to develop this into bespoke individual agreements relevant to each landowner or land manager, and the specific interventions and payments that are agreed for their land. This must include outlining the transition from any current agreements that landowners and land managers are signed up to (e.g. Sustainable Farming Incentive) into the new Landscape Recovery agreement.

Careful consideration will need to be given where land is included in a tenancy agreement and we anticipate this stage of work will also include a review of existing tenancy agreements held between the Estate and involve tenants to ensure there is no conflict with existing agreements. Where necessary, additional clauses that strengthen and safeguard the LR outcomes within the tenancy agreement should be identified and included. Agreements should also consider tenancy succession.

It is anticipated that bespoke agreements will be drafted by December 2025, and that they will be reviewed, revised, and finalised during the assurance process, with feedback from both Defra and the land managers themselves.

Outputs:

- Finalised implementation agreement between the project's implementation phase SLE and Defra/EA.
- Finalised template for implementation agreements between land managers and the project SLE.
- Bespoke agreements for all landowners and land managers participating in the project.

Timeline: September 2025 to April (June) 2026

3. Statutory requirements for land use and legality of access arrangements

Legal support will be required to review all statutory needs to ensure that the project can deliver its ambitions for at least the first five years of implementation. This includes consents, licences, permits, or other permissions needed to implement the project.

The consultant will be expected to review and provide feedback on the following information, which will be gathered by the project team:

- Identified statutory needs and legal considerations associated with proposed interventions
- Identified consenting and permitting conflicts and risks for the project
- Proposed mitigation plans for risks identified.

It is not necessary to have all permits in place before implementation, but we need to show awareness of the statutory needs and that we've mitigated any risks to delivery.

We will need legal advice to finalise a site access map which identifies and marks any existing legal land rights relevant to access, and to confirm existing access rights. The legal consultant must advise on explaining the nature of any legal land rights in the project area to support the finalisation of the map.

Any proposed changes to access arrangements across the project landscape must include consideration of legal consents and landowner agreements. The legal consultant will need to identify and summarise the legal implications for long-term maintenance responsibilities associated with new infrastructure, rights of way, and permissive access.

Outputs:

- Feedback and advice on identified statutory requirements, risks, and mitigations for the Land Management Plan.

- Text to include in the Site Access Plan outlining existing legal land rights, and legal considerations associated with proposed changes to site access.

Timeline: September to December 2025

4. Property due diligence

We are required to conduct due diligence and provide Defra with assurance that we have carried out appropriate legal checks on land in the project area, with legal assurance that no third-party interests, restrictions on use or any other rights can constrain or prevent the proposed activities in the project area. Building on information already gathered by the project team, the legal consultant will be expected to carry out final legal checks to confirm this.

Defra will provide a template property due diligence letter. The legal consultant must complete a full draft of the letter during the assurance process, and finalise the letter to share with Defra shortly before signing the implementation agreement. This letter may identify issues with the legal title to the property. If so, we will need to explain how we have addressed, or intend to, address these issues, and we must confirm that any issues will not affect project delivery.

Outputs:

- Legal review to confirm that participating landowners hold legal title to the property.
- Finalised and signed property due diligence letter, with details of any issues with legal titles to properties and how these will be addressed.

Timeline: September to December 2025

Tender Process

Please submit your tender document to the Project Manager, Heaths to Sea, Clinton Devon Estates. All tender applications should be sent by email to Kirstie.Ellis@ClintonDevon.com

Please quote for the work as defined by the contract scope above and taking account of the details in the project description. Within the tender please:

- 1) Provide a full breakdown of delivery costs against each item within the brief.
- 2) Describe your background or experience of undertaking similar work.
- 3) Indicate a rough timeline for your work (with regard to the phasing timeline outlined).

In particular, we are looking for consultants who can demonstrate experience in one or more of the following areas:

- 1) Experience of working with landscape-scale, multi-landowner nature recovery projects, particularly other Landscape Recovery projects (round 1 or 2)
- 2) Experience of establishing legal contracts for natural capital and green finance deals (e.g. Biodiversity Net Gain, carbon credits, nutrient neutrality)
- 3) Experience of working with landowners, farmers, and other rural stakeholders
- 4) Experience of working with government bodies such as Defra, the Environment Agency, and Natural England
- 5) Knowledge and expertise in all of the specific areas of advice included within this tender specification.

If you are already working with Landscape Recovery projects, we would expect that alongside any templates Defra may provide, you will have developed materials and templates that could potentially be re-purposed. Whilst we appreciate both existing client confidentiality and IP, please articulate what you may be able to offer to speed up our work together in this area or provide added value.

Tenders will be judged on quality of submission, experience of contractors and value for money. We will not necessarily choose the cheapest tender. However, we must be able to justify choosing a more expensive contractor and demonstrate that the quoted cost is reasonable. In particular we will be looking at how your tender covers the following:

1. Technical capability and experience
2. Methodology and approach
3. Innovation and added value
4. Cost and value for money
5. Risks and mitigations

Deadline for applications: Sunday 3 August. The successful contractor should be able to start work from late-August 2025.

Tenders will be reviewed, with a view to announcing the successful tender on Friday 22 August 2025.

For any questions about the role and project, please contact

Kirstie.Ellis@ClintonDevon.com

Please note: As the body providing funding for this project, the DEFRA / Environment Agency will expect to review procurement processes, and as such a copy of the tenders received will be made available to their grant team prior to award.

Payment schedule and terms

Term payments to be negotiated with the successful contractor before the start of the contract, and to be paid on submission of invoices. Normal terms are 30 days after invoicing.

Invoices should reference the 'Heaths to Sea Landscape Recovery Project and be addressed to: **Colaton Raleigh Trust**, Clinton Devon Estates, Rolle Estate Office, Bickton Arena, East Budleigh, Budleigh Salterton, Devon EX9 7BL

Terms and Conditions

The basis of the contractual agreement between Clinton Devon Estates (The Estate) and the successful contractor is outlined in our standard terms and conditions below. In applying for this work you are explicitly agreeing to be bound by these terms and conditions for the duration of the contract. If you require any alterations to these terms and conditions please state your issues within your tender documents.

1. The contractor shall provide the services with that degree of diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a type of undertaking similar to that of the contractor; and in such a manner as to minimise disruption to the business of the Estate. The contractor shall comply with all Regulations in its provision of the Services.
2. The contractor shall undertake the services to meet all standard and appropriate codes of practice, health and safety advice as issued by the Health and Safety Executive
3. The contractor shall undertake and be responsible for all necessary risk assessments to complete the contract and shall confirm with the Estate's authorising officer that this has been undertaken.
4. The contractor and the Estate will comply at all times with their respective obligations under Data Protection Legislation (Data Protection Legislation means (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 as amended from time to time; (iii) Regulations made under the DPA 2018; and (iv) all applicable Law relating to the Processing of Personal Data).
5. The contractor shall be responsible for the supply of all equipment necessary to undertake the contract.
6. The contractors shall have in place current public liability insurance to the value of not less than £5m, and professional indemnity insurance with a minimum liability of £5million per claim, and shall make available a copy of the renewal certificate(s) for such policies to the Heaths to Sea Project Manager and the Estates Insurance Manager.
7. The contractor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the contractor by the Estate or its agents and any other confidential information concerning the Estate's business or its products which the contractor may obtain. The contractor shall not use such confidential information for any purpose other than fulfilling its obligations under this

agreement and shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the contractor's obligations to the Estate and shall ensure that such employees, agents or sub-contractors are subject to these same obligations of confidentiality.

8. Unless otherwise agreed in writing, all Intellectual Property Rights in and to the outputs of the services are hereby assigned with full title guarantee (including by way of a present assignment of future copyright and/or unregistered design right) by the contractor and shall vest in the Estate. The contractor shall (at the request of the Estate, but at the contractor's cost and expense) do all such acts and things (including executing all documents) required to vest such Intellectual Property Rights in the Estate.
9. The contractor warrants that the materials, all deliverables and outputs of and the use of the services by the Estate shall not infringe any Intellectual Property Rights of any third party. The contractor shall keep the Estate indemnified against any and all liabilities, losses, damages, injury, costs, claims and expenses (including reasonable legal expenses) awarded against or incurred or paid by the Estate arising out of or in connection with any breach by the Contractor of this condition.
10. The contractor shall carry out the provision of the services in accordance with the Estate grant Authority's environmental requirements, which are:
 - a. To conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
 - b. Where relevant, to pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Project or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
 - c. Where relevant, take all possible precautions to ensure that any equipment and materials used in the provision of the Project do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Estate shall be notified in advance of their use.
 - d. Endeavour to reduce fuel emissions wherever possible.
11. The Payment Schedule will be agreed with the contractor, and the Estate reserves the right to hold a retention to be paid on completion of the contract, the extent of which and the release date shall be specified on awarding the contract.
12. The work shall be undertaken in accordance with the contract scope outlined in tender documents and in the Contractors tender document.

Our organisation

Clinton Devon Estates is a family business involved in farming, sustainable forestry, conservation management and several other land-based enterprises (<https://clintondevon.com/>).

We are stewards of the Devon countryside and are active across all areas of land management. This includes the management of the core area of the Pebblebed Heaths National Nature Reserve (<https://www.pebblebedheathsnnr.co.uk/>) which also includes the Otter Estuary. These internationally important conservation sites are managed by the Estate's own conservation charity (www.pebblebedheaths.org.uk/about-us/) and we work in close strategic partnerships with the Devon Wildlife Trust, the RSPB, the National Trust, East Devon District Council and Devon County Council. Working in collaboration with the Environment Agency, in 2023 the Estate completed the lower Otter restoration project, an ambitious nature recovery and coastal climate adaptation scheme (<https://www.pacco-interreg.com/>).

The Estate has been the recipient of many awards and accolades including achieving the Queen's Award for Enterprise three times and we have been honoured several times in the Sunday Times Best Small Companies To Work For. We are proud of our conservation credentials and can demonstrate an excellent track record for delivering nature improvement at scale.

Clinton Devon Estates is committed to creating an inclusive work environment with a diverse workforce. All appropriately qualified candidates and suppliers will receive consideration without regard to race, religion, gender, sexual orientation, national origin, disability or age.