

DATED

23rd December

2019

BARNSELY METROPOLITAN BOROUGH COUNCIL (1)

-and-

ALFA HOMES LIMITED (2)

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land east of Cote Lane, Thurgoland, Barnsley, S35 7AB

WALKER MORRIS LLP

33 Wellington Street

LEEDS

LS1 4DL

Tel: 0113 2832500

Fax: 0113 2459412

Ref: CAS/BER00729.359

THIS AGREEMENT (signed as a deed) is made the 23rd day of December, 2019

BETWEEN: -

- (1) **BARNSELEY METROPOLITAN BOROUGH COUNCIL** of Smithies Lane Depot, Smithies Lane, Barnsley S71 1NL ("**Council**") of the first part; and
- (2) **ALFA HOMES LIMITED** (Company No. 10108104) whose registered office is Thorp Arch Grange, Walton Road, Thorp Arch, Wetherby, West Yorkshire LS23 7BA ("**Owner**") of the third part.

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 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 the sum of:

1. £85,341.00 (eighty five thousand three hundred and forty one pounds) per each Affordable Housing for Rent Dwelling; and
2. £65,076.00 (sixty five thousand and seventy six pounds) per each Shared Ownership Dwelling;

"Affordable Housing Contribution" means the sum of £92,439.00 (ninety two thousand four hundred and thirty nine pounds) Index Linked to be paid by the Owner to the Council and used by the Council towards the provision and enabling of Affordable Housing accommodation in lieu of the provision of 1 (one) x 3 (three) Affordable Housing for Rent Dwelling on the Development;

"Affordable Housing Units"	means 7 (seven) 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 "Affordable Housing Unit" shall be construed accordingly;
"Affordable Housing Unit Prices"	means a price 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;
"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 5 (five) Affordable Housing Units consisting of 5 (five) x 2 (two) bed houses or such other house types / sizes 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 Rent"	means an affordable rent of no more than 80% of the Market Rent;
"Application"	means the application reference number 2019/0377 and registered by the Council on 5 April 2019 for residential development of 28 dwellings;
"Chargee"	means any mortgagee or chargee of the Registered Provider 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	means the date upon which the Development shall

Development"

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 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 Projects
Contribution"**

means the sum of £66,000.00 (sixty six thousand pounds) Index Linked to be paid by the Owner to the Council and used by the Council towards projects within the Parishes of Thurgoland, Oxspring and Hunshelf the need for which is required in order to mitigate impacts arising from the Development;

"Contributions"

means collectively the Affordable Housing Contribution the Community Projects Contribution the Education Contribution the Off-Site Open Space Contribution and if applicable the Affordable Housing Commuted Sum;

"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 £160,000.00 (one hundred and sixty thousand pounds) Index Linked to be paid by the Owner to the Council as its total contribution towards the provision of 6 (six) primary school places Thurgoland, Oxspring, Silkstone Common, Springvale or Silkstone Primary schools and 4 (four) secondary school places at Penistone Grammar School the need for which is required in order to mitigate impacts arising from the Development;
"Expert"	has the meaning given in paragraph 3.4.2 of the First Schedule;
"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 and the phrase "Independent Surveyors" shall be construed accordingly;
"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"

means all that land east of Cote Lane, Thurgoland, Barnsley S35 7AB shown for identification purposes only edged red on Plan 1;

"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 June 2019 by the Department for Communities and Local Government (or any future guidance or initiative that replaces or supplements it);

"Occupation" and "Occupy"

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 £43,315.77 (forty three thousand three hundred and fifteen pounds and seventy seven 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 Parishes of Thurgoland, Oxspring and Hunshelf 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 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 Registered provider 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 plan attached to this Agreement and marked "Plan 1";

"Plan 2"

means the plan attached to this Agreement and marked "Plan 2";

"Plan 1"



Gangly

Proposed Residential Development at Cote Lane, Thurgoland

PLANNING LAYOUT LAYERS KEY:

- EXISTING WALL
- 150mm STONE WALL
- STONE RETAINING WALL (VARYING IN HEIGHT)
- 180mm TIMBER FENCE
- 800mm METAL ESTATE RAILINGS
- 450mm RAKE HIGH RAIL
- YORKSHIRE WATER BASEMENT
- PILLARS
- BOLLARDS (750mm IN HEIGHT)
- LOCKABLE REAR ACCESS GATE
- AFFORDABLE PLOT - RENT
- AFFORDABLE PLOT - SHARED OWNERSHIP
- GRASSED AREAS (FRONT GARDEN)
- GRASSED AREAS (REAR GARDEN)
- BLOCK PAVING
- TARMACON

NOTE:
BUILDING MATERIALS ARE TO COMPRISE OF
ANYSTONE WALLING WITH CALDERIALE GREY
FLIA CONCRETE ROOF-TILES THROUGHOUT
THE SITE

LANDSCAPE PROPOSALS KEY:

- EXISTING TREES & HEDGES
- EXISTING TREES AND HEDGES RETAINED
- EXISTING TREES AND HEDGES REMOVED

PROPOSED TREES

- SEMI-MATURE TREE (10-25cm DBH)
- BETTER HEAVY STANDARD TREE (14-16cm DBH)
- STANDARD TREE (6-10cm DBH)
- SPECIMEN SHRUB

PROPOSED HEDGES

- DEODORANT HEDGE
- EVENING HEDGE

PROPOSED SHRUB PLANTING

- ORNAMENTAL SHRUBS AND HERBACEOUS PERENNIALS

LANDSCAPE TREATMENTS

NOTE:
PLANNING
The proposed landscaping scheme is designed to enhance the visual quality of the site and its surroundings. It includes a mix of trees, shrubs, and hedges, as well as grassed areas and paved surfaces. The scheme is designed to be sustainable and low-maintenance, with a focus on native plants and species. The landscaping will be installed in accordance with the planning conditions and will be subject to ongoing monitoring and maintenance.



Geoffrey

House Type	Accommodation	Floor Area	Yield	Total Ff
B401	48	1405	2	2810
B402	48	1562	4	6248
B502	58	2013	2	4026
B403	48	1450	3	4350
B408	48	1264	3	3852
B503	58	2227	2	4454
B507	38	1005	4	4020
A201	28	784	7	5278
TOTAL			27	35038

Grassed area hatch added.
Rear access to plots 12, 13, 19
A JT 22 revised House Type
References revised on schedule 1408.19

Rev By Date
A JT 22 revised House Type
References revised on schedule 1408.19

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References revised on schedule 1408.19

Rev By Date
A JT 22 revised House Type
References revised on schedule 1408.19

"Planning Permission"

means a planning permission to be granted pursuant to the Application substantially in the form of the draft is annexed in the Third Schedule;

"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;

"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;

"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;

"Shared Ownership Dwellings"

means 2 (two) of the Affordable Housing Units consisting of 2 (two) bed houses or such other house types / sizes 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;

"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;

"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 indicatively awarded title number SYK674104 by HM Land Registry.
- 2.3 The Application was submitted to the Council on behalf of the Owner for planning permission for the Development.
- 2.4 The Council would not grant Planning Permission for the Development unless the planning obligations contained herein were entered into by the Owner.
- 2.5 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.
- 2.6 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:
- 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

- 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 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) if it is a Statutory Undertaker which has an interest in any part of the Land for the purposes of its undertaking.

- 3.4.2 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 3.4.3 and 3.4.4 to the determination of a person ("**Expert**").

- 3.4.3 Any reference to an Expert in accordance with clause 3.4.2 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).

- 3.4.4 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.

- 3.4.5 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 2019/0377.
- 3.4.6 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.
- 3.4.7 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.
- 3.4.8 The obligations hereby created shall be registered as a Local Land Charge.
- 3.4.9 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.
- 3.4.10 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.
- 3.4.11 The Owner shall forthwith pay to the Council its reasonable legal fees incurred in the preparation negotiation and completion of this Agreement.
- 3.4.12 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.
- 3.4.13 The parties shall act reasonably and in good faith in the performance of their obligations in this Agreement.

- 3.4.14 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.
- 3.4.15 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.
- 3.4.16 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.
- 3.4.17 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

Affordable Housing – On-Site Provision

- 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 5 (five) of the Open Market Dwellings to be Occupied until 2 (two) Affordable Housing Units;

1.4.2 11 (eleven) of the Open Market Dwellings to be Occupied until 4 (four) Affordable Housing Units;

1.4.3 14 (fourteen) 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 upon the Practical Completion of the 2nd (second), 4th (fourth) and final Affordable Housing Unit and upon Occupation of 5 (five), 11 (eleven) and 14 (fourteen) 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 9 (nine) 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 Any agreement to sell or transfer the Affordable Housing Units to a Registered Provider shall contain the following minimal provisions:

- 1.11.1 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
- 1.11.2 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.

Affordable Housing Contribution

- 1.12 To pay the Affordable Housing Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 1.13 to 1.15 (inclusive) of this Schedule.
- 1.13 To notify the Council prior to the Commencement of the Development and not to Commence the Development until £30,813.00 (thirty thousand eight hundred and thirteen pounds) of the Affordable Housing Contribution as Index Linked has been paid to the Council.
- 1.14 To notify the Council prior to the Occupation of more than 14 (fourteen) of the Dwellings and not to Occupy more than 14 (fourteen) of the Dwellings until it has paid a further £30,813.00 (thirty thousand eight hundred and thirteen pounds) of the Affordable Housing Contribution to the Council.
- 1.15 To notify the Council prior to the Occupation of more than 20 (twenty) of the Dwellings and not to Occupy more than 20 (twenty) of the Dwellings until it has paid the remaining £30,813.00 (thirty thousand eight hundred and thirteen pounds) of the Affordable Housing Contribution to the Council.

2. COMMUNITY PROJECTS CONTRIBUTION

- 2.1 To pay the Community Projects Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 2.2 to 2.4 (inclusive) of this Schedule.
- 2.2 To notify the Council prior to the Commencement of the Development and not to Commence the Development until £22,000.00 (twenty two thousand pounds) of the Community Projects Contribution as Index Linked has been paid to the Council.
- 2.3 To notify the Council prior to the Occupation of more than 14 (fourteen) of the Dwellings and not to Occupy more than 14 (fourteen) of the Dwellings until a further £22,000.00 (twenty two thousand pounds) of the Community Projects Contribution as Index Linked has been paid to the Council.

- 2.4 To notify the Council prior to the Occupation of more than 20 (twenty) of the Dwellings and not to Occupy more than 20 (twenty) of the Dwellings until the remaining £22,000.00 (twenty two thousand pounds) of the Community Projects Contribution as Index Linked has been paid to the Council.

3. EDUCATION CONTRIBUTION

- 3.1 To pay the Education Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 3.2 to 3.4 (inclusive) of this Schedule.
- 3.2 To notify the Council prior to the Commencement of the Development and not to Commence the Development until £53,334.00 (fifty three thousand three hundred and thirty four pounds) of the Education Contribution as Index Linked has been paid to the Council.
- 3.3 To notify the Council prior to the Occupation of more than 14 (fourteen) of the Dwellings and not to Occupy more than 14 (fourteen) of the Dwellings until a further £53,333.00 (fifty three thousand three hundred and thirty three pounds) of the Education Contribution as Index Linked has been paid to the Council.
- 3.4 To notify the Council prior to the Occupation of more than 20 (twenty) of the Dwellings and not to Occupy more than 20 (twenty) of the Dwellings until the remaining £53,333.00 (fifty three thousand three hundred and thirty three pounds) of the Education Contribution as Index Linked has been paid to the Council.

4. OFF-SITE OPEN SPACE CONTRIBUTION

- 4.1 To pay the Off-Site Open Space Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 4.2 to 4.4 (inclusive) of this Schedule.
- 4.2 To notify the Council prior to the Commencement of the Development and not to Commence the Development until £14,438.59 (fourteen thousand four hundred and thirty eight pounds and fifty nine pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council.
- 4.3 To notify the Council prior to the Occupation of more than 14 (fourteen) of the Dwellings and not to Occupy more than 14 (fourteen) of the Dwellings until a further £14,438.59 (fourteen thousand four hundred and thirty eight pounds and fifty nine pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council.

- 4.4 To notify the Council prior to the Occupation of more than 20 (twenty) of the Dwellings and not to Occupy more than 20 (twenty) of the Dwellings until the remaining £14,438.59 (fourteen thousand four hundred and thirty eight pounds and fifty nine pence) of the Off-Site Open Space Contribution as Index Linked 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.

Contributions

- 3 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

- 4 That in the event the Contributions or any part or parts thereof are not expended within 10 (ten) years of the date of payment (or the date of payment of the final instalment if applicable) of such payment then the sum or sums not expended plus interest accrued will be repaid to the Owner or its nominee.

THIRD SCHEDULE
("Draft Decision Notice")



GRANT OF PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. 2019/0377

To ELG Planning
Gateway House
55 Coniscliffe Road
Darlington
DL3 7EH

DESCRIPTION Residential Development of 27 Units.

LOCATION Land east of Cote Lane, Thurgoland, Barnsley, S35 7AB

Permission is granted for the proposals which were the subject of the Application and Plans registered by the Council on 05 April 2019 and described above.

THIS DECISION IS SUBJECT TO THE TERMS OF THE AGREEMENT/UNILATERAL UNDERTAKING 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:
1018-006 D - Levels Strategy
AH 030 002 Rev A - Planning Layout
AH.03.50 Materials Layout
Materials Schedule 25.09.2019
A201.01 House Type
A201.03 House Type
B301.01 House Type
B402.01 House Type
B403.01 House Type
B404.01 House Type
B408.01 House Type
B502.01 House Type
B503.01 House Type
B503.02 House Type
Boundary Treatments 1.8m Timber Fence
Boundary Treatments 1.8m Wall
Double Garage G03

Double Garage G04 ,
Arboricultural Method Statement AR-4099-06.01 AMS
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 Within 2 months of this permission being issued the applicant shall submit to the LPA, for approval, a noise management plan which details how noise will be controlled during the construction stage of the site. Once approved the applicant shall strictly adhere to the plan.
Reason: In the interests of the amenities of local residents and in accordance with Local Plan Policies GD1 General Development Policy and POLL1 Pollution Control and Protection.
- 4 Construction or remediation work comprising the use of plant, machinery or equipment, or deliveries of materials shall only take place between the hours of 0800 to 1800 Monday to Friday and 0900 to 1400 on Saturdays and at no time on Sundays or Bank Holidays.
Reason: In the interests of the amenities of local residents and in accordance with Local Plan Policies GD1 General Development Policy and POLL1 Pollution Control and Protection.
- 5 Within 2 months of this permission being issued the applicant shall submit to the LPA, for approval, a dust management plan which details how dust will be controlled during the construction stage of the site. Once approved the applicant shall strictly adhere to the dust management plan. Prior to work commencing the applicant shall ensure that there is an adequate supply of water at the site and shall provide the LPA of details of this.
Reason: In the interests of the amenities of local residents and in accordance with Local Plan Policies GD1 General Development Policy and POLL1 Pollution Control and Protection.
- 6 The development shall only take place in accordance with the approved Cote Lane Thurgoland Written Scheme of Investigation Version 3 WSI. 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: In accordance with Local Plan Policy HE6 'Archaeology'.
- 7 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species.
Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy BIO1 Biodiversity.
- 8 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.
- 9 The parking/manoeuvring facilities, indicated on the submitted plan, shall be surfaced in a solid bound material (i.e. not loose chippings) and made available for the manoeuvring and parking of motor vehicles prior to the development being brought into use, and shall be retained for that sole purpose at all times.
Reason: To ensure that satisfactory off-street parking/manoeuvring areas are provided, in the interests of highway safety and the free flow of traffic and in accordance with Local Plan Policy T4 New Development and Transport Safety.

- 10 All surface water run off shall be collected and disposed of within the site and shall not be allowed to discharge onto the adjacent highway.
Reason: In the interests of highway safety in accordance with Local Plan Policies T4 New Development and Transport Safety and POLL1 Pollution Control and Protection.
- 11 The erection of barriers and any other measures specified for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced off in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority.
Reason: To safeguard existing trees, in the interest of visual amenity.
- 12 No construction works in the relevant area (s) of the site shall commence until measures to protect the public water supply infrastructure that is laid within the site boundary have been implemented in full accordance with details that have been submitted to and approved by the Local Planning Authority. The details shall include but not be exclusive to the means of ensuring that access to the pipe for the purposes of repair and maintenance by the statutory undertaker shall be retained at all times during the construction and operation of the development .
Reason: In the interest of public health and maintaining the public water supply.
- 13 Within 2 months of this permission being issued full surface water drainage details, must be 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 unless otherwise agreed in writing with the Local Planning Authority.
Reason: To ensure the proper drainage of the area in accordance with Local Plan Policy CC3 and CC4.
- 14 The development shall be carried out in accordance with the mitigation measures identified in the Preliminary Ecological Appraisal (July 2019), the Badger Survey (11/1/19), the Bat Survey-interim Report (11/1/19), the Bat Survey (31/5/19) and the Biodiversity Management Plan (BMP, December 2018).
Reason: To conserve and enhance biodiversity in accordance with Local Plan BIO1.
- 15 Within 2 months of this permission being issued a report, endorsed by a competent engineer experienced in ground contamination and remediation, shall be submitted and agreed with the Local Planning Authority. The report shall, amongst other matters, include the following:-
1. A survey of the extent, scale and nature of contamination.
2. An assessment of the potential risks to human health, property, adjoining land, groundwaters and surface waters, ecological systems and archaeological sites and ancient monuments.
3. An appraisal of remedial options, and proposal of the preferred option(s).
4. A remediation statement summarising the works to be undertaken (if required).
5. A Validation Report to confirm remediation works have been undertaken (if required).
The above must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11. The development shall thereafter be undertaken in full accordance with the submitted report. For further information, see BMBC's Supplementary Planning Guidance 28, "Developing Contaminated Land".
Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Local Plan Policy CL1.

- 16 Prior to first occupation of the development hereby permitted the vehicular accesses shall be provided and thereafter retained at the position shown on the approved plan and shall be constructed in accordance with the 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.
Reason: To ensure satisfactory means of access into the site and avoid the carriage of extraneous material or surface water from or onto the highway.
- 17 Within 2 months of this permission being issued full engineering, drainage and street lighting and constructional details of the streets proposed for highway adoption shall be 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: In interests of highway safety.
- 18 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 at Cote Lane in accordance with details of a completion plan to be submitted and approved in writing by the LPA in consultation with the LHA.
Reason: To ensure satisfactory development of the site.
- 19 Prior to the first occupation of the development hereby permitted sufficient space shall be provided within the site for pedestrians to access and egress the site and for motorised vehicles to park, turn and re-enter the highway in a forward gear. These areas shall be levelled, surfaced and drained in accordance with the approved plans and retained thereafter available for that specific use.
Reason: In interests of satisfactory development and highway safety.
- 20 Vehicular and pedestrian gradients within the site shall not exceed 1:12.
Reason: In interests of the safety of persons using the access and users of the highway.
- 21 Prior to first occupation of the development hereby permitted, details for the provision of bicycle storage facilities and electric vehicle charging points shall be submitted to and approved in writing by the LPA. These storage and EVCP's shall be installed in accordance with the approved details prior to first occupation of the development and retained thereafter available for that specific use.
Reason: In interests of promoting sustainable travel opportunities.
- 22 Within 2 months of this permission being issued details of the siting of the sales cabin, and parking for staff and customers visiting the site, shall be submitted and approved in writing by the Local Planning Authority, and such facilities shall be retained for the entire construction period.
Reason: In the interest of road safety.
- 23 Within 2 months of this permission being issued a Construction Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The Statement shall be adhered to throughout the construction period. The Statement shall provide for:
- The parking of vehicles of site operatives and visitors.
 - Means of access for construction traffic.
 - Loading and unloading of plant and materials.
 - Storage of plant and materials used in constructing the development.
 - Measures to prevent mud/debris from being deposited on the public highway.
- Reason - In the interests of retaining highway efficiency and safety**
- 24 Within 2 months of this permission being issued, a condition survey (including structural integrity) of the highways to be used by construction traffic shall be carried out in association with the Local Planning Authority. The methodology of the survey shall be approved in writing by the Local Planning Authority and shall assess the existing state of the highway.

On completion of the development a second condition survey shall be carried out and shall be submitted for the written approval of the Local Planning Authority, which shall identify defects attributable to the traffic ensuing from the development. 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: In interests of retaining highway efficiency and safety.

- 25 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order with or without modification), no enlargement, improvement or other alteration of the dwellings which would otherwise be permitted by Part 1 of Schedule 2 to that Order shall be carried out on plots 3 - 11 without the prior written consent of the Local Planning Authority, and no garages or other outbuildings shall be erected.

Reason: In the interests of residential amenity in accordance with Local Plan Policy D1.

- 26 Within 2 months of this permission being issued, details shall be submitted to and approved in writing by the Local Planning Authority of arrangements which secure the following highway improvement works:

- a) Provision of a 2m wide footway along the site frontage;
- b) Relocation of the street lighting column;
- c) Provision of /any necessary alterations to street lighting;
- d) Provision of/any necessary alterations to highway drainage;
- e) Resurfacing/reconstruction as necessary.

The works shall be completed in accordance with the approved details and a timetable to be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of highway safety, in accordance with Local Plan policy T4.

- 27 Upon commencement of development full design details of the retaining wall structures including materials and finish shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatments shall be completed before the dwelling is occupied. Development shall be carried out in accordance with the approved details and shall thereafter be retained.

Reason: In the interests of the visual amenities of the locality and the amenities of occupiers of adjoining property in accordance with Local Plan Policies GD1 General Development Policy and D1 High Quality Design and Place Making.

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.

Please be aware that the Council monitors construction sites and open land within the vicinity 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 the approved development is disposed of via approved methods and that documents are retained to prove this.

1	<p>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. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and previous 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 development taking place.</p> <p>It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), be submitted alongside any subsequent application for Building Regulations approval (if relevant).</p> <p>Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant safety and engineering risks and exposes all parties to potential financial liabilities. 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 and agreed with regulatory bodies which takes into account of all the relevant safety and environmental risk factors, including gas and mine-water.</p> <p>Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: https://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries</p>
2	<p>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, digging of 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.</p> <p>Property-specific summary information on past, current and future coal mining activity can be obtained from: www.groundstability.com or a similar service provider.</p> <p>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</p>
3	<p>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.</p> <p>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.</p>
4	<p>The Applicant / Developer is advised to contact Highways & Engineering on 01226 773555 prior to any work commencing on site to gain all necessary technical and legal approvals for all street road details from the LHA prior to submission of such approved details to the LPA to discharge condition x of this consent.</p>
5	<p>Roads other than agreed shared private drives shall be constructed to an adoptable standard and offered for adoption on completion under (the provisions) Section 38 of The Highways Act (1980). Engineering and surface water drainage details shall be submitted for inspection and approval in writing by the (Local Planning Authority) Highways Authority before works commence on site.</p>

6	Any works carried out on the public highway by a developer or anyone else other than the Highway Authority shall be under the provisions of Section 278 of the Highways Act 1980. The agreement must be in place before any works are commenced. There is a fee involved for the preparation of the agreement, and for onsite inspection. The applicant should make contact with Highways Development Control, Tel. 01226 772033/772170. Email. HighwaysDC@barnsley.gov.uk as soon as possible to arrange the setting up of the agreement.
7	Street lighting design and installation is generally 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. Streetlighting@barnsley.gov.uk as soon as possible.
8	Access arrangements including shared private drives should conform to Approved Document B Volume 1 Part B5 Sect. 11.2 - 11.5 inc. They should be constructed to withstand a minimum carrying capacity of 26 Tonnes without deflection.

Signed 
Joe Jenkinson

Dated 29 November 2019

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.

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.

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

THE COMMON SEAL of BARNSELEY)

METROPOLITAN BOROUGH)

COUNCIL was hereunto affixed to this)

Deed in the presence of:)


Borough Secretary/Authorised Signatory



No. 1825
IN REGISTER

EXECUTED AS A DEED (but not delivered)

until the date hereof) by)

ALFA HOMES LIMITED)

acting by a director and the company)

Secretary or by two directors or by a director)

in the presence of a witness

Director


Director / Secretary

Witness Signature 

Name CLAIRE HOSKINS

Address 5 DRAGON CRESCENT
LEEDS LS12 4AZ

Occupation LEGAL SECRETARY