Dated 27th August 2025

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

BELLWAY HOMES LIMITED

Deed of Agreement under Section 106 of the Town and Country Planning Act 1990

Wood Walk, Hoyland, Barnsley

Application Ref: 2023/0988

Contents

Clause		Page
1.	DEFINITIONS AND INTERPRETATION	2
2.	STATUTORY BASIS	8
3.	CONDITIONS PRECEDENT	9
4.	COVENANTS & DECLARATIONS	9
5.	EXCLUSIONS & RELEASE	9
6.	REGISTRATION	10
7.	NON-FETTER & WAIVER	10
8.	VAT	10
9.	SEVERABILITY	10
10.	CHANGE OF OWNERSHIP	10
11.	DISPUTES	11
12.	FUTURE PERMISSIONS	12
13.	DUTY TO ACT REASONABLY	13
14.	INDEXATION	13
15.	INTEREST ON LATE PAYMENTS	13
16.	THIRD PARTY RIGHTS	13
17.	NOTICES	13
18.	COSTS	14
19.	JURISDICTION	14
Schedule 1 – Plans		15
Schedule 2 – Draft Planning Permission		16
Schedule 3 – Affordable Housing		17
Schedule 4 – Public Open Space		20
Schedule 5 – Financial Contributions		23
Schedule 6 – Council's Covenants (General)		24

THIS DEED is made 27th August 2025

BETWEEN

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

(2) **BELLWAY HOMES LIMITED** incorporated and registered in England and Wales with company number 00670176 whose registered office is at Woolsington House, Woolsington, Newcastle Upon Tyne, England, NE13 8BF (**the Owner**)

BACKGROUND

(A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable.

(B) The Owner is the registered freehold proprietor of the Site which is registered at HM Land Registry under Title Number SYK706623.

(C) The Owner has submitted the Application to the Council seeking planning permission for the Development.

(D) The Council resolved on 18 June 2024 to grant the Planning Permission subject to the prior completion of this Deed.

(E) The parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1. **DEFINITIONS AND INTERPRETATION**

1.1. In this Deed the following expressions have the following meanings:

1990 Act	the Town and Country Planning Act 1990
Affordable Housing	affordable housing as defined in Annex 2 of the National Planning Policy Framework 12 December 2024 (or as redefined by any amendment, replacement or re-enactment thereof).
Affordable Housing Contribution	A financial contribution which is (if applicable) to be £69,000.00 (Sixty Nine Thousand Pounds) per Affordable Unit in lieu of the onsite provision of Affordable Units and paid by the Owner to the Council in accordance with and in the circumstances specified in Schedule 3 paragraph 2.3.4 as a contribution towards the cost of

	providing new Affordable Housing within the Council's administrative area.
Affordable Housing Scheme	a scheme for the provision of the Affordable Units which shall include: (a) the location, type and tenure of the Affordable Units; (b) details of how the proposed design and construction of the Affordable Units will ensure that the Affordable Units are materially indistinguishable (in terms of outward design and appearance) from the Market Units of similar size within the Development; (c) the Registered Providers(s) to which the Owner intends to market the Affordable Units for transfer; (d) draft heads of terms for the transfer of the Affordable Units to a Registered Provider.
Affordable Units	8 Dwellings to be built on the Site as part of the Development and to be provided as Affordable Housing in accordance with the provisions of Schedule 3.
Application	the application for planning permission for the Development which was validated by the Council on 8 January 2024 under reference number 2023/0988.
Chargee	a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver.
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act **SAVE THAT** for the purposes of this Deed the term 'material operation' shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works,

	environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly.
Contribution	any one of the financial contributions required (or which may be required) to be paid by the Owner to the Council pursuant to a Schedule to this Deed.
Council's Approved List	means the following Registered Providers: ACIS Group Anchor Hanover Auxesia Homes Berneslai Homes Great Places Housing Group Guinness Northern Counties H.A. Habinteg Housing Association Home Group 54° North Homes Park Properties Housing Association Ltd Places for People Riverside Housing Group Sanctuary Housing South Yorkshire H.A. Together Housing Association Ltd WDH Yorkshire Housing or such other Registered Provider(s) that may be nominated by the Owner and approved by the Council from time to time.
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England.

Development	the development of the Site comprising residential development of 83no. dwellings and associated works (revised plans) as described in the Application.
Dwelling	a residential unit that may be built on the Site as part of the Development.
Education Contribution	a sum of £496,000.00 (four hundred and ninety six thousand pounds) to be paid by the Owner to the Council as a contribution towards providing primary and secondary school places required as a result of the Development.
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute.
Homes England	the Homes and Communities Agency (trading as Homes England) or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act).
Index	the Retail Price Index;
Index Linked	increased in accordance with the following formula: **Amount payable** = the figure specified in this Deed x (A/B) where: **A** = the figure for the Index that applied immediately preceding the date the payment is due; and **B** = the figure for the Index that applied when that index was last published prior to the date of this Deed (or prior to the date of calculation where this Deed provides for a figure to be calculated at a later point in time).
Management Company	a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes carrying out future maintenance of the Public Open Space and: (a) which is incorporated in England and Wales; (b) which has its registered office in England or Wales; and

	whose primary objects permit it to maintain and renew the Public Open Space.
Market Units	a Dwelling which is not an Affordable Unit.
Occupy	means to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development;
Off-Site Public Open Space Contribution	a sum of £129,311.21 (one hundred and twenty nine thousand three hundred and eleven pounds and twenty one pence) to be paid by the Owner to the Council as a contribution towards providing off-site public open space required as a result of the Development.
Open Market Value	the open market value of the relevant Affordable Unit(s) free from the restrictions in Schedule 3 as at the date of calculation of the Affordable Housing Contribution pursuant to Paragraph 3.2 of Schedule 3.
Plan 1	the plan titled landscape masterplan attached to this Deed at Schedule 1 with drawing reference R-2719-1B.
Planning Obligations	the obligations, conditions and stipulations set out in Schedules 3 – 5 of this Deed.
Planning Permission	a planning permission granted by the Council pursuant to the Application substantively in the form annexed at Schedule 2.
Protected Tenant	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; b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; c) has acquired an Affordable Housing Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof;

d) 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;

and

any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs (a) to (d) above;

Public Open Space — on-site public open space to be provided as part of the Development and shown for illustrative purposes on Plan 1.

Public Open Space Scheme — a scheme identifying the detailed arrangements for the design, management and maintenance of the Public Open Space to be approved in accordance with paragraph 1 of Schedule 4.

Registered Provider — a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by Homes England under Chapter 3 of that Act and on the Council's Approved List.

Site — the land against which the obligations contained in this Deed may be enforced and which is shown edged red on Plan 1.

Statutory Undertaker — any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking.

Sustainable Travel Contribution — a sum of £60,450.00 (sixty thousand four hundred and fifty pounds) to be paid by the Owner to the Council as a contribution towards improving sustainable transport measures required as a result of the Development.

Valuer — an chartered surveyor appointed by agreement between the Owner and the Council to act as an independent expert in the determination of the

	Affordable Value and the Open Market Value where required in accordance with Schedule 3.
Voluntary Affordable Housing	means any Market Dwelling in relation to which the Owner for the time being elects on a purely voluntary basis and outside of the terms of this Deed to manage and occupy any such Dwelling or Dwellings as though any such Dwelling or Dwellings are Affordable Housing;
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 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. References to clauses paragraphs and schedules are references to clauses paragraphs and schedules in this Deed.

1.4. 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.

1.5. Any words denoting natural person shall include legal persons and vice versa.

1.6. The expression "the Owner" shall include its respective successors in title and assigns.

1.7. The expression "the Council" shall include any successor authority to its statutory functions under the 1990 Act.

1.8. Where a covenant, restriction or requirement is expressed to be given by more than one party, or where a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.

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

1.10. Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.11. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2. STATUTORY BASIS

2.1. This Deed is made pursuant to section 106 of the 1990 Act and binds the Site and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed.

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

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

3. CONDITIONS PRECEDENT

3.1. This Deed is conditional upon the grant of the Planning Permission.

3.2. Clause 4 below is further conditional upon the Commencement of Development.

4. COVENANTS & DECLARATIONS

4.1. The Owner covenant with the Council to comply with the Planning Obligations.

4.2. The Council covenants with the Owner to comply with the provisions of Schedule 6.

4.3. The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by this Deed and accordingly its security over the Owner's interest in the Site shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site or part thereof and 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 the Owner.

5. EXCLUSIONS & RELEASE

5.1. No party shall be bound by the terms of this Deed or be liable for a 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.

5.2. If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner), quashed or revoked 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 on any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6. **REGISTRATION**

6.1. This Deed is a local land charge and may 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 as soon as reasonably practicable upon the written request of the Owner effect the cancellation of all entries made in the Register of Local Site Charges in respect of this Deed.

7. **NON-FETTER & WAIVER**

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

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

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

8. **VAT**

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

9. **SEVERABILITY**

9.1. 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.

10. **CHANGE OF OWNERSHIP**

10.1. The Owner agrees with the Council to give written notice to the Council within 20 Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a sale or disposal of an individual Dwelling or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking.

11. DISPUTES

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

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

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

11.3.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 11.2 above, shall be appointed or identified by the following persons:

11.3.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

11.3.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

11.3.1.3. in the case of any other dispute the President of the Bar Council.

11.3.2. the Expert shall act as an expert and not as an arbitrator

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

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

11.3.3.2. the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;

11.3.3.3. the Expert shall disregard any representations made out of this time; and

11.3.3.4. 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;

11.3.3.5. to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination

as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination

11.3.4. the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;

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

11.3.6. each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.

11.4. The decision of the Expert shall be binding on the parties.

11.5. 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:

11.5.1. either party may apply to the relevant body as per Clause 11.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and

11.5.2. Clause 11.3 shall apply to the new Expert as if they were the first Expert appointed

12. FUTURE PERMISSIONS

12.1. In the event that an application is made pursuant to Section 73 or Section 73B of the 1990 Act for an amendment to the Planning Permission and a planning permission is granted in respect of that application then:

12.1.1. references to "Planning Permission" in this Deed shall thereafter be deemed to include both the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act; and

12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council

in each case **PROVIDED THAT**:

12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and

12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or Section 73B of the 1990 Act.

13. DUTY TO ACT REASONABLY

13.1. All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, approval or expression of satisfaction is due by one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

13.2. The Council covenants that where any details, scheme, strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval.

14. INDEXATION

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

14.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

15. INTEREST ON LATE PAYMENTS

15.1. Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the date due shall accrue interest at the Default Interest Rate accruing form the date such payment was due to the date of actual payment.

16. THIRD PARTY RIGHTS

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

17. NOTICES

17.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

17.2. Any notice shall be deemed to have been received:

17.2.1. if delivered by hand, at the time the notice is left at the proper address; or

17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **COSTS**

18.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.

19. **JURISDICTION**

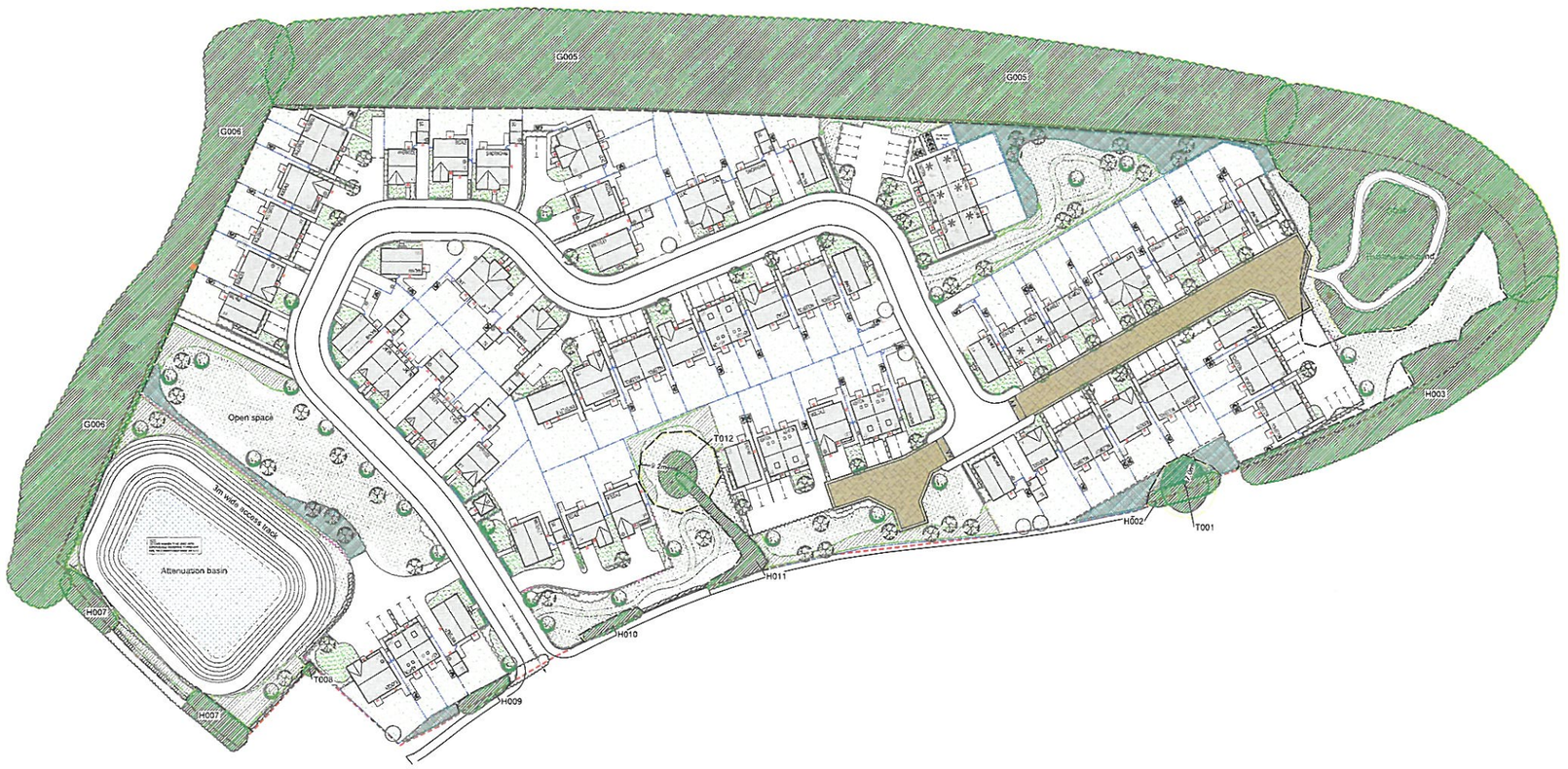
19.1. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

20. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one Deed.

THE PARTIES HEREBY WITNESS that 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 – Plans



NOTES

PROTECTION OF EXISTING VEGETATION

Existing vegetation to be retained on site shall be protected where necessary during works by a tree protective barrier, secured to a scaffold tubing framework with fluorescent tape to the top rail. Protective fencing shall be erected on the canopy drip line wherever possible. Laminated, waterproof A4 signs shall be fixed to the fence posts at 10m intervals bearing the words 'PROTECTED TREE ZONE - NO STORAGE OR OPERATIONS WITHIN FENCED AREA'.

Tracking of machinery, storage of chemicals and building materials shall not be permitted within the protected area. Leaks or spills should be removed immediately and the contaminated soil replaced. No bonfires shall be lit within 5m of the canopy spread. Any excavation work beneath the canopy spread shall be carried out by hand.
All works affecting trees within the development shall be subject to BS 5837:2012.

TREE PLANTING

Tree planting to the front gardens of selected plots will break up the hard lines of the buildings and create focal points within the development. The tree species selected will maximise food and nectar sources for birds and invertebrates. Trees will be planted as Select, Heavy & Extra Heavy Standards to provide a reasonable degree of instant maturity to the development. Foundation design of new buildings shall accommodate proposed tree planting in accordance with NHBC guidelines.

Species to be selected from:

Acer campestre (Ac)
Acer platanoides 'Lackmatum' (Apl)
Alnus incana (Ai)
Betula pubescens (Bpu)
Betula utilis var. jacquemontii (Buj)
Carpinus betulus (Cb)
Malus sylvestris (Ms)
Malus tschonoskii (Mt)
Prunus padus (Pp)
Prunus sargentii (Ps)
Prunus subhirtella 'Autumnalis Rosea' (PsAR)
Pyrus calleryana 'Chanticleer' (PcC)
Quercus robur (Qr)
Sorbus aria (Sa)
Sorbus aucuparia (Sau)
Sorbus 'Embley' (SE)
Sorbus 'Joseph Rock' (SJR)
Tilia x euchlora (Te)
Tilia cordata 'Green Spire' (TcGS)

SHRUB PLANTING

A mix of evergreen and deciduous shrubs will be planted in selected front gardens to soften the development and to provide a valuable food source for birds and invertebrates. A mix of medium/low shrubs will be planted to shrub beds with medium/large varieties used for informal hedging.

Species to be selected from: ( ) density/m2

Berberis frikartii 'Amstelveen (5), Berberis thunbergii 'Atropurpurea Nana (5), Bergenia cordifolia 'Silberlicht'(6), Ceanothus thyrsiflorus repens(4), Chaenomeles superba 'Jet Trail'(4), Cornus alba 'Sibirica'(2), Cornus stolonifera 'Flaviramea'(2), Cytisus 'Allgold'(4), Elaeagnus pungens 'Maculata'(3), Escallonia 'Apple Blossom'(4), Euonymous fortunei 'Emerald Gaiety'(6), Festuca spp(6), Geranium 'Johnson's Blue'(4), Hebe albicans 'Red Edge'(4), Hebe 'Autumn Glory'(4), Hypericum x moserianum(4), Juniperus sabina 'Tamariscifolia' (3), Lavandula 'Hidcote'(6), Lonicera 'Maygreen'(4), Lonicera 'Silver Beauty'(4), Nepeta faassenii(4), Perovskia 'Blue Spire'(6), Phormium var, Potentilla 'Red Ace'(5), Prunus laurocerasus 'Zabeliana'(3), Pyracantha 'Orange Charmer'(3), Rubus x 'Betty Ashburner'(4), Spiraea 'Gold Flame'(4), Spiraea 'Shirobana'(4), Viburnum tinus 'Eve Price'(3)

HEDGE PLANTING

Hedges will be planted in selected plots to strengthen boundaries and improve screening. Ornamental hedge planting will consist of Beech, which will contribute to all year round colour and texture. Hedges are to be planted as a double staggered row of 40-60cm high hedging plants.

NATIVE HEDGE PLANTING

Native hedgerows will be planted to improve wildlife foraging opportunities. Native hedge planting will consist of Blackthorn. Spindle, Dog rose, Guelder rose and Hazel. Hedges are to be planted as a single row of 40-60cm high hedging plants.

NATIVE PLANTING

Native species shrub and groundcover mix to be planted underneath the existing trees to the northern boundary of the site. This tiered planting, combined with the existing retained planting, will improve the ecological value of the site. Species to be planted in random groups to create a 'natural' effect.

GRASS SEEDING AND TURF

An amenity lawn turf shall be applied to garden areas. Public Open Space is to be seeded with areas of species rich flowering lawn seed which can be cut to a shorter length for amenity value and a full wildflower meadow mix which can be cut less regularly.

KEY

- T038 — Existing trees/hedges to be retained
- Existing tree to be removed
- Proposed Extra heavy standard (14-16cm girth) tree
- Proposed heavy standard (12-14cm girth) tree
- Proposed selected standard (10-12cm girth) tree
- Proposed Beech hedging
- Proposed evergreen flowering hedge (Escallonia)
- Proposed native hedge
- Proposed mixed native species shrub planting
- Proposed mixed native species tree & shrub planting
- Proposed ornamental shrub planting
- Proposed turf
- Rear gardens
- Proposed species rich flowering lawn seed (Emorsgate's EL1)
- Proposed wildflower grass seed (Emorsgate's EM2)
- Proposed 1800mm high close boarded timber fencing (detailed by others)
- Proposed acoustic fencing (detailed by others)
- Proposed 1200mm high vertical metal railing (detailed by others)
- Proposed 450mm high timber trip rail (detailed by others)
- Proposed walls (detailed by others)

Rev.B: Notes added for grass seed mixes, extra areas of scrub to basin (SF) April 2024
Rev.A: Updated to revised site layout Rev.T and addition of street trees (SF) Feb 2024

Sue Farmer BA MA(Hons) MSc
Landscape Architect

fda landscape
Wrenbury Hall
Wakefield Road
Denby Dale
Huddersfield HD8 9QS
telephone 01484 861611
fax 01484 866916
work mobile 07970
email info@fdalandscape.co.uk
www.fdalandscape.co.uk

client: Camstead Homes

project: Residential Development
WOOD WALK, HOYLAND

drawing title: LANDSCAPE MASTERPLAN

scale	date	drawn by	drawing no
1:500 @A0	Dec 23	MBN	R/2719/1B

Schedule 2 – Draft Planning Permission

12 August 2025

RECOMMENDATION SHEET

Application Number: 2023/0988

Applicant:	**Agent:**
Yelcon Ltd 3 The Gateway North Marsh Lane Leeds West Yorkshire LS9 8AX	Johnson Mowat Planning and Development Consultants Coronet House Queen Street Leeds LS1 2TW

Description:	**Location:**
Residential development of 83no dwellings and associated works (Revised Plans)	Land North of Wood Walk, Platts Common, Hoyland, Barnsley

Outline:

Recommendation: Approve with Conditions

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 in substantial accordance with the plans and specifications as approved unless required by any other conditions in this permission.
The approved plans are;

2351.01.M - Planning layout
2351.02 - Location Plan
2351.03.D - Materials Plan
2351.04.A - Street Scenes
2351.06.C - Boundary Plan
B-WD-01 - 1.8m timber fence & access gate
B-WD-02 - 0.45m Knee height railing
B-WD-031. - 2m Estate railing
B-WD-04 - 1.8m pier and panel brick wall
B-WD-05 - 1.8m pier and panel stone wall
SG-P-1000 - Single garage
SG-P-1001 - Single garage
TG-P-2000 - Twin garage
2351-ASH-P-1000-A - Ashton planning drawing
2351-ASH-P-2000 - Ashton planning drawing
2351-BEA-P-2000 - Beamsley planning drawing
2351-BED-P-1000-B - Bedale planning drawing
2351-BED-P-2000-B - Bedale planning drawing
2351-BUC-P-1000 - Buckden planning drawing
2351-BUC-P-2000 - Buckden planning drawing
2351-CHE-P-2000 - Chevin planning drawing
2351-ESKE-P-2000 - Easter/Kelham planning drawing
2351-ING-P-1000-A - Inglebrough planning drawing
2351-ING-P-2000-A - Inglebrough planning drawing
2351-LIL-P-1000 - Lilac planning drawing

2351-LIL-P-2000 - Lilac planning drawing
2351-MAL-P-1000 - Malham planning drawing
2351-MAL-P-2000 - Malham planning drawing
2351-SAN-P-1000- Sandringham planning drawing
2351-SAN-P-2000 - Sandringham planning drawing
2351-WHE-P-2000-A - Whernside planning drawing
2351-WIN-P-1000 - Winterley planning drawing
2351-WIN-P-1100 - Winterley planning drawing
2351-WIN-P-2000 - Winterley planning drawing
2351-WOO-P-1000-A - Woodale planning drawing
2351-WOO-P-2000-A - Woodale planning drawing
R-2719-1B Landscape Masterplan
Reports;

Biodiversity Enhancement Management Plan (BEMP) V1.0 by Ecus dated September 2023
Construction Environmental Management Plan (CEMP): Biodiversity V1.0 by Ecus dated September 2023
BS 5837:2012 Arboricultural Report and Method Statement V1.0 by Ecus dated August 2023

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

3 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.

4 All in curtilage planting, seeding or turfing comprised in the approved details of landscaping shall be carried out on each plot no later than the first planting and seeding season following the occupation of the individual dwellinghouse/s; and any trees or plants which die within a period of 5 years from first being planted, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.
Reason: In the interests of the visual amenities of the locality, in accordance with Local Plan policies GD1 'General Development' and D1 'High Quality Design and Place Making'.

5 All out of curtilage planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in full in accordance with a timetable to be submitted to and approved in writing by the Local Planning Authority upon commencement of development. Thereafter the landscaping shall be carried out in accordance with the approved details and timescales.
Reason: In the interests of the visual amenities of the locality, in accordance with Local Plan policies GD1 'General Development' and D1 'High Quality Design and Place Making'.

6 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.

7 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.

8 Pedestrian intervisibility splays having the dimensions of 2 m by 2 m shall be safeguarded at the drive entrance/exit such that there is no obstruction to vision at a height exceeding 1m above the nearside channel level of the adjacent highway.
Reason: In the interest of road safety in accordance with Local Plan Policy T4 New Development and Transport Safety.

9 No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:
i.The parking of vehicles of site operatives and visitors
ii.Means of access for construction traffic
iii.Loading and unloading of plant and materials
iv.Storage of plant and materials used in constructing the development
v.Measures to prevent mud/debris being deposited on the public highway.
Reason: In the interests of highway safety, residential amenity and visual amenity and in accordance with Local Plan Policy T4 New Development and Transport Safety and Local Plan Policy D1 High Quality Design and Place Making.

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 No drainage works shall commence until full foul and surface water drainage details, including Yorkshire Water Permission to discharge, have been submitted to and approved in writing by the Local Planning Authority. Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented. The scheme shall be retained throughout the life of the development unless otherwise agreed in writing with the Local Planning Authority.
Reason: To ensure the proper drainage of the area.

12 Prior to the first occupation of the development hereby permitted, a vehicular access shall be provided and thereafter retained in the position shown on the approved plan and constructed in accordance with the BMBC highway specification. Arrangement shall be made for surface water drainage to be intercepted and disposed of separately so that it does not discharge from or onto the highway carriageway.
Reason: To ensure satisfactory access into the site and avoid the carriage of extraneous material or surface water from or onto the highway and in the interests of highway safety.

13 No development shall be commenced until full engineering, drainage, street lighting and constructional details of the streets proposed for highway adoption have been submitted to and approved in writing by the LPA. The development shall, thereafter, be constructed in accordance with the approved details unless otherwise agreed in writing with the LPA.
Reason: To ensure that the internal streets are planned and approved in good time to a satisfactory standard for use by the public in the interests of highway safety.

14 No building or use hereby permitted shall be occupied (or use commenced) until details of arrangements for the future management and maintenance of proposed carriageways, footways, footpaths and landscaped areas not put forward for adoption as maintainable at public expense within the site have been submitted to and approved in writing by the LPA. On occupation of the first dwelling (or building) within the site, the streets shall be

maintained in accordance with the approved management and maintenance details.
Reason: To ensure that all private streets and landscaped areas are appropriately managed and maintained to ensure the safety of all users.

15 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 Wood Walk in accordance with details of a phasing and completion plan to be submitted and approved in writing by the LPA.
Reason: To ensure streets are completed prior to occupation and satisfactory development of the site.

16 Prior to the first occupation of the development hereby permitted, visibility splays measuring 2.4m x 90m shall be provided as measured back from the centre line of the access or give way point and extending 90m along the nearside carriageway edge of Wood Walk to each side of the access and such splays shall thereafter be maintained at all times free from any obstruction exceeding 1.05m above the level of the adjacent highway carriageway.
Reason: In the interests of highway safety.

17 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development (England) Order 2015 (or any Order revoking and/or re-enacting that Order), the garages/car parking spaces hereby permitted shall be retained as such and shall not be used for any purpose other than the garaging of private motor vehicles associated with residential occupation of the property and ancillary domestic storage without the grant of further specific planning permission from the LPA.
Reason: To retain the garages/car parking spaces for parking purposes.

18 No development shall take place until a survey of the condition of the adopted highway condition to be used by construction traffic has been submitted to and approved in writing by the LPA. The extent of the area to be surveyed must be agreed by the LHA prior to the survey being undertaken. The survey must consist of:
i. A plan to a scale of 1:1250 showing the location of all defects identified
ii. A written and photographic record of all defects with the corresponding location references accompanied by a description of the extent of the assessed area and a record of the date, time and weather conditions at the time of survey.
On completion of the development, a second condition survey of the adopted highway shall be carried out to identify defects attributable to the traffic associated with the development. It shall be submitted for the written approval of the Local Planning Authority. Any necessary remedial works shall be completed at the developer's expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.
Reason: To ensure that any damage to the adopted highway sustained throughout the development process is identified and subsequently remedied at the expense of the developer in interests of highway safety.

19 No works shall commence on site until a scheme for the parking of bicycles has been submitted to and approved in writing by the LPA. The scheme shall be fully implemented before the development is first occupied (or brought into use) and thereafter retained for this purpose.
Reason: In interests of encouraging use of sustainable modes of transport.

20 The development hereby approved shall be carried out strictly in accordance with the recommendations set out in the Noise Impact Assessment carried out by Environmental Noise Solutions Limited, dated December 2023, Ref NIA-11210-23-11447-v1. The development shall be constructed in accordance with the approved details which shall be retained thereafter for the lifetime of the development.
Reason: To reduce or remove adverse impacts on health and the quality of life, especially for people living and/or working nearby, in accordance with Local Plan Policy POLL1.

21 The development hereby approved shall be carried out strictly in accordance with the

recommendations set out in the Air Quality Assessment carried out by Gem Air Quality Ltd, dated December 2023, reference AQ2375 and retained as such thereafter.
Reason: To reduce or remove adverse impacts on health and the quality of life, especially for people living and/or working nearby, in accordance with Local Plan Policy POLL1

22 The development hereby approved shall be carried out in strict accordance with the mitigations/recommendations set out in section 6 of the Preliminary Ecological Appraisal by Deltasimons dated August 2021 (Ref: 16-0406.07). Prior to the commencement of development, precise details of the required mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details.
Reason: In the interest of Biodiversity and in accordance with Local Plan Policy BIO1.

23 A Habitat Management and Monitoring Plan (HMMP) completed by a suitably qualified ecologist, detailing management for a minimum period of 30 years shall be submitted to the Local Planning Authority prior to the commencement of works on site for approval in writing . The HMMP should follow the template HMMP provided by Natural England and shall include information on the following:
i Project information, funding and any legal agreements
ii Summary of Habitat Proposal and Plans, site boundary map, site context map
iii Phasing Strategy - if relevant
iv Roles & Responsibilities
v Land use summary, site context photographs, site baseline and environmental information checklist and environmental information
vi Management plan aims and objectives, design principles informed by baseline vii information
vii Habitat and condition targets, habitat retention, habitat retention and protection measures map
viii Creation, enhancement and management targets and prescriptions
ix Habitat creation, enhancement and management - risk register and remedial measures
x Monitoring methods and intervals, monitoring reports and adaptive management.
Thereafter the approved Habitat Management and Monitoring Plan shall be implemented in full for the duration of the development.
Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy BIO1.

24 The site is located within a Coal Authority coal mining referral area due to the presence of opencast backfill and highwalls. As detailed in the Delta Simons Geo-Environmental report ref 16-0406.03 dated August 2021 the land could therefore be at risk from mining legacy risks such as ground instability. The development must therefore be undertaken in compliance with the conclusions and recommendations of the Delta Simons report. For the avoidance of doubt this shall include but not be limited to the following -
- No dwellings shall be constructed over the opencast highwall exclusion zone.
- An earthworks ground improvement scheme shall be implemented, and the foundations of the proposed dwellings shall be suitably designed as advised by a suitably qualified engineer.
-The access roadways shall be designed by a suitably qualified engineer. Additional design/mitigation measures shall be implemented where they cross the opencast highwall to ensure differential settlement does not affect long-term sustainability and integrity.
The development shall be undertaken in compliance with Construction Industry Research and Information association publication C758D "Abandoned Mine Workings Manual" where applicable. Responsibility for securing a safe and sustainable development rests with the developer and/or landowner"
Reason: Land stability NPPF sections 183 a,b,c. 184 and 174 e & f

Informative(s):

1 The granting of planning permission does not in any way infer that consent of the landowner is given. Therefore, the consent of all relevant landowners is required before proceeding with any development, including that of the Council as landowner. If it should transpire that the applicant does not own any of the land included in this consent, then it is the responsibility of the applicant to seek all necessary consents and approvals of the landowner.

2 The granting of planning permission does not affect the status of species such as owls and bats, which have protection under other legislation. These may be present and it is the applicant's responsibility to seek advice on how to avoid damaging operations. Further advice can be obtained from the Countryside Unit in the Planning & Transportation Services, on 01226-772576, or directly from www.naturalengland.org.uk

3 S278 Works on the Public Highway - The development hereby approved includes the carrying out of work on the adopted highway. You are advised that before undertaking this work you must enter into a highway agreement with the Council under S278 of the Highways Act, 1980, specifying the extent of works, the works, and the terms and conditions under which these are carried out. Fees are payable for the drafting of the agreement, approval of the highway details and inspection of the works. For more information or to apply, please contact Highways Development Control at email HighwaysDC@barnsley.gov.uk or call to 01226 773555.

4 S38 Streets to be Adopted - The development hereby approved includes the construction of new highway. To be considered for adoption and on-going maintenance at public expense, it must be laid out and constructed to the BMBC engineering standard details and to the terms of phasing of the development. You are advised that you must enter into a highway agreement under s38 of the Highways Act 1980. The development will be bound by the Sections 219 to 225 of the Highways Act 1980 (the Advances Payments Code). Fees are payable for the drafting of the agreement, approval of the highway details and inspection of the works. For more information or to apply, please contact Highways Development Control on email HighwaysDC@barnsley.gov.uk or call to 01226 773555 prior to any work commencing on site. Please note that it is necessary to gain all 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 16 of this consent.

5 Road Licences - You are advised that the development hereby permitted requires you to dig up a road, pavement, or grass verge to install or replace service apparatus (gas pipes, electricity cables, sewers), and / or to place any equipment, materials in, on, above or abutting a highway for which you need to have a licence. Further details are available on the BMBC website at: https://www.barnsley.gov.uk/services/roads-travel-and-parking/roadlicences/ or my contacting Streetworks@barnsley.gov.uk

6 Parks' approval should be sought before a new access is constructed to the recreation ground. If, as appears to be the case, the pedestrian links are to be privately maintained, steps should be taken to make that clear to the public. The Public Rights of Way Officer strongly suggest that notices are erected and maintained at the start of each privately maintained route stating the following or similar:
Notice under the Highways Act 1980 section 31(3)
Public access is provided with the permission of the owner. No public right of way.
Please note that this path is private property and the owner has no intention to dedicate it as a public highway.
Name of landowner
Date notice erected
a public highway.
Name of landowner
Date notice erected

Signed (Case Officer)

[redacted]

Date 21/05/2024

Signed (Group Leader) [redacted]

(on behalf of the Head of Planning, Policy and Building Control)

Date 24/05/2024

Schedule 3 – Affordable Housing

1. **Provision of On-Site Affordable Units**

1.1. The Owner shall not Commence Development until the Council has approved in writing an Affordable Housing Scheme.

1.2. As part of the carrying out of the Development the Owner shall ensure that the Affordable Units shall:

1.2.1. be provided in accordance with an approved Affordable Housing Scheme; and

1.2.2. be provided in accordance with the Planning Permission and all applicable legislation policy and regulatory requirements.

1.3. The Owner shall notify the Council of the Practical Completion of the last of the Affordable Units within 30 days thereof.

2. **Transfer of the Affordable Units**

2.1. To the extent not already done, the Owner shall as soon as reasonably practicable following the Commencement of Development issue draft heads of terms (the **Initial Registered Provider Transfer Terms**) to a Registered Provider and thereafter use its reasonable endeavours to contract to transfer the Affordable Units to the Registered Provider (the **Initial Registered Provider**) in accordance with the approved Affordable Housing Scheme.

2.2. If the proposed sale does not proceed in accordance with the Initial Registered Provider Transfer Terms the Owner will continue to use its 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.

2.3. If the Owner has complied with Paragraphs 2.1 and 2.2 of Schedule 3 of this Deed and no Registered Provider has contracted to acquire one or more of the Affordable Units:

2.3.1. Within a period of 6 (six) months from the Practical Completion of the last of the Affordable Units; or

2.3.2. The Occupation of 40% of the Market Units (whichever is the earlier);

The Owner may (at the Owner's absolute discretion) either:

2.3.3. Suggest a further alternative Registered Provider and thereafter the procedure contained in Paragraphs 2.1 and 2.2 of Schedule 3 shall be repeated until a Registered Provider(s) agrees to accept the transfer of such Affordable Units; or

2.3.4. Dispose of such Affordable Units on the open market and in lieu of the on-site provision of Affordable Housing the Owner shall pay to the Council the Affordable Housing Contribution.

3. **Restriction on Occupation of Market Dwellings**

3.1. The Owner shall not Occupy or permit to be Occupied more than 50% of the Market Dwellings until the Owner has either:

3.1.1. Notified the Council in writing that the Affordable Units have been transferred to a Registered Provider; or

3.1.2. Paid an Affordable Housing Contribution to the Council.

4. **Management and Occupation of On-Site Affordable Units**

4.1. Subject only to Paragraph 5 of this Schedule 3 the Owner shall not permit the Affordable Units to be Occupied other than as Affordable Housing in accordance with an approved Affordable Housing Scheme.

4.2. Nothing in this Deed shall prevent the Owner for the time being of any of the Market Dwellings electing on a purely voluntary basis and outside of the terms of this Deed to manage and occupy any such Dwelling or Dwellings as though any such Dwelling or Dwellings are Affordable Housing on a voluntary basis and for the avoidance of doubt and it is hereby agreed and understood between the parties as follows:

4.2.1. The provisions of this Schedule 3 shall not apply to such Voluntary Affordable Housing; and

4.2.2. Any reference to "Market Dwellings" at Paragraph 3 above shall include any Voluntary Affordable Housing Units.

5. **Exclusions to this Schedule**

5.1. The obligations in this Deed shall not be binding on:

5.1.1. Any Protected Tenant (or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant);

5.1.2. Any Chargee (subject only to paragraph 5.2 below); or

5.1.3. Any purchaser of an individual Affordable Unit from a mortgagee or chargee pursuant to any default by an individual mortgagor of an Affordable Unit or any person deriving title from that individual mortgagor.

5.2. This Schedule 3 of this Deed shall not be binding on a Chargee **PROVIDED THAT:**

5.2.1. Such Chargee has first given written notice to the Council of its intention to dispose of the relevant Affordable Unit(s) and thereafter has used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant Affordable Unit(s) to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

5.2.2. If such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Unit(s) free from the

obligations in this Schedule 3 of this Deed which thereafter will determine absolutely in respect of such Affordable Unit(s).

Schedule 4 – Public Open Space

1. **Provision of On-Site Public Open Space**

1.1. Prior to the Commencement of Development the Owner shall submit a Public Open Space Scheme to the Council for approval.

1.2. The Public Open Space Scheme shall include details of the following:

1.2.1. The detailed design of the Public Open Space to be provided as part of the Development;

1.2.2. Planting plans and specifications (including cultivation and other operations associated with plant and grass establishment), schedules of plants and proposed numbers / densities;

1.2.3. Any play equipment (if applicable);

1.2.4. The proposals for the future management and ownership of the Public Open Space which for the avoidance of doubt may provide for the Owner to transfer of the Public Open Space to a Management Company for the purposes of its future management and in the event that such a transfer to a Management Company is proposed the Public Open Space Scheme shall include:

1.2.4.1. Details of the Management Company to whom the Public Open Space will be transferred upon its completion; and

1.2.4.2. Proposals for the future maintenance of the Public Open Space by the Management Company including the estimated costs to be levied by the Management Company upon the owners or occupiers of the Dwellings in respect of the maintenance of the said Public Open Space.

1.3. The Owner shall invite the Council to (within 25 working days of the date of receipt of the Public Open Space Scheme from the Owner) notify the Owner in writing of its approval to the Public Open Space Scheme proposed by the Owner or provide in writing its proposed amendments to the Public Open Space Scheme pursuant to which the Owner acting reasonably shall submit a revised Public Open Space Scheme incorporating those amendments as are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed amendments to the Public Open Space Scheme within the 25 working days referred to above it shall be deemed that the Council has approved the Public Open Space Scheme submitted by the Owner.

1.4. In the event that (after a period of not less than 25 working days following receipt from the Owner of a revised Public Open Space Scheme (submitted pursuant to Paragraph 1.3 of Schedule 4) the Council serves further written notice upon the Owner stating that the Council does not approve the revised Public Open Space Scheme:

1.4.1. The Owner may collaboratively seek to agree a timetable with the Council for the resubmission by the Owners of a further revised public open space scheme; and/or

1.4.2. Either the Owner or the Council may invoke the provisions of clause 11 of this Deed in respect of the acceptability or otherwise of the relevant revised public open space scheme.

1.5. Upon receipt of the Council's approval or deemed approval or to a Public Open Space Scheme pursuant to Paragraph 1.4 of Schedule 4 (or upon receipt of expert determination in relation to the Public Open Space Scheme if applicable) the Owner shall as part of the carrying out of the Development provide the Public Open Space in accordance with the approved Public Open Space Scheme (as may be varied from time to time) and by no later than prior to occupation of the 42nd Dwelling in respect of the western most area of Public Open Space, with the remaining Public Open Space to be completed prior to occupation of the 83rd Dwelling.

2. **Management and Maintenance of the Public Open Space**

2.1. Upon the Public Open Space being completed to the Council's reasonable satisfaction in accordance with the approved Public Open Space Scheme the Owner shall either:

2.1.1. Transfer title for the Public Open Space to a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on the terms agreed between the Owner and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company **PROVIDED THAT** it shall be a term of the transfer that the Management Company shall:

2.1.1.1. Maintain and manage in perpetuity the Public Open Space in accordance with the Public Open Space Scheme or any variations that may be agreed in writing from time to time; and

2.1.1.2. Only allow the use of the Public Open Space for public access and recreation and for no other purpose; or

2.1.2. Maintain and manage in perpetuity the Public Open Space in accordance with the approved Public Open Space Scheme (or any variations that may be agreed in writing between the Owner and the Council from time to time) **IN DEFAULT OF WHICH** the Council shall be entitled (upon giving reasonable prior written to the Owner) to carry out any maintenance works reasonably required to the Public Open Space and recover the proper and reasonable costs and expenses involved from the Owner.

2.2. The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the public of any part of the Public Open Space to be taken in any way as an intention by the Owner to dedicate the same as highway.

2.3. The Owner shall allow public access to the Public Open Space **SUBJECT ALWAYS** to the following provisions:

2.3.1. Access to the Public Open Space shall be subject to such requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building

management **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior approval; and

2.3.2. The Owner may erect notices on the Public Open Space and access to the Public Open Space may be denied by the Owner for one day each year in order to prevent public rights of way or common rights coming into being;

2.3.3. The Owner may close the Public Open Space or any part thereof for reasonable periods by reason of:

2.3.3.1. Emergency;

2.3.3.2. Cleansing, maintenance and repair;

2.3.3.3. At the direction of the emergency services or other lawful authority; and

2.3.3.4. Construction activities whilst the Development is being carried out.

Schedule 5 – Financial Contributions

1. **Education Contribution**

1.1. The Owner shall not Commence Development until it has paid 50% of the Education Contribution to the Council.

1.2. The Owner shall not cause or permit the Occupation of the 40th Dwelling until it has paid the remaining 50% of the Education Contribution to the Council.

2. **Off-Site Public Open Space Contribution**

2.1. The Owner shall not Commence Development until it has paid 25% of the Off-Site Public Open Space Contribution to the Council.

2.2. The Owner shall not cause or permit the Occupation of the 40th Dwelling until it has paid 50% of the Off-Site Public Open Space Contribution to the Council.

2.3. The Owner shall not cause or permit the Occupation of the 60th Dwelling until it has paid the remaining 25% of the Off-Site Public Open Space Contribution to the Council.

3. **Sustainable Travel Contribution**

3.1. The Owner shall not Commence Development until it has paid the Sustainable Travel Contribution to the Council

Schedule 6 – Council's Covenants (General)

1. **Receipt of Financial Contributions**

1.1. The Council will issue separate receipts on request for any sum paid to the Council under this Deed.

1.2. The Council will place all sums received under this Deed in an interest bearing account or in separate accounts as the Council shall at its discretion decide.

1.3. The Council will not apply the Contributions or any sums received pursuant to this Deed for any purpose other than as described in this Deed.

2. **Repayment of Financial Contributions**

2.1. Any Contributions received by the Council under this Deed (or part or parts thereof) which are not expended within 10 years of the date of payment shall, upon the written request of the paying party, be returned to that party or its nominee together with any interest accrued.

3. **Performance**

3.1. Upon the reasonable written request of the Owner after any of the Planning Obligations have been performed the Council will issue written confirmation thereof and will thereafter cancel all relevant entries in the register of local land charges.



EXECUTED as a **DEED** by
BELLWAY HOMES LIMITED
Acting by an attorney
in the presence of a witness:

)
) Attorney

.....
Witness Signature

.....
Witness Name

.....
Witness Address

.....

.....

Executed as a Deed (but not delivered

Until the date of it) by the affixing of

THE COMMON SEAL of

BARNSLEY METROPOLITAN BOROUGH COUNCIL



Authorised Sealing Officer

(A permanent Officer of the Council)

[redacted]

