

Dated 1 December 2025

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

W.REDMILE & SONS LTD

DEED

**Pursuant to Section 111 Local Government Act 1972 (as amended) in relation to Land
at Land off Goldthorpe Road, Goldthorpe, Rotherham**

**Head of Legal Services[,]
Barnsley Metropolitan Borough Council
Town Hall, Barnsley, S70 2TA**

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This Deed is made on

1 December

2025

Between

- (1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall Church Street
Barnsley S70 2DR of (hereinafter referred to "the Council"); and
- (2) **W.REDMILE & SONS LTD** (Co. Regn. No 00423263) whose registered address
is Unit 15 Renishaw Business Park, Ravenshorn Way, Renishaw, South Yorkshire,
England, S21 3WY (hereinafter referred to as "the Developer")

Whereas

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country
Planning Act 1990 for the area within which the Land is situated and is the authority.
- (B) The Council is the owner of an estate in fee simple absolute in possession of the Land
under freehold title numbers SYK518742 and SYK620350.
- (C) The Developer is desirous to acquire from the Council the Land.
- (D) The Developer submitted the Planning Application to the Council for permission to
carry out the Development.
- (E) Planning permission was refused but was granted on Appeal.

This Deed is made in pursuance of Section 111 of the Act and witnesses as follows

1. **DEFINITIONS AND INTERPRETATION**

1.1. The definitions and rules of interpretation shall apply as follows:-

Act

the Local Government Act 1972 (as
amended)

Appeal

the appeal against the refusal to grant
planning permission for the Development
submitted to the Planning Inspectorate under
reference APP/R4408/W/25/3370948

Development	means erection of 106 dwellings and associated works including provision of access, public open space and landscaping
Land	all that freehold property known as the former Dearne Valley High School site, Goldthorpe Road, Goldthorpe, Rotherham, as more particularly described in the definition of 'the Property' in an agreement for sale dated 11 April 2022 made between (1) the Council and (2) the Developer
Plan	the plan which is annexed to this Deed
Planning Agreement	the Agreement in the form of that appended to the Schedule hereto to be duly entered into with the Council pursuant to the terms of Section 106 of the Town and Country Planning Act 1990 (as amended)
Planning Application	the application (including plans and drawings) submitted by the Developer to the Council for permission to carry out the Development (reference: 2022/0420)
Planning Permission	the planning permission granted by the Planning Inspectorate pursuant to the Appeal

2. **INTERPRETATION**

- 2.1. Reference to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations.
- 2.2. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 2.3. Reference to a clause or schedule shall unless the context otherwise admits be a reference to a clause or schedule of this Deed.

3. **COMMENCEMENT AND LEGAL EFFECT**

The provisions hereof shall take effect on the date hereof.

- 3.1. Save as provided for by this Deed nothing in this Deed shall be treated as giving rise to any rights or to third parties under the Contracts (Rights of Third Parties) Act 1999.
- 3.2. If any provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.
- 3.3. If the Planning Permission expires through operation of law or is otherwise quashed or revoked such that it may no longer be implemented this Deed shall forthwith determine and cease to have effect.

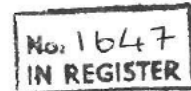
4. **COVENANTS**

- 4.1. This agreement is entered into pursuant to the powers contained in Sections 111 of the Local Government Act 1972 and 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.
- 4.2. The Developer hereby covenants to enter into the Planning Agreement in the form of that appended to the Schedule hereto on the date that it acquires the Land from the Council and not to implement the Planning Permission until the Planning Agreement has been executed by the Developer.
- 4.3. The Council hereby covenants as follows:
 - 4.3.1. to issue the Planning Permission on the date hereof or as soon as reasonably practicable thereafter;
 - 4.3.2. to enter into the Planning Agreement with the Developer on the date that it disposes of the Land to the Developer in the form of that appended to the Schedule hereto.

THE COMMON SEAL of BARNESLEY
METROPOLITAN BOROUGH

COUNCIL was hereunto affixed to this

Deed in the presence of:-



Authorised Signatory:

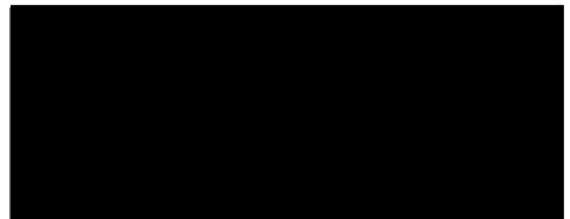
Print name:



EXECUTED as a **DEED** by
W.REDMILE & SONS LTD

acting by a Director:

Director:



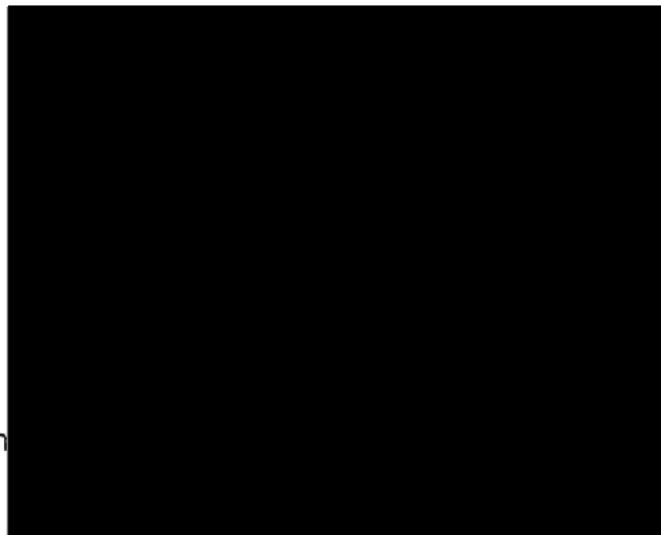
in the presence of;

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



SCHEDULE

S106 AGREEMENT

Dated

1 December

2025

**Deed of Agreement made pursuant to Section 106 of the Town and Country Planning Act
1990**

Land off Land off Goldthorpe Road, Goldthorpe, Rotherham

(1) BARNSELY METROPOLITAN BOROUGH COUNCIL

AND

(2) W REDMILE & SONS LTD

Application Reference: 2022/0420

PINS Reference: APP/R4408/W/25/3370948

DATE 1 December 2025

PARTIES

- (1) **BARNESLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA as the local planning authority (the “**Council**” and the “**Owner**”).
- (2) **W.REDMILE & SONS LTD** (Co. Regn. No 00423263) whose registered address is Unit 15 Renishaw Business Park, Ravenshorn Way, Renishaw, South Yorkshire, England, S21 3WY (the “**Developer**”).

BACKGROUND

- (A) By virtue of section 1 of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations hereby created are enforceable.
- (B) The Owner is the proprietor of the freehold title to the Site which is registered in part at the Land Registry under Title Numbers SYK518742 and SYK620350.
- (C) The Developer is the proprietor of the freehold title to the Site which is registered at the Land Registry under title numbers SYK317341 and SYK664421.
- (D) The Developer has submitted the Application to the Council for planning permission for the Development.
- (E) The Appeal was lodged on behalf of the Developer against the Council's refusal of the Application on 12 June 2025.
- (F) The Council enters into this Deed in its capacity as both the local planning authority for the area in which the Site is situated and as the Owner of the land edged red on the Council-Owned Land Plan annexed at Schedule 1 in this Deed for the purpose of binding the legal estate in that land to the obligations set out herein but does not covenant to perform any obligations in respect of the Council-Owned Land.
- (G) The Developer does not currently have a legal or equitable interest in all of the land comprising the Site. The Developer agrees that the planning obligations contained in this Deed shall become binding upon it in respect of the Council-Owned Land upon its acquisition of the legal and equitable interests in the Council-Owned Land.
- (H) The parties have agreed to enter into this Deed in order to secure (subject to the terms and conditions of this Deed) the planning obligations herein.
- (I) The parties have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) and agree the planning obligations it contains are: (i) necessary to make the Development acceptable in planning terms; (ii) directly related to the Development; and (iii) fairly and reasonably related in scale and kind to the Development.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following expressions shall have the following meanings:

1990 Act	the Town and Country Planning Act 1990.
Agreed Price	means the sum of £25,000.00 (twenty five thousand pounds) Index Linked per required biodiversity unit;
Appeal	means the appeal PINS Reference No. APP/R4408/W/25/3370948 lodged on behalf of the Developer against the Council's refusal of the Application on 12 June 2025;
Application	the application for planning permission for the Development (allocated reference number 2022/0420) which was refused by the Council, but subsequently appealed to the Planning Inspectorate.
"Approved BEMP" and "Approved Supplementary BEMP"	means a BEMP approved in writing by the Council in accordance with the provisions of Schedule 3.
BEMP	means a Biodiversity Ecological Management Plan to be prepared by the Owner which relies on a detailed ecological assessment and is agreed in writing by the Council in accordance with paragraph 1.1 of Schedule 3, incorporating the following detail; (i) short, medium and long term aims and objectives to achieve the Required Biodiversity Gain; (ii) a scheme of works (including a timetable for implementation) and or measures which are designed to secure the delivery of Biodiversity Gain or Compensation Works; (iii) management responsibilities; and maintenance schedules for any Compensation Works; (iv) a scheme to monitor whether the Biodiversity Gain has been delivered in accordance with the BEMP with monitoring reports to the Council at stated intervals; and (v) ownership and or contractual arrangements to ensure that the delivery of the requirements of the BEMP are secured throughout the 30-year statutory period as required at this date by section 100(2)(b) of the Environment Act 2021.
Biodiversity Gain	means a measurable improvement in biodiversity value resulting from the Development, calculated in accordance with the DEFRA Statutory Biodiversity Metric or any subsequent version, and delivered in accordance with the statutory biodiversity gain condition under the Environment Act 2021.
Biodiversity Gain Site Register	means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations.

Biodiversity Net Gain Contribution	the sum of £284,000 (two hundred and eighty four thousand pounds) Index Linked to be paid by the Developer to the Council and to be used by the Council towards the provision of and/or improvement of biodiversity net gain the Council's administrative area.
Biodiversity Shortfall	means the extent to which the Required Biodiversity Gain is not met by the BEMP as determined by the Council in the Approved BEMP or where applicable in the Approved Supplementary BEMP
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term "material operation" shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly.
Compensation Works	means ecological measures undertaken to offset residual biodiversity losses resulting from the Development, where Biodiversity Gain cannot be fully achieved on-site or through other approved measures. Such works must be: • based on a detailed ecological assessment; • agreed in writing by the Council; • quantified using the Statutory Biodiversity Metric (or any subsequent version approved by DEFRA); • secured through legally binding arrangements; and • maintained and monitored for a minimum period of 30 years.
Contributions	collectively the Biodiversity Net Gain Contribution, the Education Contribution, the Off Site Open Space Contribution and the Sustainable Travel Contribution.
Council-Owned Land	the land edged red on the 'Council-Owned Land Plan' and registered under title numbers SYK518742 and SYK620350.
Council-Owned Land Plan	the plan marked 'Council-Owned Land Plan' and attached to this agreement at Schedule 1.
Decision Letter	The letter issued by the Inspector or the Secretary of State determining the Appeal.
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England.

Development	the residential development of 106 dwellings and associated works including provision of access, public open space and landscaping,
Dwelling	a residential unit that may be built on the Site pursuant to the Planning Permission and the term Dwellings shall be construed accordingly.
Education Contribution	the sum of £608,000 (six hundred and eight thousand pounds) Index Linked to be paid by the Developer to the Council and to be used by the Council towards the provision of and/or improvements to educational provision, facilities and places in accordance with the Councils SPD Financial Contributions to Schools or any replacement thereof.
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute.
GIS Evidence	means spatial data and mapping outputs generated using Geographic Information Systems (GIS) that demonstrate: a) Habitat location and extent: accurate mapping of habitat parcels, including boundaries and coordinates; b) Habitat condition: spatial overlays or annotations showing condition assessments based on ecological surveys; c) Habitat management activities: georeferenced records of management interventions (e.g., planting, mowing, invasive species removal); and d) Temporal changes: comparative maps showing habitat changes over time, supporting monitoring and compliance.
Index Linked	increased in accordance with the following formula: (a) Amount payable = the payment specified in this Deed x (A/B) where: (b) A = the figure for the Retail Price Index published by the Office for National Statistics that applied in the month two months immediately preceding the date the payment is due; and (c) B = the figure for the Retail Price Index published by the Office for National Statistics that applied in the month two months prior to the date of this Deed.
Inspector	An inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6 of the 1990 Act.
Monitoring Contribution	The sum of £5,000.00 (Five Thousand Pounds) to be paid by the Developer to the Council under paragraph 1.15 of Schedule 3 of this Deed to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the Developer's obligations under this Deed in respect of the BEMP.

Monitoring Report	A report prepared and submitted by a qualified ecologist to the Council, documenting the implementation and ongoing management of the Approved Biodiversity Enhancement and Management Plan (BEMP) and/or any Approved Supplementary BEMP in accordance with Schedule 3.
Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out, decoration, marketing, display or security operations and the term Occupy and Occupied shall be construed accordingly.
Off Site Open Space Contribution	the sum of £101,399.31 (one hundred and one thousand three hundred and ninety nine pounds and 31 pence) Index Linked to be paid by the Developer to the Council and to be used by the Council towards the provision of and/or improvements of off site open space sites in accordance with the Council's Supplementary Planning Document "Open Space provision on New Housing Developments" adopted May 2019 (or any replacement thereof).
Planning Obligations	the obligations, conditions and stipulations set out at Schedule 2, Schedule 3 and Schedule 4 of this Deed and the term Planning Obligation shall be construed accordingly.
Planning Permission	a planning permission permitting the Development granted by the Planning Inspectorate on appeal substantively in the form attached as at Schedule 2 of this Deed.
Practical Completion	means either: (a) 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 (b) the issue of a Buildmark cover note in relation to a Dwelling by the National House-Building Council or such cover note of similar effect from an alternative warranty provider and Practically Completed shall be construed accordingly;
Reduced Biodiversity Contribution	as defined in Schedule 3 paragraph 1.8.
Required Biodiversity Gain	means 11.36 biodiversity units (based on the Development), calculated in accordance with the DEFRA Statutory Biodiversity Metric or any subsequent version which it is agreed between the Developer and the Council would provide net gain for biodiversity based on the Development
Secretary of State	The Secretary of State for Housing, Communities and Local Government or any substitute or any Inspector appointed by them.

Site	all that Site known as Land off Goldthorpe Road, Goldthorpe, Rotherham shown edged red on the Site Plan.
Site Plan	the plan marked 'Site Plan' and attached to this agreement at Schedule 1.
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking.
Supplementary BEMP	means a BEMP in relation to land outside the Site, but within the administrative area of the Council
Sustainable Travel Contribution	the sum of £79,500 (seventy nine thousand five hundred pounds) Index Linked to be paid by the Developer to the Council and to be used by the Council towards sustainable travel improvements the need for which is required in order to mitigate the impacts arising from the Development.
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

- 1.2 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Any words denoting natural persons shall include legal persons and vice versa.
- 1.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed.
- 1.6 The expression Owner shall include their successors in title and assigns.
- 1.7 The expression Council shall include any successor authority to its statutory functions under the 1990 Act.
- 1.8 The expression Developer shall include any person deriving title or interest from the Developer in respect of the parcels in which the Developer holds or acquires a legal interest.
- 1.9 Where a party includes more than one person any obligations of that party shall be joint and several.
- 1.10 Clause headings shall not affect the construction of this Deed.
- 1.11 Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUTORY BASIS

- 2.1 This Deed secures planning obligations made pursuant to section 106 of the 1990 Act and is enforceable pursuant to section 106(3) of the 1990 Act against the Developer and

any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Developer as if that person had been an original covenanting party to this Deed.

2.2 This Deed is enforceable by the Council as local planning authority for the purposes of the 1990 Act.

2.3 To the extent that the covenants, restrictions and requirements in this Agreement are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3. CONDITIONS PRECEDENT

3.1 This Deed is conditional upon and does not become effective unless and until the Planning Permission is granted and the Commencement of Development has taken place.

4. COVENANTS & DECLARATIONS

4.1 The Developer (and, subject to clause 5, their respective successors in title and assigns) covenants with the Council to comply with the Planning Obligations in this Deed at Schedule 2, Schedule 3, and Schedule 4, but for the avoidance of doubt, the Developer shall not be liable under the provisions of this Deed unless and until it acquires the part of the Site known as the Council-Owned Land or any part thereof and in the event that the Developer only acquires part of the Site, its obligations, rights and duties under this Deed shall be limited exclusively to that part of the Site.

4.2 The Council covenants with the Developer to comply with the obligations on the Council in this Deed at Schedule 5.

4.3 The Developer hereby acknowledges that its interest in the Site is bound by the covenants, restrictions and obligations in this Deed.

5. EXCLUSIONS AND RELEASE

5.1 No party shall be bound by the terms of this Deed or be liable for the breach of any Planning Obligation:

5.1.1 after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);

5.1.2 if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or

5.1.3 if that party is an owner, occupier, chargee or mortgagee of an individual Dwelling.

5.2 If the Planning Permission:

5.2.1 expires before the Commencement of Development; or

5.2.2 is quashed by a court; or

5.2.3 is at any time revoked or modified (without the consent of the Owner or the Developer) pursuant to Part IV of the 1990 Act

this Deed shall determine and cease to have effect.

- 5.3 Save as provided for in clause 5.1.3 above, no obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or over any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it shall also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6. REGISTRATION

- 6.1 This Deed is a local land charge and shall be registered as such by the Council.

- 6.2 Following either:

6.2.1 the performance and satisfaction of all the Planning Obligations contained in this Deed; or

6.2.2 the determination of this Deed in accordance with Clause 5.2;

the Council shall upon the written request of the Developer as soon as reasonably practicable effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7. NON-FETTER AND WAIVER

- 7.1 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.

- 7.2 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

- 7.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

8. SECTION 73 OF THE 1990 ACT

If an application is made under section 73 of the 1990 Act in respect of the Planning Permission to carry out the Development without complying with a condition or conditions to which the Planning Permission is subject (a S73 Application) then in the event that the Council is minded to approve such S73 Application:

- (a) if the Council considers that the Planning Obligations contained in this Deed are both sufficient and necessary to make the development proposed by such S73 Application acceptable in planning terms then references to Planning Permission in this Deed shall be deemed to also be references to that new planning permission and the Parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission without the need for a further deed to be made pursuant to section 106 of the 1990 Act; or
- (b) if the Council considers that additional or modified planning obligations are necessary to make the development proposed by such S73 Application acceptable in planning terms then for the avoidance of doubt nothing in this Clause 8 shall fetter the Council's ability in the exercise of its proper planning

judgment to require the completion of such further deed made pursuant to section 106 of the 1990 Act as it considers necessary and in such case Clause 8(a) shall be disregarded.

9. INTEREST

If any sum or amount has not been paid to the Council by the date it is due then the sum payable shall attract interest on that sum or amount at the Default Interest Rate and such interest shall accrue on a daily basis for the period from the due date to and including the actual date of payment.

10. INDEXATION

10.1 All Contributions payable to the Council shall be Index Linked.

10.2 Where reference is made in this Deed to an index, and that index ceases to exist or is replaced or rebased, then such reference shall be deemed to include any replacement or rebased index or, in the event the index is not replaced, to such alternative reasonably comparable index as the Council shall advise the Developer in writing.

11. VAT

All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

12. SEVERANCE

If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

13. CHANGE OF OWNERSHIP

The Developer agrees with the Council to give the Council written notice within 10 Working Days of any change in proprietorship of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan PROVIDED THAT this obligation shall not apply to a disposal of a Dwelling.

14. NOTIFICATION

14.1 Any notice, request, demand or other written communication to be given or served under this Deed must be in writing and must be:

14.1.1 delivered by hand; or

14.1.2 sent by pre-paid first class post or other next working day delivery service.

14.2 Any notice, request, demand or other written communication to be given or served under this Deed must be sent to the relevant party as follows:

14.2.1 to the 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 2022/0420

14.2.2 to the Developer at the address given at the start of this deed

at or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with Clause 14.

14.3 Any notice, request, demand or other written communication given or served in accordance with Clause 14.1 or Clause 14.2 shall be deemed to have been received:

14.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9.00 am on the next Working Day; or

14.3.2 if sent by pre-paid first class post or other next working day delivery service, on the second Working Day after posting.

14.4 A notice, request, demand or other written communication given under this deed shall not be validly given if sent by e-mail.

14.5 This Clause 14 does not apply to the service of any proceedings or other documents in any legal action.

15. DISPUTE RESOLUTION

15.1 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

15.2 Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

15.3 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

15.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 15.2 above, shall be appointed or identified by the following persons:

- (a) in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
- (b) in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
- (c) in the case of any other dispute the President of the Bar Council.

15.3.2 the Expert shall act as an expert and not as an arbitrator

15.3.3 the Expert shall be required to give notice of their appointment to each of the parties (Expert's Notice) and thereafter:

- (a) the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;

- (b) the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;
 - (c) the Expert may disregard any representations made out of this time; and
 - (d) the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time;
 - (e) to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination
- 15.3.4 the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
- 15.3.5 the Expert's decision shall be in writing and shall give reasons for the decision; and
- 15.3.6 each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 15.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- 15.4.1 either party may apply to the relevant body as per clause 15.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 15.4.2 this clause 15 shall apply to the new Expert as if they were the first Expert appointed.

16. EFFECT OF APPEAL DECISION ON PLANNING OBLIGATIONS

If an Inspector or the Secretary of State in their Decision Letter conclude that any of the Planning Obligations are incompatible with Regulation 122 of the CIL Regulations and expressly states in their Decision Letter that they attach no weight to that Planning Obligation in determining the Appeal then the relevant Planning Obligation shall from the date of the Decision Letter immediately cease to have effect and the Developer shall be under no obligation to comply with that Planning Obligation but the remaining Planning Obligations shall remain in full force and effect.

17. THIRD PARTY RIGHTS

No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 PROVIDED THAT this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Site.

18. COSTS

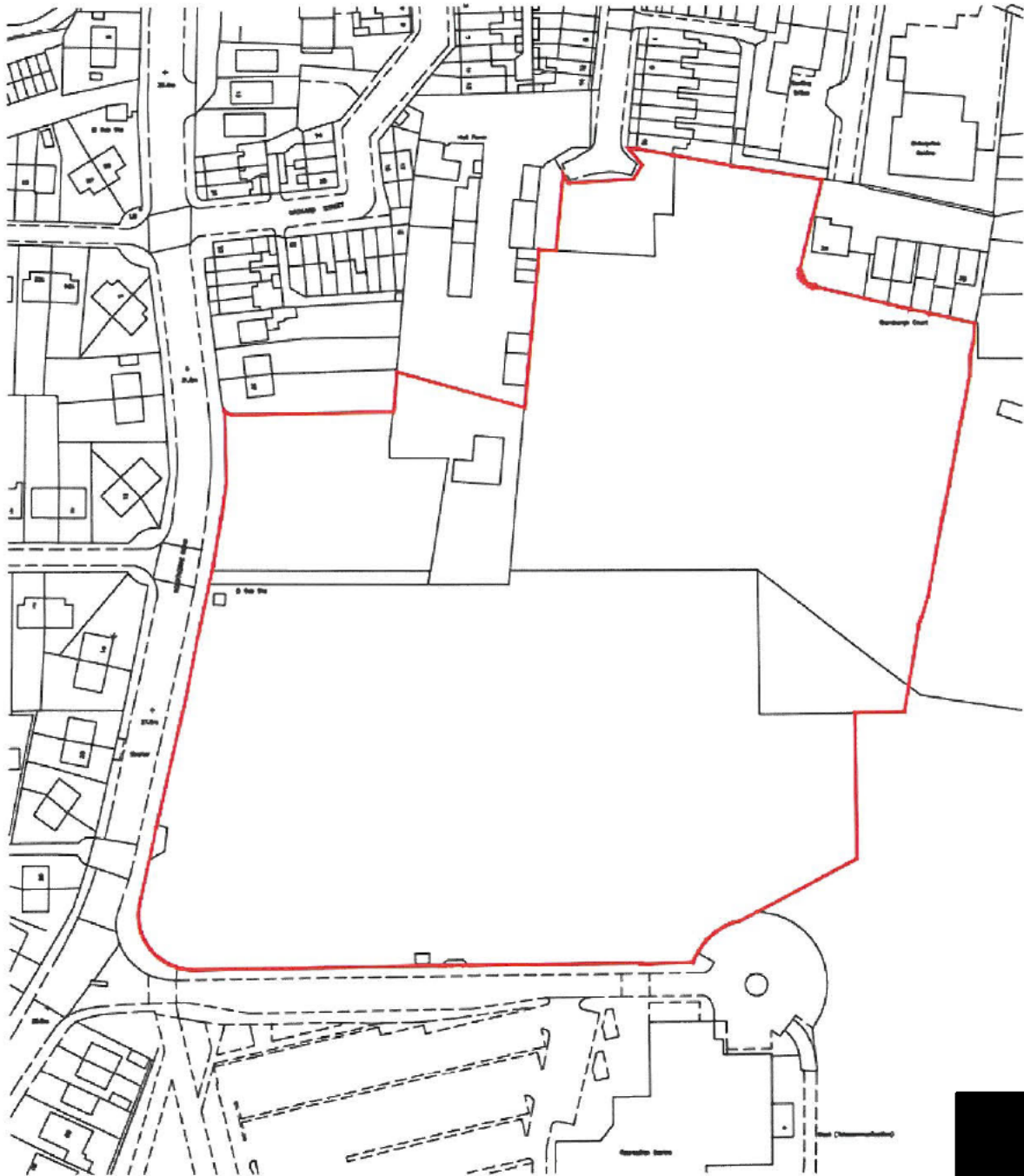
The Developer shall on (or prior to) the date hereof pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed in the sum of £1,500.00.

19. JURISDICTION

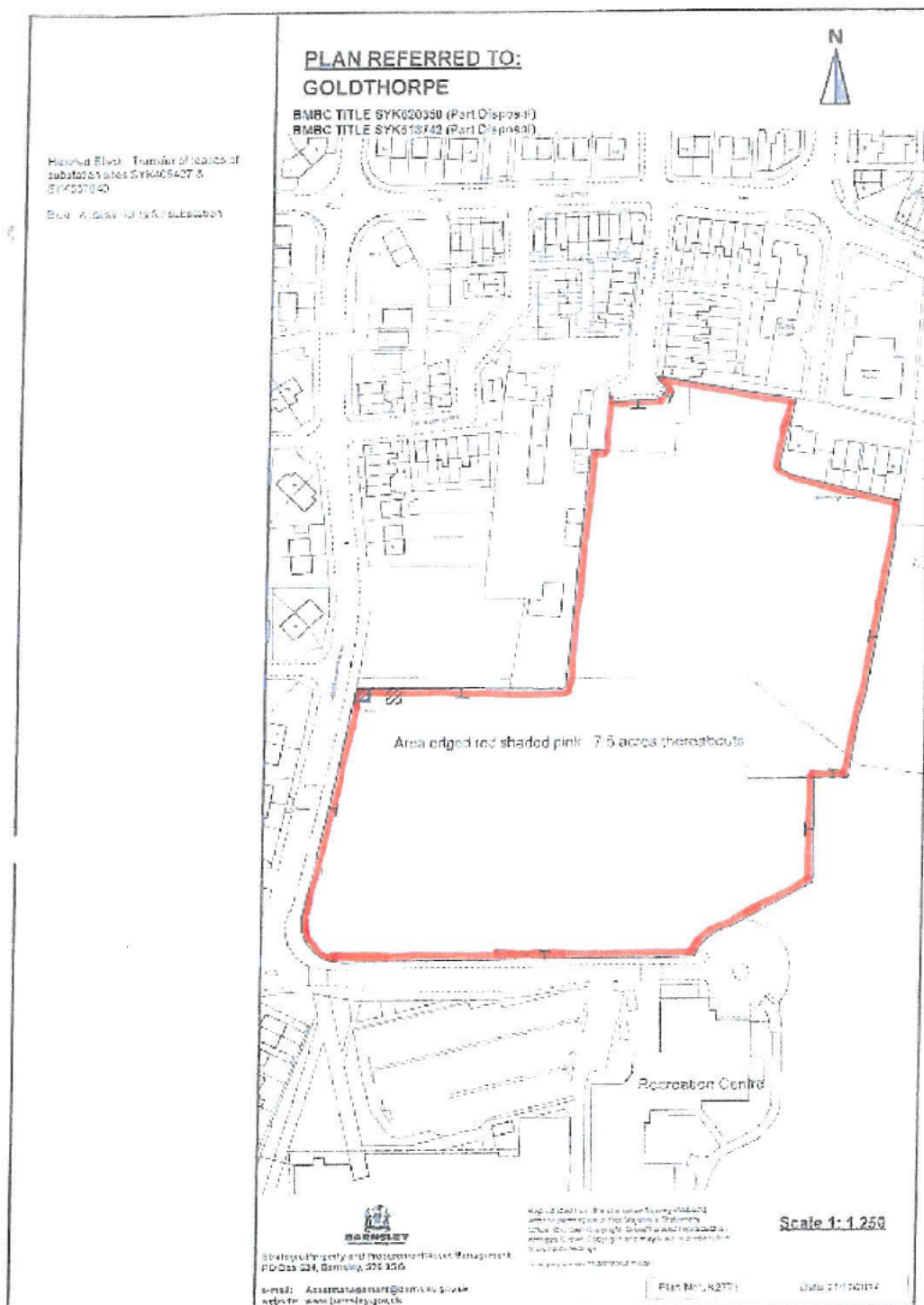
This Deed is governed by and interpreted in accordance with the law of England and Wales and (save as provided for in clause 15) the parties submit to the exclusive jurisdiction of the courts of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Site Plan



Council-Owned Land Plan



SCHEDULE 2

Draft form of Planning Permission

SCHEDULE 3

1. BIODIVERSITY

- 1.1 Prior to the Commencement of Development the Developer shall submit to the Council either;
 - 1.1.1 a draft BEMP designed to achieve Required Biodiversity Gain for the Council's approval (such approval not to be unreasonably withheld or delayed), or
 - 1.1.2 a written explanation shall be given why a BEMP cannot be submitted and be approved by the Council.
- 1.2 The Council agrees that the BEMP may include measures to achieve the Required Biodiversity Gain through works or actions undertaken off-site, provided that:
 - 1.2.1 such off-site measures are supported by appropriate legal mechanisms (including, where applicable, Section 106 obligations or conservation covenants) to secure their delivery and maintenance for a minimum period of 30 years;
 - 1.2.2 the off-site measures are identified in the BEMP and are sufficient to meet the Required Biodiversity Gain as defined in this Agreement; and
 - 1.2.3 the off-site measures are registered on the Biodiversity Gain Site Register (or any successor register) in accordance with applicable legislation and guidance.
- 1.3 In the case of paragraph 1.1.2 above or if the Approved BEMP does not fully meet the Required Biodiversity Gain as determined by the Council acting reasonably and expressed in its approval of the BEMP then the Developer shall, within 30 Working Days of receipt of the Council's approval under paragraphs 1.1.1 or 1.1.2 above submit either:
 - 1.3.1 a draft Supplementary BEMP to the Council for its approval setting out how the Biodiversity Shortfall is to be addressed and the Required Biodiversity Gain achieved on land within the Supplementary BEMP (such approval not to be unreasonably withheld or delayed); or
 - 1.3.2 written explanation why a Supplementary BEMP cannot be submitted and be approved by the Council.
- 1.4 If the Approved Supplementary BEMP does not fully meet the Required Biodiversity Gain as determined by the Council acting reasonably and expressed in its approval of the Supplementary BEMP then in accordance with paragraph 1.2 then the Developer may within 30 Working Days of receipt of the Council's approval under paragraph 1.3.1 submit a further Supplementary BEMP and this process may be repeated no more than two additional times (resulting in a maximum of three total submissions of Supplementary BEMPs) in order to obtain an Approved Supplementary BEMP that fully meets the Required Biodiversity Gain as determined by the Council acting reasonably.
- 1.5 The Developer undertakes to implement the Approved BEMP or, in substitution where relevant, the final Approved Supplementary BEMP.
- 1.6 If the Approved BEMP and/or an Approved Supplementary BEMP does not fully meet the Required Biodiversity Gain as determined by the Council, then the Developer shall pay the Reduced Biodiversity Contribution to the Council in accordance with paragraphs 1.8 to 1.9 (inclusive) of this Schedule.

- 1.7 Notwithstanding the foregoing paragraph 1.6, if there is an Approved BEMP or Approved Supplementary BEMP in place that fully meets the Required Biodiversity Gain as determined by the Council acting reasonably by the time that the first Dwelling has reached Practical Completion, then the Owner shall not be required to pay the Biodiversity Contribution.
- 1.8 The Biodiversity Net Gain Contribution shall (where applicable) be reduced pro rata, at the Agreed Price, by the number of biodiversity units that are to be delivered as identified in the Approved BEMP and/or the Approved Supplementary BEMP (the "Reduced Biodiversity Contribution").
- 1.9 The Developer shall not allow or permit the Occupation of more than 50% of the Dwellings until the Biodiversity Net Gain Contribution (or, in substitution if relevant, the Reduced Biodiversity Contribution) has been paid to the Council.
- 1.10 Save for where the payment of a full Biodiversity Net Gain Contribution falls to be paid, no Dwellings shall be Occupied until there is an Approved BEMP which alone or together with an Approved Supplementary BEMP meets all or some of the Required Biodiversity Gain;
- 1.11 Where a BEMP or Supplementary BEMP is submitted to the Council the Council shall give notice of its approval or rejection as soon as reasonably practicable after its receipt and in the event of its rejection set out the reasons for rejection and indicate the measures required to produce an acceptable submission
- 1.12 The Developer shall procure that a qualified ecologist prepares and submits to the Council a Monitoring Report in respect of the implementation and ongoing management of the Approved BEMP and/or any Approved Supplementary BEMP.
- 1.13 The Monitoring Report shall be submitted:
 - 1.13.1 annually for a period of 30 years from the date of Practical Completion of the final Dwelling; and
 - 1.13.2 in accordance with any additional reporting frequency reasonably required by the Council.
- 1.14 Each Monitoring Report shall include:
 - 1.14.1 confirmation of the biodiversity units delivered to date;
 - 1.14.2 assessment of compliance with the Approved BEMP and/or Approved Supplementary BEMP;
 - 1.14.3 identification of any remedial actions required to maintain or enhance biodiversity outcomes; and
 - 1.14.4 photographic and/or GIS Evidence of habitat condition and management.
- 1.15 The Developer shall pay to the Council the Monitoring Contribution to cover the reasonable and properly incurred costs of monitoring compliance with the Approved BEMP and/or any Approved Supplementary BEMP, including but not limited to the review of Monitoring Reports, site inspections, ecological assessments, and administrative oversight.
- 1.16 The Monitoring Contribution shall be payable prior to the Commencement of Development, or at such other time as agreed in writing by the Council.

- 1.17 The Developer shall implement any remedial actions identified in the Monitoring Report as being reasonably required within 60 Working Days of notification to do so by the Council.
- 1.18 If the Developer fails to implement the Approved BEMP or any Approved Supplementary BEMP in accordance with the terms of this Agreement, the Council may (but shall not be obliged to) serve written notice requiring compliance within 30 Working Days.
- 1.19 If the Developer fails to comply with such notice, the Council shall be entitled (but not obliged) to:
- 1.19.1 enter any part of the Site, including built and unbuilt areas, for the purposes of carrying out any works necessary to implement the Approved BEMP or Approved Supplementary BEMP; and
- 1.19.2 carry out such works as are reasonably necessary to implement the Approved BEMP or Approved Supplementary BEMP, provided that such works are confined to areas of the Site not built upon or developed, unless otherwise agreed in writing by the Developer.
- 1.20 Access to built or developed parts of the Site under paragraph 1.18 shall be solely for the purposes of monitoring compliance with biodiversity obligations or inspecting biodiversity features integrated into the built environment and shall not unreasonably interfere with the Developer's operations or the rights of lawful occupiers.
- 1.21 The Developer shall indemnify the Council for all reasonable and properly incurred costs, expenses, and liabilities arising from the Council's exercise of its rights under paragraph 1.19.
- 1.22 The Council shall use reasonable endeavours to minimise disruption to the Development and shall notify the Developer of any works undertaken pursuant to paragraph 1.19.

SCHEDULE 4

Financial Contributions

1. EDUCATION CONTRIBUTION

- 1.1 The Developer shall pay £304,000 (three hundred and four thousand pounds) being 50% of the Education Contribution to the Council prior to the Commencement of the Development and shall pay the balance of £304,000 (three hundred and four thousand pounds) prior to the Occupation of more than 53 of the Dwellings.

2. SUSTAINABLE TRAVEL CONTRIBUTION

- 2.1 The Developer shall pay the Sustainable Travel Contribution prior to the Commencement of the Development and shall not commence the Development until the Sustainable Travel Contribution has been paid to the Council.

3. OFF SITE OPEN SPACE CONTRIBUTION

- 3.1 The Developer shall pay the Off Site Open Space Contribution to the Council prior to the Commencement of the Development and shall not commence the Development until the Off Site Open Space Contribution has been paid to the Council.

SCHEDULE 5

Council's Covenants

1. The Council shall issue separate receipts on request for any sum paid to it under this Deed;
2. The Council shall place the Contributions in an interest bearing account or in separate accounts as the Council shall at its discretion decide.
3. The Council shall not:
 - 3.1 apply the Biodiversity Net Gain Contribution or any part thereof to anything other the provision of and/or improvement of biodiversity net gain the Council's administrative area;
 - 3.2 apply the Education Contribution or any part thereof to anything other than the provision of and/or improvements to educational provision, facilities and places in accordance with the Councils SPD Financial Contributions to Schools or any replacement thereof;
 - 3.3 apply the Off Site Open Space Contribution or any part thereof to anything other than the provision of and/or improvements of off site open space sites in accordance with the Council's Supplementary Planning Document "Open Space provision on New Housing Developments" adopted May 2019 (or any replacement thereof); or
 - 3.4 apply the Sustainable Travel Contribution or any part thereof to anything other than sustainable travel improvements the need for which is required in order to mitigate the impacts arising from the Development.
4. In the event that any Contribution (excluding the Biodiversity Contribution) or any part or parts thereof are not expended or committed within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued shall be repaid to the party that paid it or their nominee as soon as reasonably practicable; and
5. In relation to the Biodiversity Contribution clause 4 shall apply with the substitution of 30 years for 10 years.
6. The Council shall provide evidence to account for the sums expended within 28 (twenty-eight) Working Days of that request being made.

Executed as a deed by affixing the common seal of **BARNSELY METROPOLITAN BOROUGH COUNCIL** in the presence of a duly authorised signatory:

Print Name



acting by a Director in the presence of)

Signature

Witness Occupation:

