

Dated

19 August

2025

(1) BARNSELY METROPOLITAN BOROUGH COUNCIL

and

(2) KINGSMAN HOMES LTD

DEED OF AGREEMENT

Pursuant to s106 of the Town and Country Planning Act 1990 relating to Royd Moor House Farm,
Royd Moor Road, Thurlstone, Sheffield, S36 7RD

Application Reference: 2024/0292

DATED

19 August 2025

PARTIES

(1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA (the "**Council**");

(2) **KINGSMAN HOMES LTD** (Registered Company Number: 07009651) whose registered office is at c/o Finlayson & Co, Whitby Court Abbey Road, Shepley, Huddersfield, HD8 8EL (the "**Owner**")

BACKGROUND

(A) By virtue of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by who the Planning Obligations hereby created are enforceable.

(B) The Owner has acquired the freehold of the Site which is currently registered at the Land Registry under Title Number SYK617216 (the "**Original Title**").

(C) The Owner has acquired the benefit of a transfer of part of the Original Title, comprising the Site and to be registered under new title number, SYK726318, but registration of the Owner's title is pending at HM Land Registry.

(D) The Owner has sufficient interest in the Site to enter into this Deed and has joined as a party to this Agreement to give effect to the planning obligations contained herein.

(E) The Application was submitted to the Council for planning permission for the Development.

(F) 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.

(G) 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 (as amended).

Agreement Expiry Date

A date which is the expiration of the period of 30 years following the Completion Date.

Allocation

means attributing any BNG Capacity, whether in respect of Biodiversity Units or Biodiversity Gain Land, by the Owner toward a development's requirement to deliver biodiversity (and **Allocate** and **Allocated** and **Allocations** shall be construed accordingly).

Application

The application for planning permission for the Development which was submitted to the Council, and which was given reference number 2024/0292 by the Council.

Biodiversity Gain Land

The land shown edged blue on the Plan.

Biodiversity Gain Land Monitoring Contribution

The sum of £5,000.00 (Five Thousand Pounds) to be paid by the Owner to the Council under paragraph 5 of Schedule 2 of this Deed to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with:

- (a) the Owner's obligations under this Deed in respect of the Biodiversity Gain Land; and
- (b) compliance with condition 10 of the Planning Permission, for the purpose of achieving the Biodiversity Net Gain.

Biodiversity Gain Site Register

The statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations.

Biodiversity Metric

The statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain.

Biodiversity Net Gain (BNG)

An increase in Biodiversity Units resulting from implementing and carrying out the Habitat Management and Monitoring Plan (as measured using the Biodiversity Metric) that can be Allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the 1990 Act.

Biodiversity Unit(s)

The quantum of biodiversity as measured by the Biodiversity Metric.

BNG Capacity

The total Biodiversity Net Gain to be generated on the Biodiversity Gain Land resulting from the implementation and carrying out of the Habitat Management and Monitoring Plan on the Biodiversity Gain Land.

Breach Notice

A notice which may be served by the Council on the Owner under paragraph 6 of Schedule 2 of this Deed.

Certificate of Completion

A written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council on the Completion Date issued (or deemed to have been issued) by the Council under paragraph 1.1(b)(i) of Schedule 3.

Commencement Date

The date upon which the Habitat Creation and Enhancement Works have commenced.

Completion Date

The date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed.

Completion Date Notice

Written notice from the Owner to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 1.1(d) of Schedule 2.

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 Site access, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly.

Default Interest Rate

4% per annum above the base rate from time to time of the Bank of England.

DEFRA

The public body known as the Department for Environment, Food & Rural Affairs or any successor body which acts as the Government's advisor for the natural environment, food or rural affairs in England.

Development

The development of the Site pursuant to the Planning Permission.

Dwelling

A residential unit that may be built on the Site pursuant to the Planning Permission and the term of Dwellings shall be construed accordingly.

Expert

A person holding appropriate professional qualifications with continual and continuing experience in the subject matter of the dispute.

Habitat Creation and Enhancement Works

The habitat creation and enhancement works set out in the HMMP (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan).

Habitat Management and Monitoring Plan (HMMP)

The approved document titled 'Habitat Management and Monitoring Plan' which contains written narrative and spatial mapping details for Biodiversity Net Gain on the Biodiversity Gain Land (and any modification to it under Clause 3.5).

Monitoring Report

The monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan.

National Planning Policy Framework / NPPF

The National Planning Policy Framework (as redefined by any amendment, replacement or re-enactment thereof).

Natural England

The public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England.

Plan

The plan annexed to this deed at Schedule 1.

Planning Obligation

The obligations and conditions and stipulations set out at Schedule 2 of this Deed and the term Planning Obligations shall be construed accordingly.

Planning Permission

The outline planning permission that may be granted pursuant to the Application for the Development.

Register

The act of applying for Registration on the Biodiversity Gain Site Register.

Registration

The record on the Biodiversity Gain Site Register of the Biodiversity Gain Land, the BNG Capacity, the Remaining BNG Capacity, and any Allocations.

Remaining BNG Capacity

The available BNG Capacity on the Biodiversity Gain Site Register which can be Allocated to a development.

Site

All that site known as land at Royd Moor House Farm, Royd Moor Road, Thurlstone, Sheffield, S36 7RD currently registered in part under title number SYK617216, and following registration at HM Land Registry, title number, SYK726318 and shown edged red on the Plan.

Statutory Undertaker

Any company corporation board or authority authorised by statute to carry out an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking and any company, corporation, board or authority of a similar or like nature.

Variation Event

Any of the following events that would have a material impact on the delivery of any Biodiversity Net Gain in respect of any Remaining BNG Capacity:

- (a) a change in Natural England's guidance or policies;
- (b) a change in scientific opinion based on evidence;
- (c) a change in industry practices or in the generally accepted calculation methods for the type or extent of land required to achieve Biodiversity Net Gain;
- (d) the Biodiversity Metric is amended, updated, or replaced by Natural England and/or DEFRA;
- (e) the Biodiversity Gain Land becomes designated under law or is otherwise encumbered by any right which would be incompatible with the Biodiversity Net Gain or any existing Allocation; or
- (f) such other event as may be agreed between the Parties as constituting a Variation Event.

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 Reference 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 Where a party includes more than one person any obligations of that party shall be joint and several.

1.9 Clause headings shall not affect the construction of this Deed.

1.10 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 The Deed secures Planning Obligations made pursuant to section 106 of the 1990 Act, s111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers and is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person deriving title to the Site (or any part or parts thereof) from the Owner as if that person had been an original covenanting party to this Deed (subject always to for the avoidance of any doubt to the terms and conditions of this Deed).

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

3. CONDITIONS PRECEDENT

3.1 This Deed is conditional upon and does not come into effect unless and until the Planning Permission is granted.

4. COVENANTS AND DECLARATIONS

4.1 The Owner covenants with the Council to comply with the Planning Obligations in this Deed at Schedule 2.

4.2 The Council covenants with the Owner to comply with the obligations in this Deed at Schedule 3.

5. EXCLUSIONS AND RELEASE

5.1 No person 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 or occupier of an individual Dwelling (subject to any provisions in Schedule 2 which are intended to specifically bind an owner or occupier 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),

this Deed shall determine and cease to have effect.

5.3 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 and/or Biodiversity Gain Land unless and until such chargee or mortgagee has taken or entered into possession of that part of the Site and/or Biodiversity Gain Land, 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.

5.4 No obligation in this Deed shall be binding or enforceable against any person who does not have an interest in the part of the Site to which the obligation relates.

6. REGISTRATION

6.1 The 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 Owner as soon as reasonably practicable affect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7. OWNERSHIP

7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in any part of the Site.

8. NON-FETTER AND WAIVER

8.1 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.

8.2 No waiver (whether express 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.

9 FUTURE PERMISSIONS

9.1 Subject to 9.2 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.

9.2 In the event that any new planning permission(s) are granted by the Council derived from the Planning Permission pursuant to section 73 of the 1990 Act and unless otherwise agreed by the parties:

(a) the Planning Obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to section 73 of the 1990 Act and the Site itself; and

(b) the definitions of Application, Development and Planning Permission in this Deed shall be construed to include reference to any such application under section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permission(s)

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under section 73 of the 1990 Act or the appropriate nature and quantum of s106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the 1990 Act whether by way of new deed or supplemental deed pursuant to s106 of the 1990 Act and FURTHER PROVIDED (for the avoidance of any doubt) that this clause 9.2 and the operation of it shall not ever require the duplication of any of the Planning Obligations in this Deed.

10. 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.

12. VAT

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

13. 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.

14. CHANGE OF OWNERSHIP

The Owner 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 (of 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 individual Dwellings.

15. NOTIFICATION

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

15.1.1 delivered by hand; or

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

15.2 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:

15.2.1 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;

15.2.2 to the Owner at C/o Finlayson & Co, Whitby Court Abbey Road, Shepley, Huddersfield, HD8 8EL; or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with Clause 15.

15.3 Any notice, request, demand or other written communication given or served in accordance with Clause 15.1 or Clause 15.2 shall be deemed to have been received:

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

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

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

15.4 This Clause 15 does not apply to the service of any proceedings or other documents in any legal action.

16. DISPUTE RESOLUTION

16.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

16.2 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

other 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 shall (except in cases of manifest error, error of law and/or fraud) be final and binding on the parties.

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

16.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days (or such other period as may be agreed) of receipt of the notice in Clause 16.2 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.

16.3.2 The Expert shall act as an Expert and not as an arbitrator

16.3.3 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 (or such extended period as the Expert shall allow) of receipt of the Expert's Notice;

(b) the other parties shall have 20 Working Days from the date of 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 depending upon the nature and complexity of the case determine such other procedures and/or directions 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, varying any time limit or direction and/or setting new directions and either of their own volition or upon the application of any party.

16.3.4 the Expert shall make his decision within 20 Working Days (or such other reasonable period as the complexity of the matter may require) of the close of the period for submissions of written representations;

16.3.5 the Expert's decision shall be in writing and shall give reasons for the decision; and

16.3.6 each party shall bear its own costs (or as otherwise determined by the Expert) and the Expert's costs will be payable in the determination of the Expert.

16.4 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:

16.4.1 either party may apply to the relevant body as part Clause 16.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and

16.4.2 This clause 16 shall apply to the new Expert as if there were the first Expert appointed.

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 1990 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 those deriving title to the Site.

18. COSTS

On or before the date of this Deed the Owner shall pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed in the sum of £1,500 (One Thousand Five Hundred Pounds) (no VAT payable).

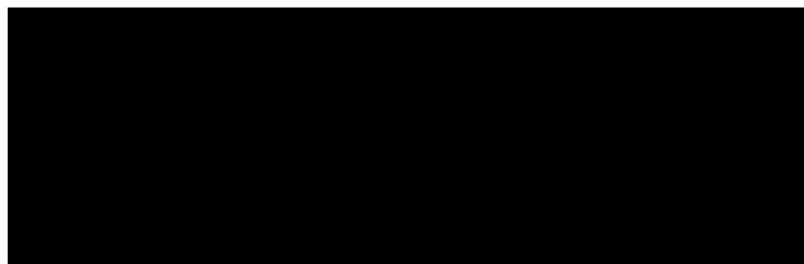
19. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and 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.

SCHEDULE 1

PLAN – PLAN SHOWING SITE AND BIODIVERSITY GAIN LAND



SCHEDULE 2

OWNERS' COVENANTS

The Owner covenants with the Council so as to bind its interest in the Biodiversity Gain Land and the Site as follows:

1. Implementation of the Habitat Management and Monitoring Plan

1.1 To:

- (a) notify the Council in writing of the Commencement Date within 10 Working Days of it occurring;
- (b) begin the Habitat Creation and Enhancement Works no later than 12 months following the date of first Allocation; and
- (c) complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan;
- (d) issue the Completion Date Notice to the Council within 10 (ten) Working Days of the completion date of the Habitat Creation and Enhancement Works;
- (e) promptly rectify any defects in the Habitat Creation and Enhancement Works identified by the Council under paragraph 1.1(b)(ii) of Schedule 3 and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the Council issues a Certificate of Completion;
- (f) upon receiving the Certificate of Completion from the Council, maintain the Biodiversity Gain Land in accordance with the Habitat Management and Monitoring Plan for a period of not less than 30 years from the Completion Date; and
- (g) provide a Monitoring Report to the Council within 20 (twenty) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan.

2. Allocation

2.1 To notify the Council when:

- (a) the BNG Capacity is first Allocated; and
- (b) the BNG Capacity has been fully Allocated.

2.2 Not to Allocate any BNG Capacity:

- (a) while an application to amend the Registration is pending; and
- (b) unless
 - (i) the Allocation is recorded on the Biodiversity Gain Site Register; and

(ii) the Remaining BNG Capacity as recorded on the Biodiversity Gain Site Register is sufficient to fulfil any such an Allocation.

3. Biodiversity Gain Site Register

3.1 To:

- (a) Apply to register the Biodiversity Gain Land on the Biodiversity Gain Site Register as soon as reasonably practicable PROVIDED THAT the Council is hereby authorised to apply to revise the Registration in line with any determination by the Expert;
- (b) pay the Council's reasonable costs in respect of any application by it to applying to amend the Registration under sub-paragraph 3.1(a);
- (c) notify the Council in writing of the date of any Registration within 10 (ten) Working Days of it occurring;
- (d) do the following if an application to Register the Biodiversity Gain Land under sub-paragraph 3.1(a) is unsuccessful, as soon as reasonably practicable:
 - (i) notify the Council in writing;
 - (ii) remedy the defects in the application;
 - (iii) re-apply to register the Biodiversity Gain Land on the Biodiversity Gain Site Register;
 - (iv) continue to notify the Council and remedy defects in any application until the Biodiversity Gain Land is Registered; and
- (e) apply to amend the Registration if directed by the Expert under Clause 16.

3.2 Not to amend the Registration without the Council's prior written approval, other than to record additional Allocations or where necessary to comply with this Deed.

4. Habitat Management and Monitoring Plan (HMMP)

4.1 To notify the Council of any requested amendment to the HMMP, such notice to include:

- (a) the proposed amended Habitat Management and Monitoring Plan;
- (b) a statement of reasons for such amendment; and
- (c) confirmation (with reasons) that the amendment would not prejudice:
 - (i) the use or management of the Biodiversity Gain Land in a manner consistent with its function to deliver Biodiversity Net Gain; and
 - (ii) the continued functioning of the Biodiversity Gain Land for Biodiversity Net Gain or any existing Allocation.

4.2 Where the Council agrees (or the Expert determines) that an amended HMMP is approved under paragraph 4.1 of this Schedule, to:

- (a) apply to amend the Registration as soon as reasonably practicable where necessary to reflect the BNG Capacity or Remaining BNG Capacity under the amended or replacement Habitat Management and Monitoring Plan; and

(b) keep the Council informed of the progress of the application and take all reasonable steps to conclude it (including correcting and re-submitting it where necessary).

5. Biodiversity Gain Land Monitoring Contribution

5.1 In addition to the Biodiversity Gain Land, The Owner covenants with the Council so as to bind its interest in the Site to pay the Biodiversity Gain Land Monitoring Contribution to the Council upon Completion of this Deed.

6. Access for Inspection

6.1 from the Commencement Date, to allow the Council, its agents, and contractors with or without workmen and equipment to:

(a) enter onto the Biodiversity Gain Land at all reasonable times (following reasonable notice given in accordance with paragraph 6 of Schedule 3) to monitor compliance with:

(i) the obligations in this Deed;

(ii) any Breach Notice;

and

(b) pass and repass across any land in the Owner's control which is necessary to gain access to for the purpose of accessing the Biodiversity Gain Land in accordance with paragraph 6.1(a).

7. Step-In Rights

7.1 Where a Breach Notice is served, to notify the Council within 20 (twenty) Working Days of service of the Breach Notice whether the Owner accepts or disputes the notice;

7.2 Where it notifies the Council that it disputes a Breach Notice (or it is unable to agree remedial steps under sub-paragraph 7.3(a)):

(a) to include a reasoned response in the notice under paragraph 7.1 (if disputing the Breach Notice); and

(b) it may request, within 10 (ten) Working Days of any time limit in the Breach Notice (or other extended timeframe as agreed with the Council in writing), that the matter be referred for determination by an Expert;

7.3 Where it has notified the Council that it accepts a Breach Notice (or the Expert has determined that it is valid), to:

(a) comply with the requirements of the Breach Notice within the time limits specified by the Breach Notice (or other extended timeframe as agreed with the Council in writing);

(b) use reasonable endeavours to agree the following with the Council within 20 (twenty) Working Days of the notifying the Council that it accepts the Breach Notice:

(i) the steps required to remedy the breach; and

(ii) if applicable, any remedial works;

and

(c) commence and diligently proceed to remedy the breach within the time period specified in the Breach Notice (or such other period as may be agreed with the Council under sub-paragraph (a)) in accordance with the details agreed under sub-paragraph (a);

7.4 To comply with any requirements imposed on the Owner in connection with a Breach Notice by the Expert within the time limits specified in the Expert's determination;

Where it has failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the Council, its agents, and contractors with or without workmen and equipment to enter:

(a) the Biodiversity Gain Land; and

(b) other land in the Owner's control needed to access the Biodiversity Gain Land, at all reasonable times (following reasonable notice given in accordance with paragraph 6 of Schedule 3) to carry out works reasonably necessary to comply with the requirement of the Breach Notice or the Expert's determination, as applicable, following reasonable notice given in accordance with paragraph 6 of Schedule 3; and

7.6 To pay the Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 7.5 within 20 (twenty) Working Days of a notice requesting payment (such notice to include a breakdown of such costs).

8. Reassessment of BNG Capacity

8.1 To do the following where a Variation Event occurs and there is un-Allocated BNG Capacity:

(a) not further Allocate any Remaining BNG Capacity until any amendments to the HMMP and/ or the Remaining BNG Capacity are agreed under sub-paragraph 8.1(b) of this Schedule (or determined by the Expert);

(b) notify the Council of its proposed amendments to the HMMP and/ or the Remaining BNG Capacity, taking into account the Variation Event, and submit it to the Council for approval;

(c) in the event of dispute over the proposed amendments to the HMMP and/ or the Remaining BNG Capacity under sub-paragraph 8.1(b) of this Schedule, either Party may refer the matter to an Expert for determination;

(d) upon receipt of written approval from the Council in respect of the proposed amendments to the HMMP and/ or the Remaining BNG Capacity submitted under sub-paragraph 8.1(b) of this Schedule or by the Expert's determination under Clause 16, accept thereafter that the amended HMMP and/ or the Remaining BNG Capacity shall be deemed to be agreed and:

(i) if applicable, allocate only to the Remaining BNG Capacity on this revised basis;

(ii) if applicable, implement and carry out the HMMP on its revised basis; and

(iii) ensure the Biodiversity Gain Site Register in respect of the Biodiversity Gain Land reflects the revised Remaining BNG Capacity as soon as reasonably practicable.

9. Title Registration

9.1 The Owner will use all reasonable endeavours to procure the completion of such registration as soon as reasonably practicable; and

9.2 The Owner shall notify the Council in writing within 10 working days of the registration of its title to the Site and provide official copies of the updated title registers confirming such registration.

SCHEDULE 3

COUNCIL'S COVENANTS

The Council covenants with Owner as follows:

1. Inspection of the Habitat Creation and Enhancement Works

1.1 To:

- (a) inspect the Habitat Creation and Enhancement Works within 30 (thirty) Working Days following receipt of the Completion Date Notice;
- (b) to do the following where Habitat Creation and Enhancement Works are inspected under sub-paragraph (a):
 - (i) promptly issue a Certificate of Completion if the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council; or
 - (ii) promptly notify the Owner of any defects, if the Council determines that the Habitat Creation and Enhancement Works have not been completed; and
- (c) where the Owner issues a subsequent Completion Date Notice under paragraph 1.1(d) of Schedule 2, re-inspect the Habitat Creation and Enhancement Works under paragraph 1.1(a) of this Schedule and to comply with paragraph 1.1(b) of this Schedule until it issues the Certificate of Completion.

2. Habitat Management and Monitoring Plan

2.1 Not to unreasonably withhold or delay giving its written approval to any revised or replacement Habitat Management and Monitoring Plan submitted by the Owner to the Council under Schedule 2 of this Deed;

2.2 To monitor the implementation and operation of the Habitat Management and Monitoring Plan by a suitably qualified ecology and environmental management professional by way of periodic physical visits to the Biodiversity Gain Land and/ or remotely surveying the Biodiversity Gain Land and to provide, as soon as practicable afterwards, a written report to the Owner of the findings any monitoring activities, at the following intervals:

- (a) annually from the Commencement Date until the 5 (five) years' anniversary of the Commencement Date; and
- (b) every 5 (five) years thereafter until the Agreement Expiry Date.

3. Biodiversity Gain Register

3.1 To affirm with the Owner that BNG Capacity shall be Allocated by the Owner at the Owner's absolute discretion subject to the provisions of this Deed.

4. Habitat Management and Monitoring Contribution

4.1 To use the Biodiversity Gain Land Monitoring Contribution for its intended purpose and not for any other purpose.

5. Right of Access

5.1 To give not less than 10 (ten) Working Days' notice to the Owner of its intention to access the Biodiversity Gain Land for the purposes of inspection under paragraphs 6 of Schedule 2 of this Deed to ascertain the Owner's compliance with its covenants under this Deed or a Breach Notice.

6. Breach Notice and Step-in Rights

6.1 Where it considers that the Owner is not complying with its obligations under this Deed, and intends to take steps to remedy the breach, to first notify the Owner:

- (a) the reasons for alleging non-compliance;
- (b) the steps it proposes the Owner should take to remedy any breach or non-compliance, and
- (c) the reasonable time limits for the Owner to take these steps;

6.2 Where it serves a Breach Notice (or the Expert determines that the Owner should take any steps within a specified time limit), it may notify the Owner of any extension of time specified in the Breach Notice or Expert's determination, as it considers appropriate (in its absolute discretion);

6.3 Where the Owner does not comply with the time limits specified in the Breach Notice (or as otherwise agreed) or the Expert's determination, undertake the requirements imposed on the Owner as set out in the Breach Notice or Expert's determination provided that the Council:

- (a) provides reasonable notice that it, its agents, and contractors with or without workmen and equipment will enter the Biodiversity Gain Land and/or land in the Owner's control to access the Biodiversity Gain Land;
- (b) ensures minimal damage and inconvenience to the Owner;
- (c) promptly repairs any damage caused by exercising the step-in rights under this paragraph;
and
- (d) issues to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph.

7. Recalculation of BNG Capacity

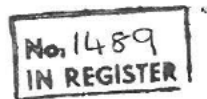
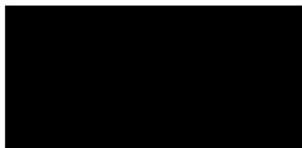
7.1 To notify the Owner in relation to any BNG Capacity reassessment submitted under paragraph 8.1(b) of Schedule 2 whether:

- (i) it is approved; or
- (ii) why it is not approved.

EXECUTED as a **DEED** by the affixing of
THE COMMON SEAL of **BARNSELY**
METROPOLITAN BOROUGH COUNCIL



Authorised Sealing Officer



EXECUTED as a **DEED** by signature of two directors
acting for and on behalf of **KINGSMAN HOMES LTD**

Director



Director

