



Environment Act 2021

2021 CHAPTER 30

PART 7

CONSERVATION COVENANTS

Breach and enforcement

124 Breach of obligation

- (1) A person bound by a negative obligation under a conservation covenant breaches the obligation by—
 - (a) doing something which it prohibits, or
 - (b) permitting or suffering another person to do such a thing.
- (2) A person bound by a positive obligation under a conservation covenant breaches the obligation if it is not performed.

Commencement Information

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| II | S. 124 not in force at Royal Assent, see s. 147(3) |
| I2 | S. 124 in force at 30.9.2022 by S.I. 2022/48, reg. 5(a) |

125 Enforcement of obligation

- (1) In proceedings for the enforcement of an obligation under a conservation covenant, the available remedies are—
 - (a) specific performance,
 - (b) injunction,
 - (c) damages, and
 - (d) order for payment of an amount due under the obligation.

Changes to legislation: There are currently no known outstanding effects for the Environment Act 2021, Cross Heading: Breach and enforcement. (See end of Document for details)

- (2) On an application for a remedy under subsection (1)(a) or (b), a court must, in considering what remedy is appropriate, take into account any public interest in the performance of the obligation concerned.
- (3) Subject to subsection (4), contract principles apply to damages for breach of an obligation under a conservation covenant.
- (4) In the case of breach of an obligation of the landowner under a conservation covenant, a court may award exemplary damages in such circumstances as it thinks fit.
- (5) For the purposes of the Limitation Act 1980, an action founded on an obligation under a conservation covenant is to be treated as founded on simple contract.

Commencement Information

- I3** S. 125 not in force at Royal Assent, see [s. 147\(3\)](#)
I4 S. 125 in force at 30.9.2022 by [S.I. 2022/48, reg. 5\(a\)](#)

126 Defences to breach of obligation

- (1) In proceedings for breach of an obligation under a conservation covenant it is a defence to show—
 - (a) that the breach occurred as a result of a matter beyond the defendant’s control,
 - (b) that the breach occurred as a result of doing, or not doing, something in an emergency in circumstances where it was necessary for that to be done, or not done, in order to prevent loss of life or injury to any person, or
 - (c) that at the time of the breach—
 - (i) the land to which the obligation relates was, or was within an area, designated for a public purpose, and
 - (ii) compliance with the obligation would have involved a breach of any statutory control applying as a result of the designation.
- (2) If the only reason for the application of subsection (1)(c) was failure to obtain authorisation, the defendant must also show that all reasonable steps to obtain authorisation had been taken.
- (3) The defence under subsection (1)(c) does not apply if the designation was in force when the conservation covenant was created.
- (4) The defence of statutory authority (which applies in relation to the infringement of rights such as easements by a person acting under statutory authority) applies in relation to breach of an obligation under a conservation covenant.
- (5) In this section—

“authorisation” means any approval, confirmation, consent, licence, permission or other authorisation (however described), whether special or general;

“statutory control” means control imposed by provision contained in, or having effect under, an Act.

Changes to legislation: *There are currently no known outstanding effects for the Environment Act 2021, Cross Heading: Breach and enforcement. (See end of Document for details)*

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Commencement Information

- I5** S. 126 not in force at Royal Assent, see [s. 147\(3\)](#)
I6 S. 126 in force at 30.9.2022 by [S.I. 2022/48](#), [reg. 5\(a\)](#)

Changes to legislation:

There are currently no known outstanding effects for the Environment Act 2021, Cross Heading: Breach and enforcement.