

DATED 30th July 2021

BARNSELY METROPOLITAN BOROUGH COUNCIL (1)

-and-

REBECCA JANE SCOTT (2)

-and-

YORKSHIRE LAND LIMITED (3)

-and-

BDW TRADING LIMITED (4)

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to land to the South of Halifax Road, Penistone, Barnsley

LPA Reference: 2020/0274

WALKER MORRIS LLP

33 Wellington Street

LEEDS

LS1 4DL

Tel: 0113 2832500

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Ref: JYK/BLQ00004.12148

THIS AGREEMENT (signed as a deed) is made the 30th day of July 2021

BETWEEN:

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Smithies Lane Depot, Smithies Lane, Barnsley S71 1NL ("**Council**") of the first part; and
- (2) **REBECCA JANE SCOTT** of Dinmore House, Pateley Bridge Road, Burnt Yates, Harrogate, HG3 3ET ("**Owner**");
- (3) **YORKSHIRE LAND LIMITED** (Co reg no 2185995) Tattersall House, East Parade, Harrogate, HG1 5LT ("**Option Holder**"); and
- (4) **BDW TRADING LIMITED** (Company No. 03018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Leicestershire LE67 1UF ("the **Developer**").

hereinafter called the "**Parties**" and reference to "**Party**" shall be construed accordingly.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 as amended;
"Affordable Housing"	means subsidised housing comprising 60% Affordable Housing for Rent Dwellings and 40% Shared Ownership Dwellings that will be available to persons who cannot afford to rent or buy housing generally on the open market and which has the same meaning given to it in annex 2 of the National Planning Policy Framework;
"Affordable Housing Commuted Sum"	means if applicable a sum in respect of each Affordable Housing Unit calculated in accordance with Section 13 (and other relevant paragraphs) of the SPD titled "Affordable Housing" adopted in May 2019
"Affordable Housing for Rent Dwellings"	has the same meaning as the term "affordable housing for rent" contained in paragraph (a) of Annex 2 of the National Planning Policy Framework and comprises 72 (seven two)

Affordable Housing Units consisting of 8 (eight) x 1 (one) bed houses, 37 (thirty seven) x 2 (two) bed houses, 22 (twenty two) x 3 (three) bed houses, and 5 (five) x 4 (four) bed houses, all to be provided on plots identified in Plan 2001.08.E Affordable Housing Distribution Plan or such other house types or locations that may be agreed in writing between the Owner and the Council from time to time such properties to be made available at an Affordable Rent to persons in accordance with the Registered Provider's policy and reference to "**Affordable Housing for Rent Dwelling**" shall be construed accordingly;

"Affordable Housing Units"

means 120 (one hundred and twenty) Dwellings of Affordable Housing comprising of the Affordable Housing for Rent Dwellings and the Shared Ownership Dwellings to be provided in accordance with paragraph 1 of the First Schedule and reference to "**Affordable Housing Unit**" shall be construed accordingly;

"Affordable Housing Unit Prices"

means a price:

(a) in respect of the Affordable Housing for Rent Dwellings being not greater than 50% of the Open Market Value of an equivalent open market unit or such other discounted sum agreed with the Registered Provider that is financially viable for a Registered Provider to be able to purchase an Affordable Housing Unit; and

(b) in respect of the Shared Ownership Dwellings being not greater than 80% of the Open Market Value of an equivalent open market unit or such other discounted sum agreed with the Registered Provider that is financially viable for a Registered Provider to be able to purchase an Affordable Housing Unit.

"Affordable Rent"

means an affordable rent of a minimum 80% of the Market Rent;

"Agreed Price"	means the sum of £12,000 (twelve thousand pounds) per biodiversity unit;
"Application"	means the application reference number 2020/0274 and registered by the Council on 9 April 2020 for 400 dwellings, open space, landscaping and associated infrastructure;
"Approved EMP" and "Approved Supplementary EMP"	means approved in writing by the Council and shall include the level of the Required Gain accepted by the Council as achieved by the Approved EMP and (where applicable) the Approved Supplementary EMP.
"Biodiversity Contribution"	means the sum of £144,960.00 (one hundred and forty four thousand nine hundred and sixty pounds), calculated by multiplying the Agreed Price by the Required Gain and, if this sum is payable in accordance with paragraphs 6.1 – 6.8 of the First Schedule (inclusive), to be applied by the Council in accordance with paragraph 3 of schedule 2;
"Bridge End Highways Improvement Contribution"	means the sum of £200,000.00 (two hundred thousand pound) Index Linked to be paid by the Owner to the Council and applied by the Council towards works to improve Bridge End Junction, including but not limited to, a feasibility study.
"Bus Stop Contribution"	Means the sum of £18,844.88 (eighteen thousand eight hundred and forty four pounds eighty eight pence) to be expended on the provision of two new bus stop poles and one shelter on Well House Lane and two new bus stop poles and one shelter within the Development Site or such other bus stop infrastructure within the reasonable vicinity of the Development Site.
"Chargee"	means any mortgagee or chargee of the Registered Provider and / or an Affordable Housing Unit or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

"Commencement of Development"

means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the 1990 Act Save That the term "*material operation*" shall not include operations in connection with any work of or associated with demolition, site clearance, remediation works, environmental investigation, site and soil surveys, construction of any access roads, erection of contractors work compound, erection of site office, erection of fencing to site boundary and reference to "**Commence the Development**" shall be construed accordingly;

"Community Interest Company"

means a business with primary social objectives whose surpluses are principally reinvested for that purpose in the community;

"Contributions"

means collectively the Bridge End Highways Improvement Contribution, the Bus Stop Contribution, the Education Contribution, the Off-Site Open Space Contribution, the Sustainable Travel Contribution, and if applicable the Affordable Housing Commuted Sum and / or the Biodiversity Contribution;

"Council's Approved List"

means the following Registered Providers:

1. Berneslai Homes Limited;
2. South Yorkshire Housing Association Limited;
3. Yorkshire Housing Limited;
4. Guinness Northern Counties Limited;
5. Equity Housing Group Limited;
6. Leeds and Yorkshire Housing Association Limited;
7. Chevin Housing Association Limited; and
8. Wakefield and District Housing Limited;

or such other Registered Provider(s) that may be agreed in writing between the Owner and the Council from time to time;

"Development"

means the development of the Land in accordance with the Planning Permission;

"Dwellings"

means the residential units that may be built on the Land as part of the Development and reference to "**Dwelling**" shall be construed accordingly;

"Education Contribution"

means the sum of:

1. £1,264,000.00 (one million two hundred and sixty four thousand pounds) Index Linked to be paid by the Owner to the Council as its total contribution towards the provision of and or improvement to primary school educational facilities at:- Hoylandswaine, Penistone St John, Springvale Thurgoland or Thurlstone primary schools;
2. £896,000.00 (eight hundred and ninety six thousand pounds) Index Linked to be paid by the Owner to the Council as its total contribution secondary school provision at Penistone Grammar school;

"EMP"

means an ecological management plan setting out the intended biodiversity net gain to be achieved across the Development Site (or where applicable land outside the Development Site) over a thirty year period, in terms of biodiversity units (the biodiversity units to be calculated in accordance with the DEFRA Biodiversity Metric v2.0 or latest version)

"Expert"

has the meaning given in clause 3.4.3;

"First Homes"

means Affordable Housing as defined as First Homes in the National Planning Policy Guidance Published on 24 May 2021

"Head of Planning and Building Control"

means the Head of Planning and Building Control of the Council for the time being or such other officer of the Council nominated by him or her for the purposes of this Agreement;

"Homes England"

means Homes England or any body or bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008;

"Independent Surveyor"

means a member of the Royal Institution of Chartered Surveyors appointed by the Owner at its own cost but first approved by the Council (such approval not to be unreasonably withheld or delayed);

"Index"

means the 12 (twelve) month percentage change in the All Items Retail Price Index published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore;

"Index Linked"

means such increase to sum or sums payable to the Council under this Agreement on an annual basis or pro rata per diem from the date of this Agreement to the date of payment based upon the specified Index last published before the date of the decision to approve the grant of Planning Permission or any publication substituted for it;

"Interest Rate"

means interest at 4 (four) per cent above the base lending rate of the Bank of England from time to time and in every case compounded on the first day of June and December in each year;

"Initial Registered Provider Transfer Terms"

has the meaning given in paragraph 1.7 of the First Schedule;

"Land" and "Development Site"	means all that land to the South of Halifax Road, Penistone, Barnsley shown for identification purposes only edged red on Plan 1;
"Local Plan"	means the Barnsley Local Plan adopted in January 2019;
"Market Rent"	means the average local market rent for a Dwelling in Barnsley with that number of bedrooms that would be leased between a willing lessor and willing lessee on appropriate lease terms in an arms-length transaction after proper marketing, and where the parties have each acted knowledgeably, prudently and without compulsion;
"National Planning Policy Framework"	means the National Planning Policy Framework as published in February 2019 (as amended in June 2019) by The Ministry of Housing, Communities and Local Government (or any future guidance or initiative that replaces or supplements it);
"Occupation" and "Occupy" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Off-Site Open Space Contribution"	means the sum of £405,342.80 (four hundred and five thousand three hundred and forty two pounds and eighty pence) Index Linked calculated in accordance with Appendix 2 of the SPD 'Open Space Provision on New Housing Developments' to be paid to the Council by the Owner and used by the Council in lieu of the provision of publically accessible formal recreation open space on the Land for the provision of, or improvements to, public open space within the west of the borough to the west of the M1 motorway the need for which is required in order to mitigate impacts arising from the Development;
"Open Market Dwellings"	means the residential units that may be built on the Land as part of the Development excluding the Affordable Housing

Units and reference to **"Open Market Dwelling"** shall be construed accordingly;

"Open Market Value"

means an amount for which the property or piece of land should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion as agreed between the Owner and the Council or in the absence of agreement as determined by an Independent Surveyor assessed in general accordance with the Appraisal & Valuation Manual of the Royal Institute of Chartered Surveyors as amended from time to time;

"Plan 1"

means the '2001.02.A Location Plan' attached to this Agreement and marked "Plan 1" appended to this Agreement as Appendix 1;

"Plan 2"

means the '2001.08.E Affordable Housing Distribution Plan' attached to this Agreement and marked "Plan 2" appended to this Agreement as Appendix 2;

"Planning Obligations"

means the obligations, conditions and stipulations set out in the First Schedule and **"Planning Obligation"** shall be construed accordingly;

"Planning Permission"

means a planning permission that may be granted by the Council pursuant to the Application in the form of the draft attached to this Agreement as Appendix 3;

"Practical Completion"

means either:

1. the issue of a certificate signed by a chartered architect which confirms that a specified Dwelling has been constructed in compliance with building regulations and is completed so as to be fit for habitation as a residential housing unit; or

2. the issue of buildmark cover note by the National House-Building Council or such cover note of similar effect from an alternative warranty provider;

“Protected Tenant”

means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

“Reasonable Endeavours”

means it is agreed by the Parties that the Party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable;

"Reduced Biodiversity Contribution"

Means the Biodiversity Contribution which has been reduced pro rata in accordance with paragraph 6.5 of the First schedule hereto.

"Registered Provider"

means a registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner and approved by the Council;

"Required Gain"

means 12.08 biodiversity units, calculated in accordance with the DEFRA Biodiversity Metric v2.0, which it is agreed between the Owner and the Council would provide net gain for biodiversity;

"Shared Ownership Dwellings"

means 48 (forty eight) of the Affordable Housing Units consisting of 31 (thirty one) x 2 (two) bed houses and 17 (seventeen) x 3 (three) bed houses all to be provided on plots identified in Plan 2001.08.E Affordable Housing Distribution Plan or such other house types or locations that may be agreed in writing between the Owner and the Council from time to time such properties to be made available on a Shared Ownership Lease to persons in accordance with the Registered Provider's policy or such other housing as approved in writing by the Council that provides a subsidised route to home ownership and which complies with either definition (c) "Discounted market sales housing" or definition (d) "Other affordable routes to home ownership" as set out within Annex 2 of the National Planning Policy Framework save that in relation to the definition (c) and (d) the proportion of Affordable Housing that may be Discounted market sales housing or First Homes shall not be greater than 25% of the Affordable Housing Units in total;

"Shared Ownership Lease"

means the Homes England lease current at the date of this Agreement relating to protected areas;

"Statutory Undertaker"

means any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;

Supplementary EMP

means an EMP in relation to land outside the Development Site which relies on a detailed ecological assessment and links back to the terms of biodiversity unit shortfall and an overarching Approved EMP (the biodiversity units to be calculated in accordance with the DEFRA Biodiversity Metric v2.0 or latest version).

"Sustainable Travel Contribution"

means the sum of £400,000.00 (four hundred thousand pound) Index Linked calculated in accordance with section 5 of the SPD 'Sustainable Travel' (November 2019) to be paid to the Council by the Owner and used by the Council towards purposes identified in the SPD 'Sustainable Travel' (November 2019), including but not limited to the cost of acquisition of land and any costs associated with the acquisition including the payment of any overage liability arising from the acquisition of land or its subsequent development, and transport improvements and enhancements, the need for which is required in order to mitigate impacts arising from the Development;

"Working Day"

means a weekday (Saturdays, Sundays and public holidays and the days between Christmas Day and New Year's Day excepted) and reference to **"Working Days"** shall be construed accordingly.

1.2 Where the context so requires:

- 1.2.1 The singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate;

- 1.2.2 References to any Party in this Agreement shall include the successors in title and assigns of that Party and in the case of the Council shall include any successor local planning authority exercising planning powers under the 1990 Act;
- 1.2.3 Where a Party includes more than one person any obligations of that Party shall be joint and several;
- 1.2.4 Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing;
- 1.2.5 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it and any regulations or statutory instrument made under it;
- 1.2.6 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement; and
- 1.2.7 Clause headings are for reference only and shall not affect the construction of this Agreement.

2 RECITALS

- 2.1 By virtue of the 1990 Act the Council is the local planning authority for the purposes of this Agreement for the area in which the Land is situated and is the Authority by whom the planning obligations hereby created are enforceable.
- 2.2 The Owner is the registered proprietor with absolute title of the Land which has been given title numbers SYK633115 by HM Land Registry.
- 2.3 The Option Holder has an interest in the land by way of an option agreement dated 16 November 2015 made between the Owner and the Option Holder. In the event that the Option Holder exercises its option under the option agreement then the Option Holder will sell the Land to the Developer.
- 2.4 The Developer has an interest in the Land by way of an agreement dated 20 December 2019 and made between (1) the Owner (2) the Option Holder and (3) the Developer. The Developer intends to carry out the Development.
- 2.5 The Application was submitted to the Council on behalf of the Owner and the Developer for planning permission for the Development.

2.6 The Owner by entering into this Agreement does so to create planning obligations in respect of the Land and each part of it in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.

2.7 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement and agree that the obligations comply with regulation 122 of the Community Infrastructure Levy Regulations 2010.

3 OPERATIVE PROVISIONS

3.1 This Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act as substituted by Section 12 of the Planning and Compensation Act 1991 and to the extent that the covenants in this Agreement are not made under Section 106 of the 1990 Act they are made under Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling.

3.2 The planning obligations comprised in this Agreement shall not become effective until the following conditions are satisfied:

3.2.1 the Planning Permission has been granted; and

3.2.2 (except where stated otherwise in this Agreement) the Commencement of Development.

3.3 Subject to clause 3.2 and 3.4:

3.3.1 The Owner hereby covenants with the Council that the Land shall be permanently from the date hereof bound by and subject to the restrictions and provisions regulating the Development and use thereof specified in the First Schedule and the Option Holder and Developer acknowledge that their respective interests in the Land shall be bound by and subject to the restrictions and provisions regulating the Development and use thereof specified in the First Schedule; and

3.3.2 The Council covenants with the Owner to comply with its obligations in the Second Schedule and where applicable in the First Schedule.

3.4 It is agreed and declared as follows:

- 3.4.1 The Option Holder is entering into this Agreement to acknowledge that its interest in the Land will be bound by this Agreement but shall not be liable for any breach of the covenants, restrictions or obligations contained in this Agreement unless and until it acquires the Land and for the avoidance of doubt thereafter clause 3.4.2(a) shall apply.
- 3.4.2 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement:
- (a) occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
 - (b) if he shall be an occupier or tenant of any of the Dwellings or a purchaser of an individual Dwelling (or a mortgagee of an individual Dwelling lending money to such occupier purchaser or tenant);
 - (c) (save for the provisions in paragraph 1 of the First Schedule) if he shall be an occupier or tenant of any of the Affordable Housing Units or a purchaser of an individual Affordable Housing Unit (or a mortgagee of a Registered Provider or an individual Affordable Housing Unit lending money to such occupier purchaser or tenant);
 - (d) if it is a Statutory Undertaker which has an interest in any part of the Land for the purposes of its undertaking.
- 3.4.3 Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance with clauses 3.4.4 and 3.4.5 to the determination of a person ("**Expert**").
- 3.4.4 Any reference to an Expert in accordance with clause 3.4.3 shall be to a reputable person unconnected to any of the parties hereto and experienced in matters to which the subject matter of the dispute relates and who shall be agreed between the parties to the dispute or appointed on the application of any party to the dispute made at any time by the President of the Law Society and the decision of the Expert shall be final and binding upon the parties to the dispute and the parties hereby agree to act in accordance with the decision (save for manifest error).

- 3.4.5 Each of the parties to the dispute referred to an Expert pursuant to clause 3.4.3 shall be entitled to submit to the Expert representations and cross representations with such supporting evidence as they shall consider necessary and the Expert shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the Expert himself) shall be paid.
- 3.4.6 Where any notice or confirmation is to be served on the Council under the terms of this Agreement such notice or confirmation shall be sent to Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2020/0274.
- 3.4.7 If the Planning Permission shall expire before the Commencement of Development or shall at any time be modified (without the consent of the Owner) (other than a modification under section 73 or 96A of the 1990 Act) or revoked this Agreement shall terminate and cease to have effect and the Council shall immediately remove any entry relating to this Agreement from the Register of Local Land Charges.
- 3.4.8 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority.
- 3.4.9 The obligations hereby created shall be registered as a Local Land Charge.
- 3.4.10 No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.
- 3.4.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.
- 3.4.12 The Developer shall forthwith pay to the Council its reasonable legal fees incurred in the preparation negotiation and completion of this Agreement.

- 3.4.13 Wherever this Agreement requires the approval agreement determination or consent of the Council or the Owner such approval agreement determination or consent is not to be unreasonably withheld or delayed.
- 3.4.14 The parties shall act reasonably and in good faith in the performance of their obligations in this Agreement.
- 3.4.15 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the 1990 Act this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied.
- 3.4.16 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied in its absolute discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to both the Planning Permission and a new planning permission granted pursuant to Section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.
- 3.4.17 If the Council does not receive payment of any money due under this Agreement on the due date the Owner will pay interest on the money concerned to the Council at the Interest Rate from the due date until the date of actual receipt by the Council provided that this sub-clause shall not prejudice any other right or remedy of the Council for the recovery of any money due.
- 3.4.18 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

FIRST SCHEDULE
("the Owner's Covenants")

The Owner hereby covenants with the Council:

1 AFFORDABLE HOUSING

1.1 The Affordable Housing for Rent Dwellings shall not be used or Occupied other than as Affordable Housing for Rent Dwellings and the Shared Ownership Dwellings shall not be used or Occupied other than as Shared Ownership Dwellings save that this obligation shall not be binding on:

1.1.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges;

1.1.2 any Chargee provided that the Chargee shall have first complied with the obligations at paragraph 1.2 of this Schedule; or

1.1.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

1.2 A Chargee shall prior to seeking to dispose of any Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 30 (thirty) Working Days prior notice to the Council of its intention to dispose and:

1.2.1 in the event that the Council responds within 30 (thirty) Working Days from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and shall use its best endeavours to secure such transfer;

1.2.2 if the Council does not serve its response to the notice served under paragraph 1.2.1 of this Schedule within 30 (thirty) Working Days then the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule as Open Market Dwellings;

1.2.3 if the Council or any other person cannot within 40 (forty) Working Days of the date of service of its response under paragraph 1.2.1 of this Schedule secure such transfer then provided that the Chargee shall have complied with its obligations under

paragraph 1.2 of this Schedule the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule as Open Market Dwellings;

PROVIDED THAT at all times the rights and obligations in this paragraph 1.2 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

1.3 The plot locations of the Affordable Housing Units have been agreed between the Council and the Owner and are indicated on Plan 2 subject to any variations that may be agreed in writing between the Council and the Owner.

1.4 Subject to paragraph 1.10 of this Schedule, not to cause or permit more than:

1.4.1 92 (ninety two) of the Open Market Dwellings to be Occupied until 40 (forty) of the Affordable Housing Units;

1.4.2 184 (one hundred and eighty four) of the Open Market Dwellings to be Occupied until 80 (eighty) of the Affordable Housing Units;

1.4.3 266 (two hundred and sixty six) of the Open Market Dwellings to be Occupied until all of the Affordable Housing Units;

have been constructed to the same external standard as the Open Market Dwellings and transferred to a Registered Provider at the Affordable Housing Unit Prices and on terms that accord with Homes England funding requirements current at the date of this Agreement.

1.5 The Affordable Housing Units shall be transferred to a Registered Provider with the benefit of the following:

1.5.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and

1.5.2 full and free rights to the passage of water soil electricity gas and other services through the pipes channels wires cables and conduits which shall be in the adjoining

land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains.

- 1.6 The Owner shall provide the Council with written notice:
 - 1.6.1 of the Commencement of Development; and
 - 1.6.2 of Occupation of the first Dwelling; and
 - 1.6.3 upon the Practical Completion of the 40th (fortieth), 80th (eightieth) and final Affordable Housing Unit and upon Occupation of 92 (ninety two), 184 (one hundred and eighty four), 266 (two hundred and sixty six) and 280 (two hundred and eighty) of the Open Market Dwellings.
- 1.7 The Owner shall use its Reasonable Endeavours to market the Affordable Housing Units to a Registered Provider appearing on the Council's Approved List and will promptly upon agreeing heads of terms for a transfer of the Affordable Housing Units to the Registered Provider submit to the Council the name of the chosen Registered Provider for the Council's approval ("**Initial Registered Provider Transfer Terms**") **PROVIDED THAT** it is agreed for the avoidance of doubt that the Owner shall not transfer the Affordable Housing Units to a Registered Provider not appearing on the Council's Approved List subject to any variations to the Council's Approved List that may be agreed in writing between the Council and the Owner from time to time.
- 1.8 The Owner will thereafter use Reasonable Endeavours to exchange contracts with the Registered Provider for the sale of the Affordable Housing Units and will keep the Council informed on the Owner's progress.
- 1.9 If the proposed sale does not proceed in accordance with the Initial Registered Provider Transfer Terms the Owner will continue to use Reasonable Endeavours to exchange contracts with an alternative Registered Provider appearing on the Council's Approved List (subject to any variations to the Council's Approved List that may be agreed in writing between the Council and the Owner from time to time) and will keep the Council informed of the Owner's progress.
- 1.10 If any of the Affordable Housing Units have not been contracted for sale to a Registered Provider within 6 (six) calendar months of the date of Practical Completion of the last Affordable Housing Unit or such earlier date agreed in writing by the Council and the Council is satisfied that paragraphs 1.7 to 1.9 of this Schedule have been complied with then the Owner shall pay the Affordable Housing Commuted Sum to the Council **PROVIDED THAT** such sum shall only be payable in respect of those Affordable Housing Units not already transferred

to a Registered Provider and upon such payment the Owner will be free to offer such dwellings for sale on the open market free from obligations in this Schedule as Open Market Dwellings.

- 1.11 No more than 280 (two hundred and eighty) Open Market Dwellings shall be Occupied until either the Affordable Housing Units have been transferred to a Registered Provider or the Affordable Housing Commuted Sum has been paid to the Council in relation to any Affordable Housing Units not so transferred.
- 1.12 Any agreement to sell or transfer the Affordable Housing Units to a Registered Provider shall contain the following minimal provisions:
 - 1.12.1 The grant by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Unit; and
 - 1.12.2 A reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Open Market Dwellings.

2 EDUCATION CONTRIBUTION

- 2.1 To pay the Education Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 2.2 to 2.5 (inclusive) of this Schedule.
- 2.2 To notify the Council prior to the Occupation of more than 30 (thirty) Dwellings and not to Occupy more than 30 (thirty) of the Dwellings until £540,000.00 (five hundred and forty thousand pounds) of the Education Contribution as Index Linked has been paid to the Council.
- 2.3 To notify the Council prior to the Occupation of more than 120 (one hundred and twenty) Dwellings and not to Occupy more than 120 (one hundred and twenty) of the Dwellings until £540,000.00 (five hundred and forty thousand pounds) of the Education Contribution as Index Linked has been paid to the Council.
- 2.4 To notify the Council prior to the Occupation of more than 200 (two hundred) Dwellings and not to Occupy more than 200 (two hundred) of the Dwellings until £540,000.00 (five hundred and forty thousand pounds) of the Education Contribution as Index Linked has been paid to the Council.

- 2.5 To notify the Council prior to the Occupation of more than 280 (two hundred and eighty) of the Dwellings and not to Occupy more than 280 (two hundred and eighty) of the Dwellings until a further £540,000.00 (five hundred and forty thousand pounds) of the Education Contribution as Index Linked has been paid to the Council.

3 OFF-SITE OPEN SPACE CONTRIBUTION

- 3.1 To pay the Off-Site Open Space Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 3.2 to 3.3 (inclusive) of this Schedule.
- 3.2 To notify the Council prior to the Occupation of more than 120 (one hundred and twenty) of the Dwellings and not to Occupy more than 120 (one hundred and twenty) of the Dwellings until £202,671.40 (six hundred and seventy one pounds and forty pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council.
- 3.3 To notify the Council prior to the Occupation of more than 200 (two hundred) of the Dwellings and not to Occupy more than 200 (two hundred) of the Dwellings until the remaining £202,671.40 (six hundred and seventy one pounds and forty pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council.

4 SUSTAINABLE TRAVEL CONTRIBUTION

- 4.1 To pay the Sustainable Travel Contribution to the Council within 20 Working Days following the Owner's receipt of the Planning Permission and without prejudice to this obligation there shall be no Commencement of Development until the Sustainable Travel Contribution is paid to the Council in full.

5 BRIDGE END HIGHWAYS IMPROVEMENT CONTRIBUTION

- 5.1 To pay the Bridge End Highways Improvement Contribution to the Council in full on commencement of development.

6 BIODIVERSITY CONTRIBUTION

- 6.1 Prior to the Commencement of Development a draft EMP shall be submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed), setting out the intended biodiversity net gain to be achieved across the Development Site, in terms of biodiversity units (the biodiversity units to be calculated in accordance with the DEFRA Biodiversity Metric v2.0 or latest version) The Owner undertakes to implement the ecological management plan, as approved (the "Approved EMP").

- 6.2 If the Approved EMP does not fully meet the Required Gain then the Owner shall, within 30 Working Days of receipt of approval of the Approved EMP, submit a draft Supplementary EMP to the Council for its approval setting out intended biodiversity net gain to be achieved on land outside the Development Site but within the control of the Owner (such approval not to be unreasonably withheld or delayed). Any draft Supplementary EMP submitted and approved, in accordance with this paragraph 6.2, shall be implemented by the Owner as approved (the "Approved Supplementary EMP").
- 6.3 The Owner will exercise reasonable endeavours to meet all of the Required Gain shortfall in any draft Supplementary EMP submitted to the Council for its approval.
- 6.4 If the Approved EMP and / or the Approved Supplementary EMP meet the Required Gain, then the Owner shall not be required to pay the Biodiversity Contribution.
- 6.5 If the Approved EMP and / or the Approved Supplementary EMP do not meet the Required Gain, then the Owner shall pay the Biodiversity Contribution to the Council in accordance with paragraphs 6.5 – 6.7 (inclusive) of this Schedule.
- 6.6 The Biodiversity Contribution shall be reduced pro rata, at the Agreed Price, by the number of biodiversity units that have been delivered as identified in the Approved EMP and / or the Approved Supplementary EMP (the "Reduced Biodiversity Contribution").
- 6.7 The Owner shall not allow or permit the sale of more than 120 (one hundred and twenty) of the Dwellings until a first instalment of 50% of the Reduced Biodiversity Contribution has been paid to the Council.
- 6.8 The Owner shall not allow or permit the sale of more than 200 (two hundred) of the Dwellings until a second and final instalment of 50% of the Reduced Biodiversity Contribution has been paid to the Council.

7. BUS STOP CONTRIBUTION

- 7.1 To pay the Bus Stop Contribution to the Council by no later than the Occupation of 200 Dwellings and not to Occupy more than 200 Dwellings until the said Bus Stop Contribution has been paid to the Council.

SECOND SCHEDULE
(“the Council’s Covenants”)

The Council hereby covenants with the Owner:

General

- 1 The Council will on the reasonable written request of the Owner at any reasonable time or times after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof and / or at any reasonable time after all of the planning obligations under this Agreement have been fulfilled or at any reasonable time after this Agreement ceases to have effect issue written confirmation thereof and thereafter cancel all relevant entries in the Register of Local Land Charges.
- 2 To issue separate receipts on request for any sum or Contribution paid to the Council under this Agreement.
- 3 To expend any Biodiversity Contribution on biodiversity gain outside the Development Site meeting the Required Gain shortfall.

Contributions

- 4 To apply the Contributions towards the purposes specified in this Agreement and not to apply the Contributions for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied.

Repayment

- 5 That in the event the Contributions or any part or parts thereof are not expended or committed within 10 (ten) years of the date of payment (or the date of payment of the final instalment if applicable) then the sum or sums not expended plus interest accrued will be repaid to the Owner or its nominee save for in respect of the Biodiversity Contribution (if payable) which if not expended within 30 (thirty) years of the date of payment (or the date of payment of the final instalment if applicable) then the sum or sums not expended plus interest accrued will be repaid to the Owner or its nominee

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON SEAL of BARNSELY)

METROPOLITAN BOROUGH)

COUNCIL was hereunto affixed to this)

Deed in the presence of:)



Borough Secretary/Authorised Signatory



SIGNED AND DELIVERED as a DEED)

By the said REBECCA JANE SCOTT)

in the presence of-)



Witness Signature



Witness Name

JAMES HOLMES

Witness Address

DINMORCK BARU
BENT GATES
HARROGATE
HG3 3ET

Occupation

COMPANY DIRECTOR

EXECUTED as a DEED (but not delivered)

until the date hereof) by)

YORKSHIRE LAND LTD)

acting by a director)

in the presence of a witness)



Witness Signature



Name

NICHOLAS HUBBERT

Address

11 HOLLINS LANE
HAMPSHIRE

Occupation

RETAIL MANAGER

EXECUTED as a **DEED** by

BDW TRADING LIMITED

acting by

DAVID CUE

and

M. PORDY

in exercise of the powers conferred by the power
of attorney dated 26 May 2021
both in the presence of:

Witness Signature

MS Duke

Name

MATHEW SCOTT DRAKE

Address

BARRATT HOMES & DAVID WILSON HOMES YORKSHIRE WEST
RAYNHAM HOUSE, 2 CAPITOL CLOSE, MORLEY, LEEDS, LS27 0WH

Occupation

SENIOR LAND MANAGER.

Appendix 1
(Plan 1)

Appendix 2
(Plan 2)



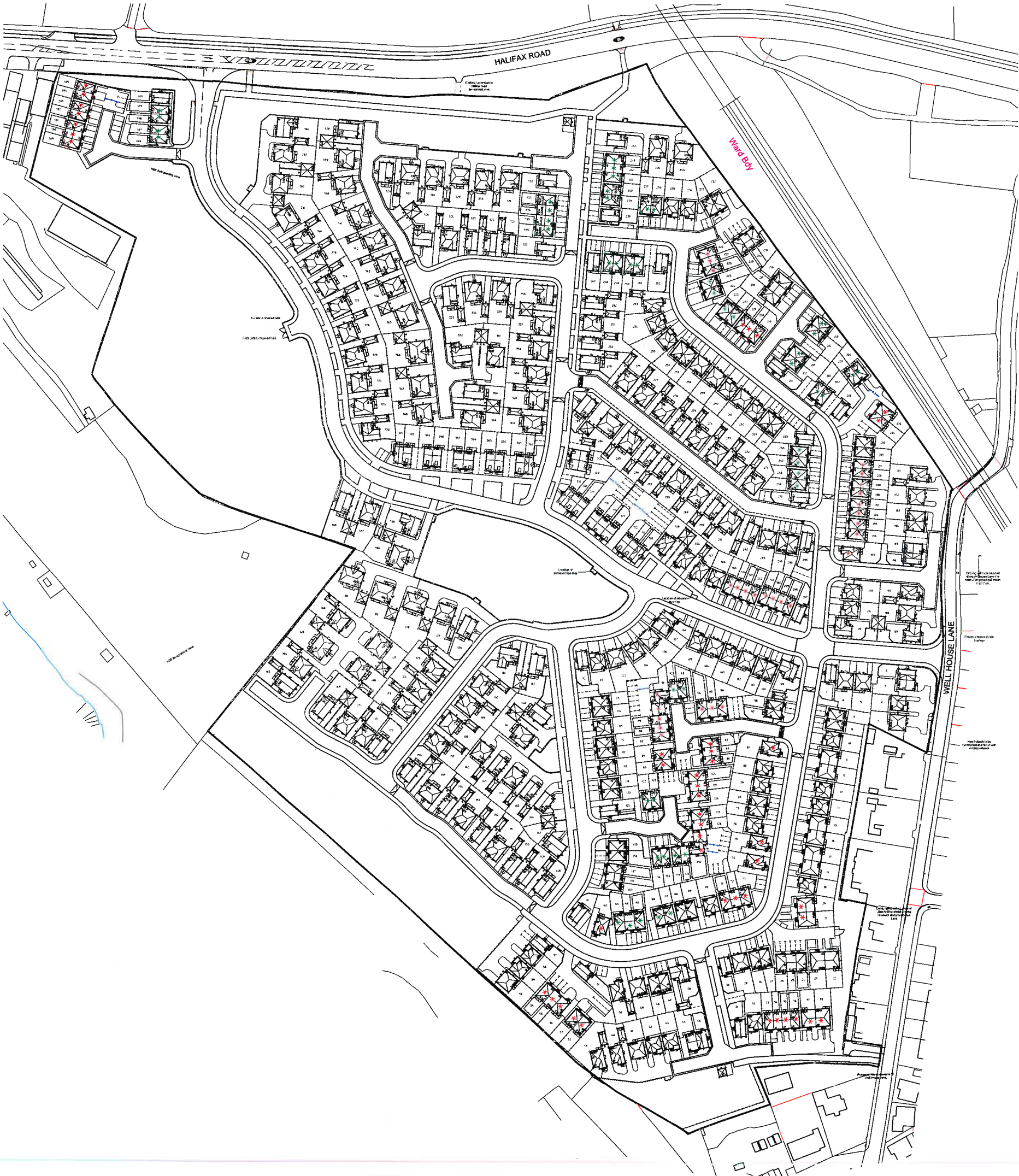
Affordable - Rented



Affordable - Shared ownership

Affordable - Rent				
Name	Floor Area Sq Ft	Beds	Units	Total
Sewer	525	1	2	1050
Birley	622	1	2	1244
Masham	584	1	4	2376
Kingsley	1080	4	5	5400
Type 67 Mid	701	2	11	7711
Type 67 End	701	2	26	18226
Type 69 Mid	828	3	4	3312
Type 69 End	828	3	18	14904
Sub Total			72	54223

Affordable - Shared ownership				
Name	Floor Area Sq Ft	Beds	Units	Total
Maidstone Mid	830	3	1	830
Maidstone End	830	3	16	13280
Type 67 Mid	701	2	0	0
Type 67 End	701	2	16	11216
SH50 Mid	750	2	1	750
SH50 End	750	2	6	4500
Archford Mid	832	3	2	1664
Archford End	832	3	6	4992
Sub Total			48	37232



Notes:

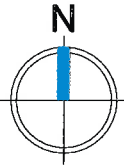
This drawing, design and concept are copyright of STEN Architecture.

All Dimensions are to be verified on site before any work commences. If any discrepancies, errors or omissions are noted, these are to be reported to STEN Architecture immediately.

If any other drawings are referenced within this layout, please refer to the specific detailed drawing for design, materials and specific working practices.

Scaled @ 1:1000

0 50m 100m



E	Wording on key updated to clients comments	TS	19.07.21
D	Updated to revision Q of planning layout	TS	26.05.21
C	Updated to revision P of planning layout	TS	25.05.21
B	Updated to revision N of planning layout	TS	21.05.21
A	Updated to latest planning layout	TS	26.01.21
REV:	DESCRIPTION:	BY:	DATE:

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CLIENT:

**DAVID WILSON HOMES**
WHERE QUALITY LIVES

**BARRATT**
HOMES

SITE: Penistone			
TITLE: Affordable distribution plan			
SCALE AT A1: 1:1000	DATE: 03.12.20	DRAWN: TS	CHECKED: SL
PROJECT NO: 2001	DRAWING NO: 2001.08	REVISION: E	

Appendix 3



GRANT OF PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. 2020/0274

To Mr Paul Butler
PB Planning Ltd
PO Box 778
York
YO 0LT

DESCRIPTION Residential Development, Open Space, Landscaping & Associated Infrastructure
LOCATION Land to the south of Halifax Road, Penistone, Barnsley

Permission is **granted** for the proposals which were the subject of the Application and Plans registered by the Council on 09/04/2020 and described above.

THIS DECISION IS SUBJECT TO THE TERMS OF THE AGREEMENT MADE UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED).

The approval is subject on compliance with the following conditions:

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.
- 2 The development hereby approved shall be carried out strictly in accordance with the amended plans and specifications as approved:

2001.01 Rev Q - Planning Layout
2001.02 Rev A- Location Plan
20005/GA/01 Rev B - Halifax Road Site Access Arrangement
20005/GA/02 Rev D - Well House Lane Site Access Arrangement
2001.03 Rev H - Materials Layout
2001.06 Rev L - Boundary Treatment Plan
Landscape Masterplan (May 2021)
2001.B.01 Boundaries
2001.B.02 Boundaries
2001.B.03 Boundaries
2001.B.04 Boundaries
2001.B.05 Boundaries
2001.DG.01 - Garages
2001.SG.01 - Garages
2001.TG.01 - Garages

2001.TG.02 - Garages
2001.SG.02 - Garages
2001.ALD.01 - Alderney
2001.ALD.02.A - Alderney
2001.BRE.02.A - Brentford
2001.DENB.01 - Denby
2001.DENB.02.A - Denby
2001.DENF.01 - Denford
2001.ELL.01 - Ellerton
2001.ELL.02.A - Ellerton
2001.H403.01 - Imgleby
2001.H403.02.A - Imgleby
2001.H417.01 - Bradgate
2001.H417.02.A - Bradgate
2001.H421.01 - Winstone
2001.H421.02.A - Winstone
2001.H433.02.A - Cornell
2001.H433.01 - Cornell
2001.H442.01 - Kirkdale
2001.H442.02.A - Kirkdale
2001.H456.01 - Avondale
2001.H456.02.A - Avondale
2001.H469.01 - Holden
2001.H469.02.A - Holden
2001.H497.01 - Chetworth
2001.H497.02.A - Chetworth
2001.KINL.01 - Kinglsey
2001.KINL.02.A - Kinglsey
2001.KINV.02.A - Kingsville
2001.MAI.01 - Maidstone
2001.MAI.02.A - Maidstone
2001.MAR-1.01 - Marsham
2001.MAR-2.01 - Marsham
2001.MOR.01 - Moresby
2001.MOR.02 - Moresby
2001.MOR.03.A - Moresby
2001.MOR.04.A - Moresby
2001.P341.01 - Hadley
2001.P341.02 - Hadley
2001.P382.01 - Archford
2001.P382.02 - Archford
2001.SEBI.01 - Severn/Birtley
2001.SH50.02 - SH50
2001.T67.01 - Type 67
2001.T67.01.A - Type 67
2001.T69.01 - Type 69
2001.WIN.01 - Windermere
2001.WIN.02.A - Windermere
2001.WOO.02.A - Woodcote

Geo-environmental study ref: 18032/976 by Groundtech Consulting Ltd - dated 28th October 2019

unless required by any other conditions in this permission.

Reason: In the interests of the visual amenities of the locality in accordance with Local Plan Policy D1 High Quality Design and Place Making.

- 3 Prior to the commencement of development plans to show the following levels shall be submitted to and approved by the Local Planning Authority; finished floor levels of all buildings and structures; road levels; existing and finished ground levels. Where retaining walls are required, full details of the location, height, design and materials will be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall proceed in accordance with the approved details.

Reason: To enable the impact arising from need for any changes in level to be assessed and in accordance with Local Plan Policy D, High Quality Design and Place Making.

- 4 Notwithstanding the details indicated on the submitted drawings, no works whatsoever shall commence on site until a detailed scheme for the off-site highway works in association with the access to the site from Halifax Road, has been submitted to and approved in writing by the LPA. For the avoidance of doubt, these details shall include but not be limited to, measures to reduce vehicles speeds on the A629 Halifax Road between Hoylandswaine roundabout and the Huddersfield Road junction. The scheme as approved and the access shall be implemented in full before development commences. Reason: To ensure that the highway works are designed and constructed to an appropriate standard in the interest of highway safety in accordance with Local Plan Policy T4.

Reason: To ensure that the highway works are designed and constructed to an appropriate standard in the interest of highway safety in accordance with Local Plan Policy T4.

- 5 Plots 187-195, 104 and 397-402 shall be fitted with thermal double glazing, such as a configuration of 4mm pane / 12mm airgap / 4mm pane, to provide a minimum $R_w + C_{tr}$ of 27 dB and Tickle ventilators, which achieve a minimum performance of $D_{n,e,w} + C_{tr}$ 32 dB.

Reason: In the interests of residential amenity and to accord with Local Plan Policy Pol1.

- 6 No development or other operations being undertaken on site shall take place until the following documents in accordance with British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations have been submitted to and approved in writing by the Local Planning Authority:

Tree protective barrier details
Tree protection plan
Arboricultural method statement

Reason: To ensure the continued wellbeing of the trees in the interests of the amenity of the locality in accordance with Local Plan Policy D1.

- 7 Prior to commencement of development, full details of soft landscaping works including details of the species, positions and planted heights of proposed trees; together with details of the position and condition of any existing trees and hedgerows to be retained, along with a timetable for implementation which identifies features required to screen the development and provides them early in the construction process, shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall be implemented on accordance with the agreed scheme and timetable.

Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy D1 High Quality Design and Place Making.

- 8 All in curtilage planting, seeding or turfing comprised in the approved details of landscaping shall be carried out on each plot no later than the first planting and seeding season following the occupation of the individual dwellinghouse/s; and any trees or plants which die within a period of 5 years from first being planted, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.
Reason: In the interests of the visual amenities of the locality, in accordance with Local Plan policies GD1 'General Development' and D1 'High Quality Design and Place Making'.
- 9 A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any part thereof, whichever is the sooner, for its permitted use. The landscape management plan shall be carried out in accordance with the approved plan.
Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy BIO1 Biodiversity.
- 10 Upon commencement of construction works, details of electric vehicle electric vehicle charge points shall be submitted and approved in writing by the LPA. The EVCPs will have a minimum "Mode 3" (7 kW, 32 AMP) capability and shall be installed in accordance with the approved details prior to first occupation of the development and thereafter in accordance with the approved details.
Reason: To ensure the new residential units are provided with infrastructure that conforms with the requirements of LP Policy T3 - New Development and Sustainable Travel.
- 11 Upon commencement of development details of a scheme for secure and covered parking for bicycles for every dwelling without a garage shall be submitted to and agreed in writing by the LPA. The scheme as agreed shall be fully implemented before each dwelling is first occupied (or brought into use).
Reason: In interests of encouraging use of sustainable modes of transport in accordance with Local Plan Policy T3.
- 12 Prior to commencement of development, details of proposals to mitigate the air quality impact of the development (mitigation strategy) shall be submitted to and approved in writing by the Local Planning Authority, taking into account the mitigation proposals submitted by the applicant's air quality consultant within their assessment dated November 2018, reference LDP2246-001, along with the requirements of the Barnsley MBC Air Quality and Emissions Good Practice Planning Guidance. The development shall be undertaken in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.
Reason: In the interests of minimising the impact of the proposal on air quality in accordance with Local Plan Policy Poll1.
- 13 Prior to development commencing on the superstructure of any dwelling hereby approved details of measures to facilitate the provision of high speed full fibre broadband for the dwellings/development hereby permitted, including a timescale for implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
Reason: In order to ensure compliance with Local Plan Policy I1.

- 14 The site shall be developed with separate systems of drainage for foul and surface water on and off site.
Reason: In the interest of satisfactory and sustainable drainage in accordance with Local Plan Policy CC3.
- 15 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall, other than the existing local public sewerage, for surface water have been completed in accordance with details submitted to and approved by the Local Planning Authority.
Reason: To ensure that the site is properly drained and in order to prevent overloading, surface water is not discharged to the public sewer network in accordance with Local Plan Policy CC3.
- 16 No development shall take place unless and until full foul and surface water drainage details have been submitted to and approved in writing by the Local Planning Authority. Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented. The scheme shall be retained throughout the life of the development.
Reason: To ensure the proper drainage of the area in accordance with Local Plan Policy CC3.
- 17 No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water run-off limitation into the watercourse has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with an approved programme and details.
Reason: To prevent increased risk of flooding in accordance with Local Plan Policy CC3.
- 18 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order with or without modification), no building or structure shall be placed or erected within 3 metres of the Culverted Watercourse crossing the site.
Reason: To prevent damage to the existing Culverted Watercourse in accordance with Local Plan Policy CC3.
- 19 Development shall not commence until a construction methodology has been submitted to and approved in writing by the Local Authority in terms of measures to protect the rail network. The development shall thereafter be carried out in accordance with the approved construction methodology unless otherwise agreed in writing by the Local Planning Authority.
Reason: To protect the rail network in accordance with Local Plan Policy GD1.
- 20 Prior to commencement of development full details of the mitigation measures identified in the Ecological Survey(s) - Bat Activity Survey (Brooks Ecological, 10/06/2020) and Interim Breeding Bird Survey (Brooks Ecological, 12/05/2021) - including a timetable for their implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.
Reason: To conserve and enhance biodiversity in accordance with Local Plan Policy BIO1.

- 21 No development, including any demolition and groundworks, shall take place until the applicant, or their agent or successor in title, has submitted a Written Scheme of Investigation (WSI) that sets out a strategy for archaeological investigation and this has been approved in writing by the Local Planning Authority. The WSI shall include:

The programme and method of site investigation and recording.

The requirement to seek preservation in situ of identified features of importance.

The programme for post-investigation assessment.

The provision to be made for analysis and reporting.

The provision to be made for publication and dissemination of the results.

The provision to be made for deposition of the archive created.

Nomination of a competent person/persons or organisation to undertake the works.

The timetable for completion of all site investigation and post-investigation works.

Thereafter the development shall only take place in accordance with the approved WSI and the development shall not be brought into use until the Local Planning Authority has confirmed in writing that the requirements of the WSI have been fulfilled or alternative timescales agreed.

Reason: To ensure that any archaeological remains present, whether buried or part of a standing building, are investigated and a proper understanding of their nature, date, extent and significance gained, before those remains are damaged or destroyed and that knowledge gained is then disseminated in accordance with Local Plan Policy HE6.

- 22 No development shall be commenced until full engineering, drainage and street lighting and constructional details of the streets proposed for highway adoption have been submitted to and approved in writing by the LPA. The development shall, thereafter, be constructed in accordance with the approved details unless otherwise agreed in writing with the LPA.

Reason: To ensure that the internal streets are planned and approved in good time to a satisfactory standard for use by the public in the interests of highway safety in accordance with Local Plan Policy T4.

- 23 Before any dwelling is first occupied the roads and footways shall be constructed to binder course level from the dwelling to the adjoining public highway in accordance with details of a completion plan to be submitted and approved in writing by the LPA.

Reason: To ensure streets are completed prior to occupation and satisfactory development of the site in accordance with Local Plan Policy T4.

- 24 Prior to the first occupation of the development hereby permitted vehicular access and pedestrian/cyclist access shall be provided and thereafter retained in at the position shown on the approved plan and constructed in accordance with the BMBC highway specification. Arrangement shall be made for surface water drainage to be intercepted and disposed of separately so that it does not discharge from or onto the highway carriageway.

Reason: To ensure satisfactory access into the site and avoid the carriage of extraneous material or surface water from or onto the highway and in the interests of highway safety.

- 25 Notwithstanding the details indicated on the submitted drawings no works shall commence on site until a detailed scheme for the off-site highway works to support access to the site from Well House Lane, has been submitted to and approved in writing by the LPA with timescales for implementation to be agreed.

Reason: To ensure that the highway works are designed and constructed to an appropriate standard in the interest of highway safety in accordance with Local Plan Policy T4.

- 26 The gradient of the vehicular access shall not exceed 1 in 12 for the first 5m into the site as measured from edge of the adjacent carriageway.
Reason: In interests of the safety of persons using the access and users of the highway.
- 27 The gradient of individual vehicular accesses/driveways shall not exceed 1 in 12 as measured from the edge of adjacent carriageway. Reason: In the interests of the safety of persons using the access and users of the highway.
Reason: In interests of the safety of persons using the access and users of the highway in accordance with Local Plan Policy T4.
- 28 No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. The statement shall provide for:
- i. The parking of vehicles of site operatives and visitors
 - ii. Means of access and routing for construction traffic
 - iii. Loading and unloading of plant and materials
 - iv. Storage of plant and materials used in constructing the development
 - v. Measures to prevent mud/debris being deposited on the public highway.
- Reason: In the interests of highway safety in accordance with Local Plan Policy T4.**
- 29 No development shall take place until a survey of the condition of the adopted highway condition to be used by construction traffic has been submitted to and approved in writing by the LPA. The extent of the area to be surveyed must be agreed by the LHA prior to the survey being undertaken. The survey must consist of:
- i. A plan to a scale of 1:1250 showing the location of all defects identified
 - ii. A written and photographic record of all defects with the corresponding location references accompanied by a description of the extent of the assessed area and a record of the date, time and weather conditions at the time of survey.
- On completion of the development, a second condition survey of the adopted highway shall be carried out to identify defects attributable to the traffic associated with the development. It shall be submitted for the written approval of the Local Planning Authority. Any necessary remedial works shall be completed at the developer's expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.
- Reason: To ensure that any damage to the adopted highway sustained throughout the development process is identified and subsequently remedied at the expense of the developer in interests of highway safety in accordance with Local Plan Policy T4.**
- 30 No building or use hereby permitted shall be occupied until pedestrian visibility splays of 2 x 2m to the back edge of the footway / verge shall be provided at the proposed access (or drive). Nothing shall be erected, retained, planted and / or allowed to grow at or above a height of 0.6m to the rear of the footway/ verge which would obstruct the visibility splay. The visibility splay shall be maintained free of obstruction at all times thereafter for the lifetime of the development.
Reason: To ensure drivers have clear and unrestricted views of approaching pedestrians when pulling out onto the public highway, in the interest of highway safety.

- 31 Prior to the first occupation of the development hereby permitted a visibility splay shall be provided in full accordance with the details indicated on the approved plan. The splay shall thereafter be maintained at all times free from any obstruction exceeding 1m above the level of the adjacent highway carriageway.
Reason: In interests of highway safety in accordance with Local Plan Policy T4.
- 32 Prior to the first occupation of the development hereby permitted, the proposed accesses, driveways, on-site car and cycle parking, and turning shall be laid out in accordance with the approved plan. Driveways and vehicle parking areas accessed from the approved streets must be properly consolidated and hard surfaced and drained into the site and subsequently maintained in good working order at all times thereafter for the lifetime of the development.
Reason: To ensure that there are adequate parking facilities to serve the development which are constructed to an acceptable standard in accordance with Local Plan Policy T4.
- 33 No building or use hereby permitted shall be occupied until details of arrangements for the future management and maintenance of proposed carriageways, footways, footpaths and landscaped areas not put forward for adoption as maintainable at public expense within the site have been submitted to and approved in writing by the LPA. On occupation of the first dwelling (or building) within the site, the streets shall be maintained in accordance with the approved management and maintenance details.
Reason: To ensure that all private streets and landscaped areas are appropriately managed and maintained to ensure the safety of all users in accordance with Local Plan Policy T4.
- 34 The development hereby permitted shall not be commenced until an updated detailed Travel Plan has been submitted, approved and signed off by the LPA.
Reason: To ensure that the development offers a wide range of travel choices to reduce the impact of travel and transport on the environment in accordance with Local Plan Policy T3.
- 35 Upon commencement of development full details of the play equipment to be provided on site in accordance with the Types and Green Space Table (Dec 2020) shall be provided and agreed in writing by the Local Planning Authority. The development shall proceed in accordance with the approved details.
Reason: In accordance with Local Plan Policy GS1 and the accompanying Open Space Provision on New Housing Developments SPD.

Informative(s)

Pursuant to article 31(1)(cc) of the Town and Country Planning (Development Management Procedure) Order 2010 (as amended), the Local Planning Authority have, where possible, made a pre-application advice service available, complied with our Planning Service Charter for Business and otherwise actively engaged with the applicant in dealing with the application.

- 1 The proposed development lies within an area that has been defined by the Coal Authority as containing potential hazards arising from former coal mining activity at the surface or shallow depth. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and former surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of new development taking place.

It is recommended that information outlining how former mining activities may affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), is submitted alongside any subsequent application for Building Regulations approval (if relevant).

Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Coal Authority considers that the building over or within the influencing distance of a mine entry should wherever possible be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure that a suitable engineering design is developed which takes into account all the relevant safety and environmental risk factors, including mine gas and mine-water.

Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries

- 2 Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

If any coal mining features are unexpectedly encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848. Further information is available on the Coal Authority website at:

www.gov.uk/government/organisations/the-coal-authority

Informative Note valid from 1st January 2021 until 31st December 2022

- 3 The granting of planning permission does not in any way infer that consent of the landowner is given. Therefore the consent of all relevant landowners is required before proceeding with any development including that of the Council as landowner.

If it should transpire that the applicant does not own any of the land included in this consent then it is the responsibility of the applicant to seek all necessary consents and approvals of the landowner.

- 4 The granting of planning permission does not effect the status of species such as owls and bats which have protection under other legislation. These may be present, and it is the applicant's responsibility to seek advice on how to avoid damaging operations. Further advice can be obtained from the Countryside Unit in the Planning & Transportation Services, on 01226-772576, or directly from www.naturalengland.org.uk
- 5 The development hereby approved includes the carrying out of work on the adopted highway. You are advised that before undertaking this work you must enter into a highway agreement with the Council under S278 of the Highways Act, 1980, specifying the extent of works, the works, and the terms and conditions under which these are carried out. Fees are payable for the drafting of the agreement, approval of the highway details and inspection of the works. For more information or to apply, please contact Highways Development Control at email HighwaysDC@barnsley.gov.uk or call to 01226 773555.
- 6 Whilst no information is given at this stage about the method of disposal of highway drainage, I am mindful of restrictions on surface water disposal and the emphasis on the use of sustainable solutions. The use of a soakaway system has to be located outside the carriageway and at least 5m from any building which may affect the layout shown. It should be noted that a commuted sum to be used towards the future maintenance costs of each highway drain soakaway, shall be agreed with and paid to the Council, prior to the issue of the Part 2 Certificate.
Agreement should be sought for all pipes, culverts, water attenuation tanks or similar greater than 900mm that are proposed to be placed beneath the area to be defined as public highway. All drainage installed under the Highway is to be adopted by the sewerage undertaker or, in the case of highway drainage, the Local Highway Authority.
Street lighting design and installation is undertaken by the Local Highway Authority. There is a fee payable for this service and the applicant should make contact with the authorities Street Lighting Team, Tel 01226 770770. Email. Streetlightingdesign@barnsley.gov.uk as soon as possible.
- 7 Access arrangements including shared private drives should conform to Approved Document B Volume 1 Part B5 Sect. 13. They should be constructed to withstand a minimum carrying capacity of 26 Tonnes without deflection.
- 8 Fees associated with the required condition survey together with any necessary remedial works and any relevant s278 agreement are to be borne by the developer. The applicant should make contact with Highways Development Control, Tel. 01226 772033/772170. Email. HighwaysDC@barnsley.gov.uk for further information prior to commencement.
- 9 With regards to condition 19 it is recommended that consultations are carried out with the Assett Project Manager at Network Rail in formulating the required construction methodology.

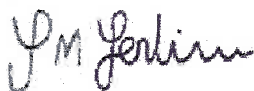
Please be aware that the Council monitors construction sites and open land within the vicinity of such sites in an attempt to prevent fly tipping (i.e. unauthorised deposit of waste on land), which is illegal under the Environmental Protection Act 1990. The penalties for fly-tipping can include:

- a fine of up to £50,000 and*
- up to six months imprisonment on conviction.*

Therefore, if necessary, please ensure that all demolition waste and waste associated with the construction of any development is disposed of via approved methods and that documents are retained to prove this.

Signed

Dated 23/07/2021



Joe Jenkinson
Head of Planning and Building Control

The grant of this consent does not constitute or imply permission, approval or consent by the Local Authority for any other purpose.

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NOTES:

Appeals to the Secretary of State

If you are aggrieved by the decision of the Council to grant permission for the proposed development subject to conditions then you can appeal to the Secretary of State for the Environment, Transport and Regions under Section 78 of the Town and Country Planning Act. If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, Room 3/24 Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions giving under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment, Transport and Regions refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act 1990.

Compensation

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference to the application to him. These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.