

Dated 4<sup>th</sup> December 2024

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BARNSELY METROPOLITAN BOROUGH COUNCIL (1)

AND

~~RICHARD ERNEST BARKER AND JOHN ANDREW~~ (2)

NICHOLSON

AND

AVANT HOMES (ENGLAND) LIMITED (3)

---

**AGREEMENT**

Pursuant to Section 106 of the Town and  
Country Planning Act 1990 relating to land off  
Smithywood Lane and Calver Close, Gilroyd,  
Barnsley

Planning Application: 2021/1642

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THIS AGREEMENT is made the

4<sup>th</sup>

day of

December

2024

BY

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of 1 Westgate, Barnsley S70 2DR ("the Council"); and
- (2) **~~RICHARD ERNEST BARKER~~** and **JOHN ANDREW NICHOLSON** of Barker Gotelee LLP, 41 Barrack Square, Martlesham Heath ("the Owner"); and
- (3) **AVANT HOMES (ENGLAND) LIMITED** (Registered Company Number 1043597) whose registered office is Avant House 6 And 9 Tallys End, Barlborough, Chesterfield S43 4WP ("the Developer").

#### WHEREAS

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- (B) ~~The Owner is the freehold owner of the Site registered under title number SYK535714.~~  
*see below*
- (C) The Developer has the benefit of an agreement to purchase the Site from the Owner dated 24<sup>th</sup> September 2021.
- (D) The Developer submitted the Application to the Council for the development of the Site.
- (E) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed in the event that the Planning Permission is granted.

#### NOW THIS DEED WITNESSES AS FOLLOWS:

##### 1 DEFINITIONS

|                                       |                                                                                                                                   |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| "Act"                                 | the Town and Country Planning Act 1990 (as amended);                                                                              |
| "Additional First Homes Contribution" | in circumstances where a sale of a First Home other than as a First Home has taken place, the lower of the following two amounts: |

(B) *Richard Ernest Barker (deceased) and the Owner are the registered proprietors of the Site registered at the Land Registry under title number SYK535714, however Richard Ernest Barker passed away on the 12<sup>th</sup> October 2022. The Owner is the sole registered freehold owner of the Site registered under title number SYK535714.*

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any First Home Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Home Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home,

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

**"Affordable Housing"**

means housing provided to eligible households whose needs are not met by the market as defined in Annex 2 of the National Planning Policy Framework;

**"Affordable Housing Contribution"**

means a financial contribution which is (if applicable) to be calculated and paid by the Owner to the Council in accordance with and in the circumstances specified in Paragraphs 2.3-2.4 of Schedule 2 of this Deed as a contribution towards the cost of providing new or improvements to existing Affordable Housing within the Council's administrative area;

**"Affordable Housing Mortgagee"**

means any 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 Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver;



|                                   |                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <b>"Affordable Housing Plan"</b>  | means drawing reference 4187-200 Rev V attached to this Deed at the Eighth Schedule;                                                                                                                                                                                                                                                                                                                         |
| <b>"Affordable Housing Units"</b> | means those fifty-four (54) Dwellings to be, constructed on the Site pursuant to the Planning Permission which are to be provided as Affordable Housing in accordance with the provisions of Schedules 2 and 3 of this Deed being in accordance with the details of location size and tenure detailed in the Affordable Housing Plan;                                                                        |
| <b>"Affordable Rented Units"</b>  | means thirty-seven (37) of the Affordable Housing Units which comply with the definition of "affordable housing for rent" contained in Paragraph (a) of Annex 2 of the National Planning Policy Framework SAVE THAT the rent charged under all lettings may be increased or decreased annually in line with the Government's rent policy and <b>"Affordable Rented Unit"</b> shall be construed accordingly; |
| <b>"Affordable Value"</b>         | means a price being not greater than fifty per cent (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;                                                                                                                |
| <b>"Application"</b>              | means the application for full planning permission submitted to the Council on the 8 <sup>th</sup> December 2021 for the Development and allocated reference number 2021/1642;                                                                                                                                                                                                                               |
| <b>"Approved List"</b>            | means the following Registered Providers: <ul style="list-style-type: none"> <li>(a) Berneslai Homes Limited;</li> <li>(b) South Yorkshire Housing Association Limited;</li> <li>(c) Yorkshire Housing Limited;</li> <li>(d) Guinness Northern Counties Limited;</li> <li>(e) Equity Housing Group Limited;</li> <li>(f) Leeds and Yorkshire Housing Association Limited;</li> </ul>                         |

(g) Chevin Housing Association Limited; and

(h) Wakefield and District Housing Limited

or such other Registered Provider(s) that may be nominated by the Owner and approved by the Council from time to time;

**"Armed Services Member"** means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

**"Base Rent"** the annual rent of each individual Affordable Housing Unit divided by the number of weeks over which such rent is collected in each year excluding the Service Charge;

**"Biodiversity Enhancement and Management Plan"** the plan dated September 2024 entitled "Biodiversity Enhancement and Management Plan" with reference CLD-BWB-ZZ-XX-RP-LE-0004\_BEMP appended hereto at the Ninth Schedule for the Biodiversity Gain Site which includes details of its provision; any Habitat Creation and Enhancement Works required; a program for its management and maintenance for not less than thirty (30) years from the Habitat Creation and Enhancement Works Completion Date; a plan showing the number and location of all Biodiversity Units; and the methodology, format and frequency of Management Plan Monitoring Reports together with access and inspection arrangements to facilitate such monitoring; which plan has been submitted to and approved in writing by the Council and such revisions as are agreed between the Owner and the Council;

**"Biodiversity Gain Site"** the land known as land on the east and west side of Smithy Wood Lane, Dodworth, Barnsley and registered at the Land Registry under title number SYK535714 that falls within the Council's administrative area of Barnsley and outside of the Site as shown hatched brown on Plan 3 and upon which works are required to be carried out for the purpose of habitat

enhancement and maintained for at least thirty (30) years after their completion as a biodiversity offsetting scheme for the Development in accordance with the Biodiversity Enhancement and Management Plan as approved by the Council;

**"Biodiversity Metric"**

the mechanism with reference to Biodiversity Metric 3.1 approved by the Government's Department for Environment Food and Rural Affairs ("DEFRA") to quantify impacts on biodiversity that allows a biodiversity loss and/or a biodiversity gain affecting different habitats to be compared and ensures the biodiversity offsetting proposed is sufficient to compensate for any residual losses of biodiversity or provide the required biodiversity net gain for any development scheme;

**"Biodiversity Unit"**

a unit of biodiversity value as measured by the current Biodiversity Metric and expressed as an Area Habitat Biodiversity Unit (AHBU), Hedgerow Biodiversity Unit (BHU) and / or River Biodiversity Unit (RBU);

**"Bundling"**

the sale of a single Habitat Unit representing several different environmental benefits, but which does not involve Double Counting, as referred to in the Nature Markets Publication;

**"Competent"**

holding a minimum of Membership of the Chartered Institute of Ecology and Environmental Management or a cognate body with a professional code of conduct and/or in line with definitions provided by the British Standard on Biodiversity Net Gain (8683: 2021) and/or any relevant Natural England or Defra Guidance;

**"Commencement of Development"**

the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the Act but, for the avoidance of doubt, the Planning Permission is deemed not to be implemented for the purposes of this definition by any works of site clearance, demolition work, temporary access, archaeological investigations for the purpose of assessing ground conditions, the carrying out of any decontamination or landfill works, diversion and laying of services, erection of any temporary means of enclosure, the

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|                                 | temporary display of site notices or advertisements and the term <b>"Commenced"</b> shall be construed accordingly;                                                                                                                                                                                                                                                                                                                    |
| <b>"Compliance Certificate"</b> | the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless Paragraph 1.6.2 of Schedule 3 applies the Eligibility Criteria (Local);                                                                                                                                                                                    |
| <b>"Contributions"</b>          | means collectively: <ul style="list-style-type: none"> <li>(a) the Affordable Housing Contribution;</li> <li>(b) the Additional First Homes Contribution (if applicable),</li> <li>(c) the Offsite Open Space Contribution;</li> <li>(d) the Primary Education Contribution;</li> <li>(e) the Secondary Education Contribution, and</li> <li>(f) the Sustainable Travel Contribution;</li> </ul>                                       |
| <b>"Default Interest Rate"</b>  | 4% per annum above the base rate from time to time of the Bank of England;                                                                                                                                                                                                                                                                                                                                                             |
| <b>"Development"</b>            | the development of the Site pursuant to the Application comprising of residential development of 179 dwellings and associated works;                                                                                                                                                                                                                                                                                                   |
| <b>"Development Standard"</b>   | a standard to fully comply with the following: <ul style="list-style-type: none"> <li>(a) technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015;</li> <li>(b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time;</li> </ul> |

(c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited; and

(d) optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings);

**"Disposal"**

Transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

(a) a letting or sub-letting;

(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner;

(c) an Exempt Disposal,

and **"Disposed"** and **"Disposing"** shall be construed accordingly;

**"Double Counting"**

the sale or transfer of the same Biodiversity Unit more than once as the basis for duplicated claims of Biodiversity Gain as referred to in the Nature Markets Publication;

**"Dwelling"**

shall mean one of the dwellings constructed on the Site pursuant to the Planning Permission and **"Dwellings"** shall be construed accordingly;

**"Eligibility Criteria (National)"**

criteria which are met in respect of a purchase of a First Home if:

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

**"Eligibility Criteria (Local)"**

criteria (if any) published by the Council at the date of the Disposal of a First Home which are met in respect of a Disposal of a First Home if:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) any or all of criteria (i) (ii) and (iii) below are met:
  - (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria), and/or
  - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or
  - (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker,

it being acknowledged that at the date of this Deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home;

**"Exempt Disposal"**

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner

- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt Paragraph 8 of Schedule 3 shall apply to such sale)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of Schedule 3;

**"First Homes"**

means the 14 (fourteen) units of the Affordable Housing Units on the Site be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Homes Discounted Price and which on its first Disposal does not exceed the Price Cap and reference to "First Home" shall be construed accordingly;

**"First Homes Discounted Price"**

a sum which is the Open Market Value discounted by a maximum of thirty percent (30%);

**"First Homes Mortgagee"**

any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide shari'ah compliant finance for the purpose of acquiring a First Home;

**"First Homes Owner"**

the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on

which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

(b) the freehold a tenant or sub-tenant of a permitted letting;

**"First Time Buyer"**

means a first time buyer as defined by Paragraph 6 of Schedule 6ZA to the Finance Act 2003;

**"Force Majeure Event"**

a circumstance not within the control of the Owner comprising an act of God such as a drought, flood or other natural disaster;

**"Habitat Creation and Enhancement Works"**

those works set out in the Biodiversity Enhancement and Management Plan which are required to be carried out in order to create and/or enhance the Biodiversity Gain Site suitable for the provision of Biodiversity Units;

**"Income Cap (Local)"**

means eighty thousand pounds (£80,000) or such other income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home;

**"Income Cap (National)"**

means:

- (a) in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London), ninety thousand pounds (£90,000); and
- (b) in the case of any other First Home, eighty thousand pounds (£80,000)

or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

**"Initial Let"**

the first tenancy of each newly constructed and previously un-occupied Affordable Housing Unit to be offered for rent within the Development;



**"Index Linked"**

increased in accordance with the following formula:

Amount payable = the payment specified in this Deed x (A/B)

where:

A = the figure for the Retail Price Index published by the Office for National Statistics that applied immediately preceding the date the payment is due; and

B = the figure for the Retail Price Index published by the Office for National Statistics that applied when that index was last published prior to the date of this Deed;

**"Key Worker"**

means a person employed or with a confirmed job offer in one of the following categories of employment: NHS staff, police officers, firefighters, transport workers and teachers or such other categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "**Key Worker**" criteria which shall apply to that disposal;

**"Legal Additionality Test"**

the requirement that a Habitat Unit is not provided to meet an existing regulatory obligation on the part of the Owner as referred to in the Nature Markets Publication;

**"Local Connection"**

means either (a) or (b) below:

- (a) criteria which are met by a person who satisfies one or more of (i) and (vii) below:
  - (i) they have lived for three (3) out of the last five (5) years in Barnsley or have lived in Barnsley for six (6) months out of the last twelve (12) months;
  - (ii) they are currently employed in the Barnsley area;

- (iii) they have close family who have lived in Barnsley for three (3) out of the last five (5) years or have lived in Barnsley for six (6) months out of the last twelve (12) months;
  - (iv) they are Armed Service Members or former service personnel, where the application is made within five (5) years of discharge from HM forces;
  - (v) they are bereaved spouses and civil partners of Armed Service Members leaving services family accommodation following the death of their spouse or civil partner;
  - (vi) they are serving or former members of the reserve forces who need to move because of a serious injury, medical condition or disability which is wholly or partly attributable to their military service;
  - (vii) they have other special circumstances that connect them to Barnsley
- (b) such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal;

**"Management Company"**

means a body approved by the Council appointed for the purposes of managing and maintaining the Open Space and may include a community trust company or other body set up to manage the Open Space for the benefit of the occupants of the Site PROVIDED THAT the body's memorandum and articles of association shall be created so that sufficient profits

are retained and applied to the maintenance of the Open Space and full details of the memorandum and articles of association shall be provided to the Council for the purposes of approval of the body PROVIDED FURTHER THAT where a body is proposed that is already in existence then details of its memorandum and articles of association shall be provided to the Council and these documents must show that sufficient profits are retained and applied to the maintenance of the Open Space;

**"Management Plan  
Monitoring Reports"**

a written report to be provided on an annual basis for the first five (5) years on each anniversary of the date that the Biodiversity Enhancement and Management Plan took effect following its approval by the Council, and thereafter every five (5) years on the tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), twenty-fifth (25<sup>th</sup>), and thirtieth (30<sup>th</sup>), anniversaries respectively of the date the Biodiversity Enhancement and Management Plan took effect which sets out:

- (a) the results of a review of the operation and effectiveness of the Biodiversity Enhancement and Management Plan since the previous Management Plan Monitoring Report; and

any remedies or measures that are required to be implemented to meet the requirements of the Biodiversity Enhancement and Management Plan;

**"National Planning Policy  
Framework"**

means the National Planning Policy Framework (December 2023) or any successor document thereto;

**"Nature Markets  
Publication"**

the publication entitled "Nature markets: A framework for scaling up private investment in nature recovery and sustainable farming" published by the Government in March 2023;

**"Occupied"**

shall mean occupation 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 and the term <b>"Occupy"</b> and <b>"Occupation"</b> shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                         |
| <b>"Offsite Open Space Contribution"</b>            | means the sum of one hundred and sixty thousand, eight hundred and thirteen pounds and sixty eight pence (£160,813.68) to be paid by the Owner to the Council and to be used by the Council in lieu of the provision of publicly accessible formal recreational open space on the Site for the provision of, or improvements to, public open space within 10km of the boundary of the Site the need for which is required in order to mitigate the impacts of the Development; |
| <b>"Open Market Dwellings"</b>                      | shall mean those Dwellings which are not Affordable Housing Units and the term <b>"Open Market Dwelling"</b> shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                   |
| <b>"Open Market Rent"</b>                           | the market rent of a Dwelling at the point of letting on the assumption that the Dwelling is an Open Market Dwelling and not an Affordable Housing Unit;                                                                                                                                                                                                                                                                                                                       |
| <b>"Open Market Value"</b>                          | the price which the relevant Dwelling would achieve (assuming a willing seller and willing buyer acting without compulsion) if sold on the open market free from the restrictions in this Deed;                                                                                                                                                                                                                                                                                |
| <b>"Open Space"</b>                                 | means the areas to be provided within the Site for recreation and amenity space purposes as shown on Plan 2 which are to be permanently retained and maintained as open space to serve the Development in accordance with the provisions set out in Schedule 4;                                                                                                                                                                                                                |
| <b>"Open Space Management and Maintenance Plan"</b> | means a plan and specification setting out how the Open Space is to be managed and maintained in perpetuity approved pursuant to the relevant condition of the Planning Permission;                                                                                                                                                                                                                                                                                            |
| <b>"Open Space Scheme of Works"</b>                 | means a scheme of works including the means and timetable for the formation, laying out and provision of the Open Space;                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Other Affordable Home Ownership"</b>            | means Affordable Housing which is not Affordable Rented Units or First Homes and may be provided as Shared                                                                                                                                                                                                                                                                                                                                                                     |

Ownership Units or such other type of home ownership as agreed in writing with the Council;

**"Plan 1"**

the plan with reference "4187/LP1" and attached to this Deed at the First Schedule;

**"Plan 2"**

the plan with reference "4187-310" and attached to this Deed at the First Schedule;

**"Plan 3"**

the plan with reference "4187-01 Rev A" attached to this Deed at the First Schedule;

**"Planning Permission"**

the planning permission subject to conditions to be granted by the Council together with any non material amendment thereto pursuant to Section 96A of the Act and any planning permission granted pursuant to Section 73 of the Act for the Development;

**"Practical Completion"**

means, in respect of First Homes:

- (a) the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and the First Home can be Occupied;

And in respect of all other circumstances:

- (b) issue of a certificate of practical completion in respect of the Development (or the relevant part thereof) by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect that the Development has been constructed and is available for Occupation;

**"Price Cap"**

means the amount for which a First Home is sold after the application of the First Homes Discounted Price which on its first Disposal shall not exceed two hundred and fifty thousand pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;

**"Primary Education Contribution"**

means the sum of five hundred and ninety-two thousand pounds (£592,000) in respect of the provision of thirty seven (37) primary school places at sixteen thousand pounds (£16,000) per place and to provide improvements to school educational facilities within the North school planning area as defined in the Council's "Financial Contributions to Schools" SPD (adopted May 2019) in respect of the schools within a five (5) mile radius of the Development;

**"Protected Tenant"**

means as the case may be:

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

**"Registered Provider"**

means a provider of social housing included in the register of registered providers of social housing maintained by the Regulator under the Housing and Regeneration Act 2008;

**"SDLT"**

means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

**"Secondary Education Contribution"**

means the sum of four hundred and sixteen thousand pounds (£416,000) in respect of the provision of twenty-six (26) secondary school places at sixteen thousand pounds (£16,000) per place and to provide improvements to school educational facilities within the central school planning area as

defined in the Council's "Financial Contributions to Schools" SPD (adopted May 2019) in respect of the schools within a five (5) mile radius of the Development;

**"Secretary of State"**

means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;

**"Service Charge"**

the amount chargeable by the Owner or Registered Provider as the case may be to the tenant of each Affordable Housing Unit to cover services to be provided by the Owner or Registered Provider having regard to the Landlord and Tenant Acts 1985 and 1987 as amended;

**Shared Ownership Lease**

means a lease in the form or substantially in the form of the Homes England model form from time to time or in such other form as shall be approved by the Council such approval not to be unreasonably withheld or delayed;

**Shared Ownership Unit**

means Affordable Housing provided by a Registered Provider in accordance with the Second Schedule and let pursuant to a Shared Ownership Lease where:

- (a) the initial percentage of equity sold is between ten percent (10%) and seventy five (75%) which shall be calculated with the intention that Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices;
- (b) rent on unsold equity is initially set at no more than two point seven five per cent (2.75%);
- (c) charges for services are levied in accordance with the good practice guidance issued by the Regulator of Social Housing;

and **"Shared Ownership Units"** shall be construed accordingly;

|                                          |                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Site"</b>                            | the land off Smithywood Lane and Calver Close, Gilroyd, Barnsley shown edged red on Plan 1;                                                                                                                                                                                                                                                     |
| <b>"Stacking"</b>                        | the use of different credits or units for different ecosystem services for the same piece of land to achieve multiple environmental outcomes, but which does not involve Double Counting, as referred to in the Nature Markets Publication;                                                                                                     |
| <b>"Substantial Completion"</b>          | in relation to a Dwelling the term "Substantial Completion" shall be interpreted in accordance with Section 171B of the Act and relevant case law under that Section and the term <b>"Substantially Completed"</b> shall be construed accordingly;                                                                                              |
| <b>"Sustainable Travel Contribution"</b> | means the sum of one hundred and thirty four thousand two hundred and fifty pounds (£134,250) to be used by the Council towards sustainable travel improvements in accordance with the Council's "Sustainable Travel" SPD (adopted November 2019) the need for which is required in order to mitigate the impacts arising from the Development; |
| <b>"Valuer"</b>                          | a member of the Royal Institution of Chartered Surveyors appointed by the Owner at its own cost but first approved by the Council; and                                                                                                                                                                                                          |
| <b>"Working Day"</b>                     | any day apart from Saturday and Sunday and statutory bank holidays.                                                                                                                                                                                                                                                                             |

## 2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.



- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 2.6 Reference to a party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any covenant by the parties not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity or enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 2.10 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 (whether or not on appeal) after the date of this Deed.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirement imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

### **4 CONDITIONALITY**

- 4.1 The obligations contained within this Deed are conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development

save for the provisions of Clause 7 which shall come into effect immediately upon the completion of this Deed.

### **5 THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council (so as to bind the Site) to fully observe and perform the obligations in this Deed including those obligations set out in the Schedules and hereby agrees that the Site shall be subject to the obligations, restrictions and covenants herein, such obligations being planning obligations for the purposes of Section 106 of the Act.

5.2 The Owner covenants to the Council in respect to the Biodiversity Gain Site as follows:

- (a) not to encumber or otherwise deal with their interest in the Biodiversity Gain Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out;
- (b) that there are no interests (legal or equitable) required for the purposes of section 106 of the 1990 Act in the Biodiversity Gain Site other than those detailed in this Deed; and
- (c) that no part of the Biodiversity Gain Site is subject to any constraints, including but not limited to restrictive covenants, planning conditions, hydrology, flooding, archaeology and/or contamination which would be reasonably capable of affecting its suitability as a Biodiversity Gain Site and for the habitat works and management required to achieve the target habitat, which have not been disclosed in writing to the Council prior to the completion of this Deed.

## **6 THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owner to observe and perform the obligations set out in the Sixth Schedule.
- 6.2 The Council confirms that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 relating to the planning obligations herein are satisfied.

## **7 FEES**

- 7.1 The Developer shall pay to the Council on completion of this Deed the sum of one thousand five hundred pounds (£1,500) in respect of the reasonable and proper legal fees of the Council incurred in the negotiation, preparation and execution of this Deed.

## **8 LOCAL LAND CHARGE**

- 8.1 This Deed shall be registerable as a local land charge by the Council.
- 8.2 Following the performance and satisfaction of all the obligations contained in this Deed or where the obligations under this Deed are no longer enforceable the Council shall as soon as reasonably practicable effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed against the Site (or relevant part).

## **9 COUNCIL'S CONSENT OR APPROVAL**

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

## **10 COMMUNICATION**

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

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

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

- (a) to the Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2021/1642;
- (b) to the Owner and the Developer at the addresses given in this Deed,

or as otherwise specified by the relevant party by notice in writing to each other party.

10.3 Any notice, request, demand or other written communication given or served in accordance with Clause 10.1 or Clause 10.2 shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next working day delivery service, on the Working Day after posting.

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

10.5 This Clause 10 does not apply to the service of any proceedings or other documents in any legal action.

## **11 TERMINATION OF THIS DEED**

11.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or it is modified by any statutory procedure or expires prior to the Commencement of Development.

## **12 THE CONTRACTS ACT**

12.1 Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

### **13 LIABILITIES**

- 13.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs (save for any easement or like right) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

### **14 COUNCIL'S POWERS**

- 14.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

### **15 ENFORCEABILITY**

- 15.1 The obligations contained within this Deed shall not be enforceable against:
- (a) the individual owners or occupiers of an Open Market Dwelling or their mortgagees, chargees or successors in title;
  - (b) individual owner occupiers of an Affordable Housing Unit nor against their chargees or mortgagees or those deriving title from them with the exception of Paragraphs 3.1 to 3.5 of the Second Schedule which shall be enforceable against tenants of an Affordable Rented Unit and against those deriving title from them.
    - (i) a Registered Provider acquiring an interest in the Site save for such Registered Provider shall be bound by the provisions of Paragraphs 1-4 (inclusive) of the Second Schedule;
    - (ii) a Protected Tenant;
    - (iii) an Affordable Housing Mortgagee; and
    - (iv) any statutory authority or service company acquiring part of the Site or any electricity sub-station, gas governor or other land within the Site.
- 15.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Biodiversity Gain Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed PROVIDED THAT should such planning permission be granted prior to the coming into force of Paragraph 7 of Part 1 of Schedule 7A to the 1990 Act the Parties agree that the Council shall be entitled, within three months of the implementation of such planning permission to the provision by the Owner of replacement Biodiversity Unit(s) in place of all those Biodiversity Units which will be lost as a result of development pursuant to such planning permission, which replacements shall be located on land within the Council's administrative area and of an equivalent number, type and level of enhancement to those so lost.
- 15.3 Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Biodiversity Gain Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

- 15.4 The obligations contained in this Deed shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Biodiversity Gain Site or interest therein for the purposes of the supply of electricity gas water drainage or telecommunication services PROVIDED THAT if a statutory undertaker acquires any part of the Biodiversity Gain Site for such purposes the parties agree that the Council shall be entitled within three months of such acquisition to the provision by the Owner of replacement Biodiversity Unit(s) in place of any lost as a result of such acquisition (which shall be located on land within the Council's administrative area and of an equivalent number, type and level of enhancement to those lost).

## **16 CHANGE IN OWNERSHIP**

- 16.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Biodiversity Gain 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 Biodiversity Gain Site or part thereof purchased by reference to a plan.

## **17 WAIVER**

- 17.1 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.

## **18 INTEREST**

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

## **19 INDEXATION**

- 19.1 All Contributions payable to the Council shall be Index Linked.
- 19.2 Where reference is made in this Deed to an index, and that index ceases to exist or is replaced or rebased, then such reference shall be deemed to include any replacement or rebased index or, in the event the index is not replaced, to such alternative reasonably comparable index as the Council shall advise the Owner in writing.

## 20 FUTURE PERMISSIONS

- 20.1 If an application is made under section 73 of the 1990 Act in respect of the Planning Permission to carry out the Development without complying with a condition or conditions to which the Planning Permission is subject (a S73 Application) then in the event that the Council is minded to approve such S73 Application:
- (a) if the Council considers that the Planning Obligations contained in this Deed are both sufficient and necessary to make the development proposed by such S73 Application acceptable in planning terms then references to Planning Permission in this Deed shall be deemed to also be references to that new planning permission and the Parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission without the need for a further deed to be made pursuant to section 106 of the 1990 Act (and for the avoidance of any doubt it is hereby agreed by the Council that the operation of this clause 18(a) shall never require the duplication of any of the Planning Obligations contained in this Deed);
  - (b) if the Council considers that additional or modified planning obligations are necessary to make the development proposed by such S73 Application acceptable in planning terms then for the avoidance of doubt nothing in this Clause **Error! Reference source not found.** shall fetter the Council's ability in the exercise of its proper planning judgment to require the completion of such further deed made pursuant to section 106 of the 1990 Act as it considers necessary and in such case Clause 18(a) shall be disregarded.

## 21 VAT

- 21.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## 22 JURISDICTION

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

## 23 DELIVERY

- 23.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## 24 DISPUTE PROVISIONS

- 24.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (except as to matters of law which shall remain the jurisdiction of the courts) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly

relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- (a) In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 19.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- (b) Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- (c) The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

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

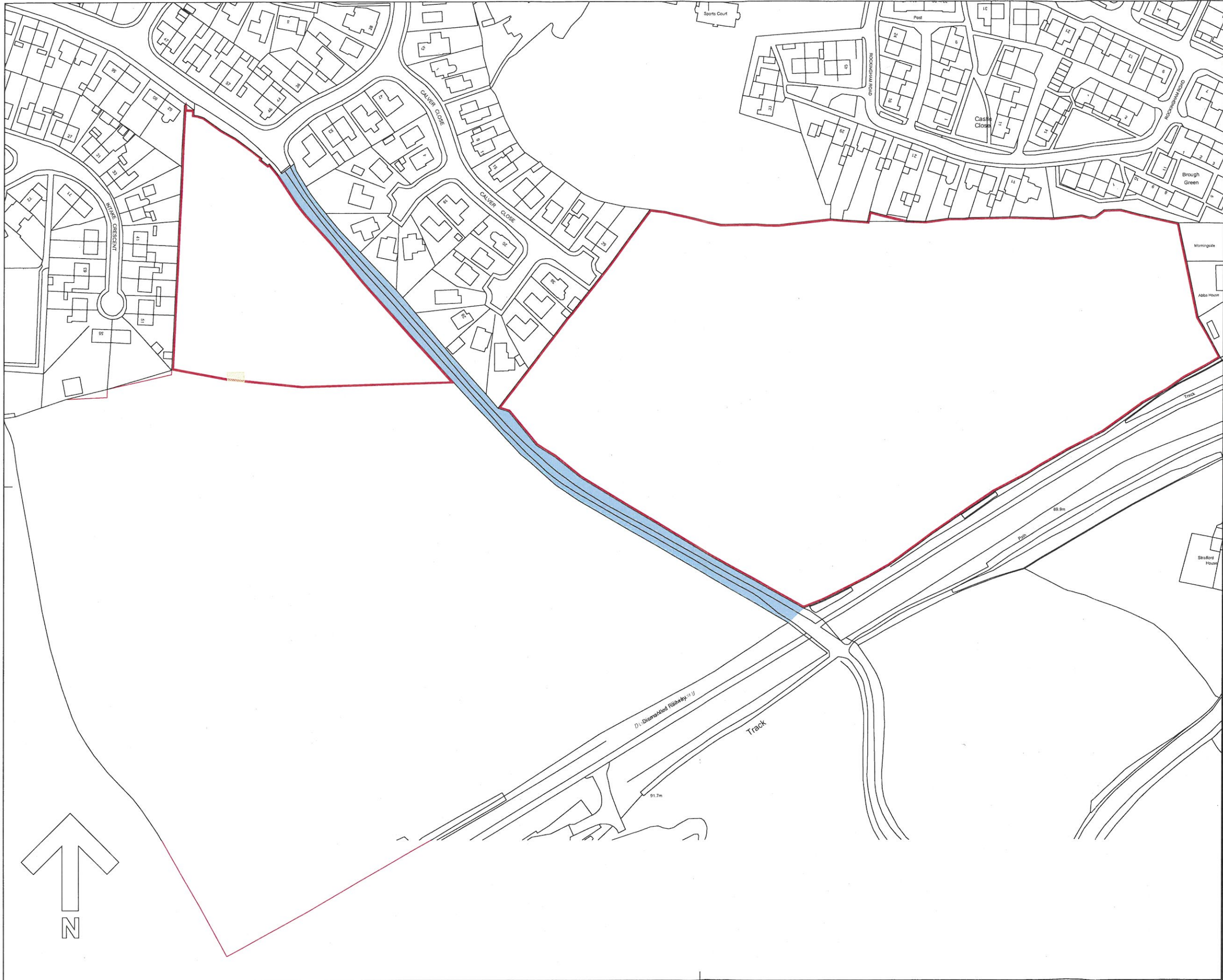
## **FIRST SCHEDULE**

**Plan 1**

**Plan 2**

**Plan 3**





DATE REVISIONS BY

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

- LAND PURCHASE AREA WITHIN HOUSING ALLOCATION
- LAND REQUIRED TO FACILITATE PROPOSED DRAINAGE AND UTILITY STRATEGY WHICH FALLS OUTSIDE THE HOUSING ALLOCATION AVANT TO ACCESS UNDER LICENCE
- LAND REQUIRED AS PROTECTED AREA TO PROVIDE FUTURE ACCESS TO VENDOR RETAINED LAND

*[Handwritten signatures]*

Avant Homes  
Avant House  
6 & 9 Tallys End  
Barlborough  
S43 4WP



DRAWN RB. CHECKED DATE May 2021

DRG. No. 4187/LP1 REV. -

SCALE: 1:1250

Location Plan

Calver Lane,  
Dodworth,  
Barnsley







- Legend**
- Plot boundary
  - Denotes ownership of boundary
  - 88 Indicates plot number
  - P88 Denotes parking space
  - VP8 Visitor parking space
  - VP8 Private Visitor parking space
  - Shared drive
  - Shared footpath
  - Bin collection point
  - Private Bin collection point
  - Essex roads
  - Private lighting column
  - Drainage easement
  - Services strips
  - Managed area
  - Coner Strip
  - Swale/sustainable drainage feature
  - Major retaining feature
  - Maintenance easement
  - Via-Spays - No structure or planting to exceed 600mm in height
  - Indicates affordable housing plot (Rent, Shared Ownership, Intermediate)

*J.A.*

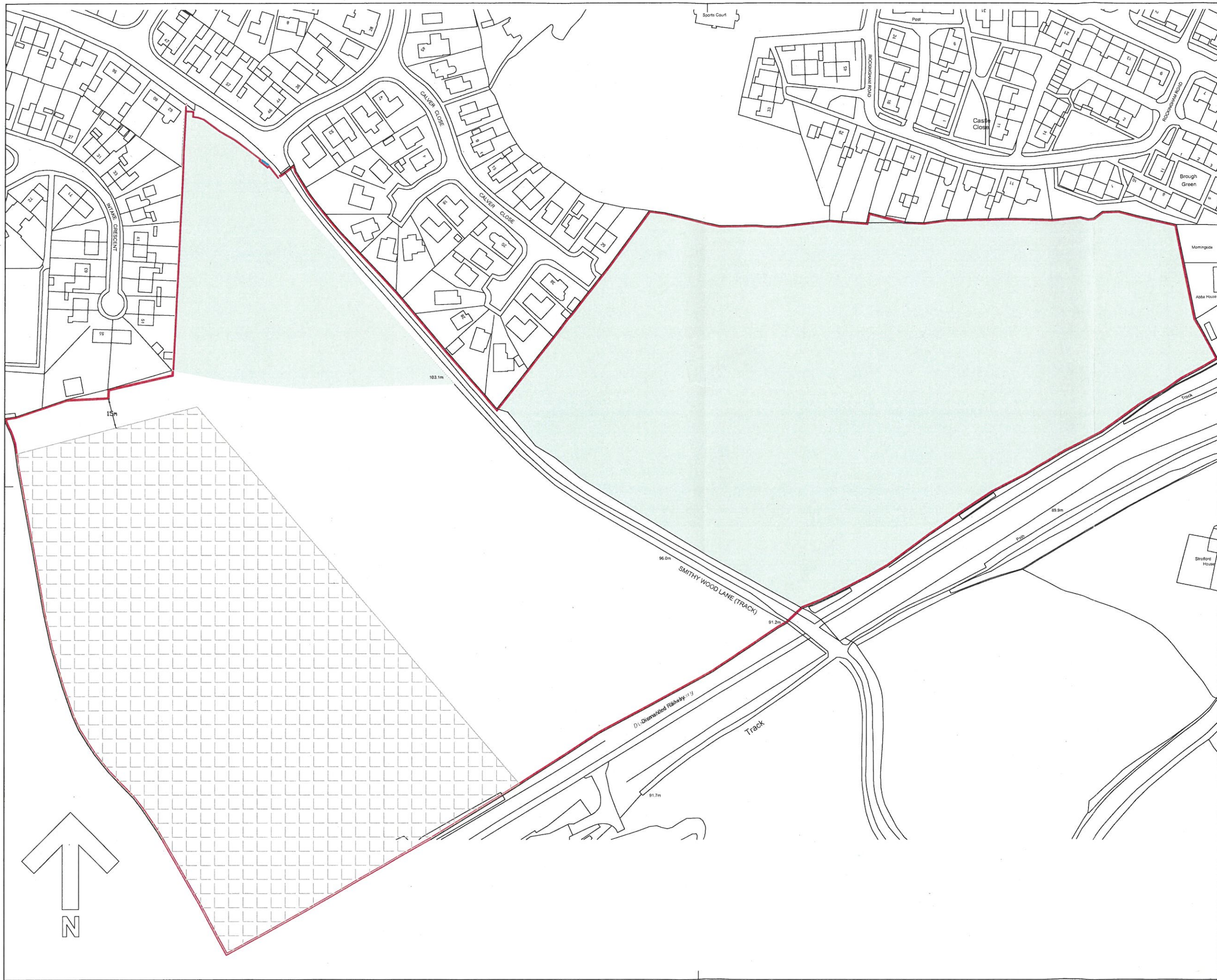
*M.B.*

*K.Wedike*

|                                                                                                                                            |                     |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|
|                                                                                                                                            |                     |                 |
| <small>Unit 2, Water Oak, Park Avenue, Duffel, Wakefield, WF1 3PL<br/>Tel: 01924 204113 Fax: 01924 204118<br/>www.avanthomes.co.uk</small> |                     |                 |
| DATE:<br>08.04.24                                                                                                                          | SCALE:<br>1:1000@A1 | DRAWN BY:<br>ZE |
| SNG TITLE:<br>Management Company Plan                                                                                                      |                     |                 |
| PROJECT:<br>Smithy Wood Gate, Calver Lane, Dodworth                                                                                        |                     |                 |
| DWG No:<br>4187 - 310                                                                                                                      | REV:                |                 |







| DATE     | REVISIONS                                     | BY |
|----------|-----------------------------------------------|----|
| 21.09.22 | Rev. A - Updated in line with vendor comments | DM |

- PROPOSED LAND PURCHASE AREA
- LR TITLE - SYK 535714
- EXTENT OF BNG LANDTAKE

*[Handwritten signatures]*

Avant Homes  
Avant House  
6 & 9 Tallys End  
Barlborough  
S43 4WP



|                   |         |         |      |          |      |
|-------------------|---------|---------|------|----------|------|
| DRAWN             | RD.     | CHECKED | DATE | Mat 2021 | REV. |
| DRG. No.          | 4187-01 |         |      |          | A    |
| SCALE:            | 1:1250  |         |      |          |      |
| BNG LANDTAKE PLAN |         |         |      |          |      |

Calver Lane,  
Dodworth,  
Barnsley



## SECOND SCHEDULE

### Affordable Housing

The Owner covenants with the Council that:

#### 1 Affordable Housing Mix

- 1.1 The Owner shall provide fifty four (54) of the Dwellings as Affordable Housing Units in accordance with the following mix and in accordance with the Affordable Housing Plan:

|                                    |                   |
|------------------------------------|-------------------|
| Affordable Rented Units            | thirty seven (37) |
| First Homes                        | fourteen (14)     |
| Other Affordable Home<br>Ownership | three (3)         |

Or such other mix and tenure as agreed in writing with the Council.

#### 2 Affordable Housing Units

- 2.1 No more than 50% of the Open Market Dwellings shall be Occupied until 25% of the Affordable Housing Units have been Substantially Completed on the Site.
- 2.2 No more than 80% of the Open Market Dwellings shall be Occupied until 100% of the Affordable Housing Units have been Substantially Completed on the Site.
- 2.3 Not to Occupy or to permit the Occupation of more than 80% of the Open Market Dwellings until all of the Affordable Housing Units EXCEPT for the First Homes have been transferred to a Registered Provider or the Affordable Housing Contribution has been paid to the Council.
- 2.4 Any Affordable Housing Contribution payable in accordance with Paragraph 2.3 above shall be calculated as follows (in reference to each applicable Affordable Housing Unit):
- A – (B)
- Where:
- A = the Open Market Value.
- B = the Affordable Value.

In calculating any Affordable Housing Contribution:



- 2.4.1 in the event that the Owner and the Council cannot agree the Affordable Housing Contribution within 30 Working Days (or such lesser period as may be agreed) the Affordable Housing Contribution shall be determined by a Valuer;
- 2.4.2 the Valuer shall act as an expert and his decision shall be final; and
- 2.4.3 the costs of any determination by the Valuer shall be paid by the Owner.

### **3 Transfer of the Affordable Housing Units**

- 3.1 The Owner shall as soon as reasonably practicable following the Commencement of Development issue draft heads of terms to the Registered Provider and thereafter use reasonable endeavours to contract to transfer the Affordable Housing Units (except for the First Homes) to the Registered Provider.
- 3.2 If the proposed sale does not proceed with the initial Registered Provider as set out at 3.1 above 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.
- 3.3 If the Owner has complied with Paragraph 3.1 to 3.2 of this Schedule and no Registered Provider has contracted to acquire the Affordable Housing Units (except for the First Homes):
  - 3.3.1 within a period of six (6) months from the Practical Completion of the last of the Affordable Units; or
  - 3.3.2 upon the Occupation of 80% of the Open Market Units (whichever is the earlier);
- 3.4 the Owner may (at the Owners' absolute discretion) dispose of such Affordable Housing Units (except for First Homes) on the open market (free from all the provisions of this Deed as if the relevant Affordable Housing Unit(s) were Open Market Units) and in lieu of the on-site provision of Affordable Housing the Owner shall pay to the Council the Affordable Housing Contribution.
- 3.5 Any transfers to a Registered Provider under this Schedule shall contain the following provisions:
  - 3.5.1 the grant and reservation 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 Units and the remainder of the Dwellings constructed or to be constructed as part of the Development; and
  - 3.5.2 the imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of any of the Dwellings within the Development.



#### **4 Affordable Rented Units**

- 4.1 From the date of Substantial Completion of each Affordable Rented Unit not to grant leases or tenancies of the Affordable Rented Units to occupiers other than the grant of leases or tenancies by a Registered Provider or Registered Providers at Affordable Rents.
- 4.2 Following the Substantial Completion of each Affordable Rented Unit, the Affordable Rented Unit shall not be used or Occupied other than as an Affordable Rented Unit which is let by a Registered Provider to persons identified pursuant to Paragraph 4.3 of this Schedule at an Affordable Rent save that this obligation shall not apply to any Protected Tenant or any mortgagee or chargee of that Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees.
- 4.3 The Registered Provider shall not:
- (a) use or permit any Affordable Rented Unit to be used or Occupied for any purpose other than as an Affordable Rented Unit managed by a Registered Provider and which is to be let at a rent which does not exceed the Affordable Rent; and
  - (b) allocate the Affordable Rented Units except through the Council's Choice Based Lettings System, other than where an existing policy between the Council and Registered Provider already exists or comes to be agreed.

AND FOR THE AVOIDANCE OF DOUBT the obligations in Paragraphs 4.3(a) and 4.3(b) of this Schedule shall not apply to any Protected Tenant or any mortgagee or chargee of that Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees or to any mortgagee or chargee of the Registered Provider and its successors in title and their mortgagees and chargees or to any Affordable Housing Mortgagee and its successors in title and their mortgagees and chargees.

#### **5 Exclusion**

- 5.1 To ensure that the Affordable Housing Units shall not be used other than for Affordable Housing provided that this Deed shall not be binding on:
- (a) any person acquiring an interest in an Affordable Housing Unit under a statutory right to buy or acquire the said Affordable Housing Unit;

- (b) a lessee under a shared ownership lease (if any) of an Affordable Housing Unit or a mortgagee or chargee of a shared ownership lease granted in respect of an Affordable Housing Units;
- (c) a person who has staircased under a Shared Ownership Lease (if any) of a Shared Ownership Dwelling to acquire the freehold of the said Affordable Housing Unit or a mortgagee or chargee of such an Affordable Housing Unit;
- (d) any person deriving title from any such person as is mentioned in Sub Paragraphs 4.1(a) to 4.1(c) above;
- (e) 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 Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
  - (i) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another 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
  - (ii) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions set out in this Schedule which provisions shall determine absolutely.

5.2 For the avoidance of doubt, the exemption at Paragraph 4 of this Schedule does not apply to First Homes.

## **THIRD SCHEDULE**

### **First Homes**

#### **1.1 Obligations**

1.1.1 The Owner covenants with the Council (unless otherwise agreed in writing) for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come save that:

- (a) Paragraphs 1.2, 1.3, 1.4 and 1.5 of this Schedule shall not apply to a First Homes Owner;
- (b) Paragraphs 1.6 and 1.7 of this Schedule apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- (c) Paragraph 1.8 of this Schedule applies as set out therein.

#### **1.2 Quantum of First Homes**

To provide 25% of the total number (rounded up or down to the nearest whole Dwelling) of the Affordable Housing Units on the Site as First Homes in accordance with this Schedule and shall be provided and retained as First Homes in perpetuity subject to the terms of this Deed.

#### **1.3 Clustering**

- 1.3.1 The First Homes shall not be visually distinguishable from the Open Market Dwellings based upon their external appearance.
- 1.3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent specifications of the First Homes shall be permitted.

#### **1.4 Type and Distribution**

The mix of First Homes provided within the Site shall be agreed in writing between the Owner and the Council.

## **1.5 Development Standard**

### **1.5.1 All First Homes shall be constructed to:**

- (a) the Development Standard current at the date of this Deed; and
- (b) no less than the standard applied to the Open Market Dwellings.

## **1.6 Delivery Mechanism**

### **1.6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:**

- (a) the Eligibility Criteria (National); and
- (b) the Eligibility Criteria (Local) (if any).

### **1.6.2 If an Eligibility Criteria (Local) is in place and a First Home has been actively marketed for three months (such period to expire no earlier than three months prior to Practical Completion) and it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), Paragraph 1.6.1(b) of this Schedule shall cease to apply.**

### **1.6.3 Subject to Paragraph 1.6.4 of this Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee.**

### **1.6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:**

- (a) the Council has been provided with evidence that:
  - i. the intended purchaser meets the Eligibility Criteria (National) and (unless either there is no Eligibility Criteria (Local) or Paragraph 1.6.2 of this Schedule applies) meets the Eligibility Criteria (Local) (if any);
  - ii. the Dwelling is being Disposed of as a First Home at the First Homes Discounted Price; and
  - iii. the transfer of the First Home includes:

1. a definition of the "Council" which shall be "Barnsley Metropolitan Borough Council;

2. a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in Paragraphs 1.6.1 to 1.6.9 of the Third Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

3. a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated *14<sup>th</sup> December 2024* entered into between (1) the Council (2) the Owner and (1) the Developer;

4. a provision that the property is sold subject to and with the benefit of the "First Homes Provisions" and the Transferee acknowledges that it may not transfer or otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions;

5. a copy of the First Homes Provisions in an Annexure.

(b) The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of Paragraphs 1.6.3 and 1.6.4(a) of this Schedule have been met.

1.6.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Barnsley Metropolitan Borough Council, 1 Westgate, Barnsley S70 2DR or their conveyancer that the provisions of Schedule 3 (First Homes) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition."*

1.6.6 The owner of a First Home (which for the purposes of this paragraph shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

(a) the Dwelling has been actively marketed as a First Home for six months in accordance with Paragraphs 1.6.1 and 1.6.2 of this Schedule (and in the case of a first Disposal the six months shall be calculated from a date no earlier than six months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with Paragraphs 1.6.3 and 1.6.4 of this Schedule; or

(b) requiring the First Homes Owner to undertake active marketing for the period specified in Paragraph 1.6.6(a) of this of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

1.6.7 Upon receipt of an application served in accordance with Paragraph 1.6.6 of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the First Homes Discounted Price.

1.6.8 If the Council is satisfied that either of the grounds in Paragraph 1.6.6 of this Schedule above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with Paragraph 1.6.6 of this Schedule that the relevant Dwelling may be Disposed of:

(a) to the Council at the First Homes Discounted Price; or

(b) (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home,

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from Paragraph 1.6.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

1.6.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in Paragraph 1.6.6 of this Schedule have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with Paragraph 1.6.6 of this Schedule serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of the Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with Paragraph 1.6.6 of this Schedule following which the Council must within twenty eight (28)



days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

1.6.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the First Homes Discounted Price in accordance with Paragraphs 1.6.8 or 1.6.9 of this Schedule the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

1.6.11 Any person who purchases a First Home free of the restrictions in this Schedule 3 of this Deed pursuant to the provisions in Paragraphs 1.6.9 and 1.6.10 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

## 1.7 Use

1.7.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with Paragraphs 1.7.1 – 1.7.4 of this Schedule below:

(a) a First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, PROVIDED THAT the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years;

(b) a First Homes Owner may let or sub-let their First Home for any period PROVIDED THAT the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (i) – (vi) below:

- i. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- ii. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;

- iii. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
  - iv. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
  - v. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
  - vi. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- (c) A letting or sub-letting permitted pursuant to Paragraph 1.7.1 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- (d) Nothing in this Paragraph 1.7 of this Schedule prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation PROVIDED THAT the First Home remains at all times the First Home Owner's main residence.

## **1.8 First Home Mortgagee Exclusion**

- 1.8.1 The obligations in Paragraph 1 of this Schedule in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a First Home Receiver)) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or First Home Receiver PROVIDED THAT:
- (a) such First Home Mortgagee or First Home Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
  - (b) once notice of intention to Dispose of the relevant First Home has been given by the First Home Mortgagee or First Home Receiver to the Council the First Home Mortgagee or First Home Receiver shall be free to sell that First Home at its full Open Market Value and subject only to Paragraph 1.6.3 of this Schedule;

- (c) following the Disposal of the relevant First Home the First Home Mortgagee or First Home Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

## FOURTH SCHEDULE

### Open Space

- 1 The Owner covenants with the Council:
  - 1.1 Not to Commence the Development unless the Open Space Management and Maintenance Plan and the Open Space Scheme of Works have been submitted to and approved in writing by the Council.
  - 1.2 To complete to the reasonable satisfaction of the Council the Open Space in accordance with the approved Open Space Scheme of Works and to notify the Council of completion of the Open Space Scheme of Works within ten (10) Working Days and if the Open Space Scheme of Works have been completed to the Council's reasonable satisfaction in accordance with the Open Space Scheme of Works the Council shall serve a written notice of approval on the Owner (the "**Approval Notice**").
- 2 The Council shall have the right for itself or its employees and agents at all reasonable times and upon reasonable notice to the Owner to view the state and progress of the Open Space Works and maintenance of the Open Space.
- 3 The Council may make written representations to the Owner concerning any aspect of the carrying out of the Open Space Scheme of Works and the Owner shall procure that appropriate steps are taken to give effect to any such reasonable representations.
- 4 If the Open Space works are not completed to the reasonable satisfaction of the Council the Council shall serve on the Owner a written schedule of defects and/or matters that the Council reasonably regards as outstanding.
- 5 The Owner shall procure that all defects referred to in the schedule of defects in Paragraph 4 of this Schedule shall be made good within one month of the issue of the schedule of defects or such longer period specified in writing by the Council and thereafter require further inspection by the Council.
- 6 The Council may issue a further schedule of defects if it considers that all defects have not been made good.
- 7 Upon being satisfied that the Open Space works have been completed to its reasonable satisfaction the Council shall issue the Approval Notice.

- 8 Upon the issuing of the Approval Notice, the Owner shall procure to deliver and transfer the Open Space to the Management Company in accordance with the timetable and requirements set out in the Open Space Scheme of Works.
- 9 The Open Space shall be maintained by the Owner or the Management Company in full accordance with the Open Space Management and Maintenance Plan and the Open Space shall not be used for any purpose other than for the provision of Open Space.

## FIFTH SCHEDULE

### Biodiversity Net Gain

The Owner covenants with the Council as follows:

- 1 To provide the Council with the Commencement Notice no less than one month prior to the date of Commencement of the Development and not to Commence the Development until the Commencement Notice has been provided to the Council.
- 2 To complete the Habitat Creation and Enhancement Works in accordance with the Biodiversity Enhancement and Management Plan by no later than the first planting season following completion of the Development ("**the Habitat Creation and Enhancement Works Completion Date**").
- 3 For a period of no less than thirty (30) years from the Habitat Creation and Enhancement Works Completion Date to either:
  - (a) manage and maintain the Biodiversity Gain Site in accordance with the Biodiversity Enhancement and Management Plan and for no other purpose inconsistent with the requirements of the Biodiversity Enhancement and Management Plan; or
  - (b) to procure such the management and maintenance of the Biodiversity Gain Site in accordance with the Biodiversity Enhancement and Management Plan and for no other purpose inconsistent with the requirements of the Biodiversity Enhancement and Management Plan;and to continue to do so for as long as this Deed is in effect ensuring that there is a Competent manager of the Biodiversity Gain Site at all times throughout this period.
- 4 Not to create or cause or permit any encumbrance to the title of the Biodiversity Gain Site and not to execute, renew or extend (nor cause or permit the execution, renewal or extension of) any lien, licence or similar interest that may affect the Biodiversity Gain Site without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed.
- 5 To ensure that in accordance with government guidance, at all times, all Biodiversity Units on the Biodiversity Gain Site meet the Legal Additionality Test and that there is no Double Counting of any Biodiversity Unit PROVIDED THAT FOR THE AVOIDANCE OF DOUBT Bundling or Stacking of environmental credits or units will be permitted.
- 6 To allow access to the Biodiversity Gain Site on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the



Biodiversity Enhancement and Management Plan and this Deed; subject to appropriate health and safety measures if livestock are on the Biodiversity Gain Site.

- 6.1 To provide Management Plan Monitoring Reports to the Council at the frequency as set out in the definition of the same from the first anniversary of the Habitat Creation and Enhancement Works Completion Date or in accordance with such other timescale and frequency as shall be set out in the Biodiversity Enhancement and Management Plan or agreed in writing with the Council.
  - 6.2 To review each Management Plan Monitoring Report with the Council and if the Council (acting reasonably) is of the view that that Management Plan Monitoring Report indicates that the Biodiversity Enhancement and Management Plan is not being complied with it shall notify the Owner to that effect setting out its reasons for holding such opinion as soon as reasonably practicable after the review and, in any event, within eight (8) weeks of the review.
  - 6.3 Following receipt of any written notice from the Council pursuant to Paragraph 5.2 above, to submit Biodiversity Net Gain Management and Monitoring remedial measures that are designed to ensure the aims of the Biodiversity Enhancement and Management Plan can be met to the Council for approval including such further revisions as are reasonably required by the Council until such time as the Biodiversity Enhancement and Management Plan remedial measures are approved in writing by the Council PROVIDED THAT the Owner shall implement the approved Biodiversity Enhancement and Management Plan remedial measures as soon as reasonably practicable after they have been approved by the Council.
- 7 Breach Provisions
- 7.1 If any requirement of the Management Plan Monitoring Report is breached which arises as a direct result of a Force Majeure Event, the responsibility shall be exempted in part or in whole from liability according to the influence of the Force Majeure Event provided that if the Force Majeure Event occurs after the Owner or the Developer delays performance of any requirement of the Management Plan Monitoring Report, that party shall not be exempted from liability.
  - 7.2 Subject to clause 16 of this Deed:
    - (a) Before taking action to enforce any of the provisions of this Deed the Council will give written notice to the Owner stating the nature of the breach, the steps required to remedy the breach and specifying a reasonable timescale for the Owner for remedying the breach;
    - (b) The Council will also give the Owner a reasonable opportunity to discuss the breach with it and the timescale and steps for remedying the said breach prior to the remedy

being carried out. The Council will take into account any reasonable representations made by the Owner.

- (c) If the Owner does not use reasonable endeavours to remedy the breach within the stated time period or longer period as agreed with the Council then without prejudice to Paragraph 8.3 below the Council will be able to pursue all legal remedies.

- 7.3 If at any time the Council acting reasonably notifies the Owner in writing that there has been a fundamental breach of the obligations contained in Paragraph 1 of this Schedule resulting in habitat destruction or habitat failure in respect of any Biodiversity Unit or part thereof (and for the avoidance of doubt this shall not be deemed to have arisen where the Biodiversity Enhancement and Management Plan has been fully complied with) the Owner shall be required to pay to the Council within fifteen (15) Working Days of the date of such notification a sum of £25,000 per destroyed or failed Biodiversity Unit in accordance with Paragraph 8.3 above (or such other price per Biodiversity Unit as the Council charges in accordance with its schedule of fees and charges as at the date of the Council notifying the Owner of a breach of the obligations in Paragraph 1 of this Schedule) as the value of the said Biodiversity Units which have been lost, such sum to be used by the Council for funding long-term conservation projects in the Council's administrative area which will deliver Biodiversity Net Gain.

## **SIXTH SCHEDULE**

### **Financial Contributions**

#### **1 Primary Education Contribution**

1.1 The Owner covenants to pay the Primary Education Contribution to the Council in the following instalments:-

- 1.1.1 25% payable prior to the Occupation of the 1<sup>st</sup> Dwelling;
- 1.1.2 25% payable prior to the Occupation of the 45<sup>th</sup> Dwelling;
- 1.1.3 25% payable prior to the Occupation of the 90<sup>th</sup> Dwelling; and
- 1.1.4 25% payable prior to the Occupation of the 135<sup>th</sup> Dwelling.

#### **2 Secondary Education Contribution**

2.1 The Owner covenants to pay the Secondary Education Contribution to the Council in the following instalments:-

- 2.1.1 25% payable prior to the Occupation of the 1<sup>st</sup> Dwelling;
- 2.1.2 25% payable prior to the Occupation of the 45<sup>th</sup> Dwelling;
- 2.1.3 25% payable prior to the Occupation of the 90<sup>th</sup> Dwelling; and
- 2.1.4 25% payable prior to the Occupation of the 135<sup>th</sup> Dwelling.

#### **3 Sustainable Travel Contribution**

3.1 The Owner covenants to pay the Sustainable Travel Contribution to the Council in the following instalments:-

- 3.1.1 50% payable prior to the Occupation of the 25<sup>th</sup> Dwelling; and
- 3.1.2 50% payable prior to the Occupation of the 75<sup>th</sup> Dwelling.

#### 4 Offsite Open Space Contribution

- 4.1 The Owner shall pay the Offsite Open Space Contribution to the Council in the following instalments:

- 4.1.1 <sup>eighty thousand four hundred and six pounds and</sup>  
<sup>eighty four pence (£80,406.84)</sup> prior to the Occupation of the 25<sup>th</sup> Dwelling; and By
- 4.1.2 eighty thousand four hundred and six pounds and eighty four pence (£80,406.84) prior to Occupation of the 75<sup>th</sup> Dwelling. KW

## **SEVENTH SCHEDULE**

### **Council Covenants**

The Council covenants as follows:-

- 1 Not to use any part of the Primary Education Contribution, Secondary Education Contribution and the Sustainable Transport Contribution other than for the purposes as permitted by this Deed.
- 2 In the event of the Primary Education Contribution, Secondary Education Contribution, Sustainable Transport Contribution and the payment for any loss of Biodiversity Unit set out in Paragraph 7.3 of the Fifth Schedule not being utilised for the purposes specified in this Deed within five (5) years from the date of the payment of the final instalment of the contribution in accordance with the provisions of this Deed, the Council shall repay the unexpended sum upon written demand to the party which paid the contribution.
- 3 To provide to the Owner or such other party which has paid the Primary Education Contribution, Secondary Education Contribution, Sustainable Transport Contribution and the payment for any loss of Biodiversity Unit set out in Paragraph 7.3 of the Fifth Schedule such evidence as the Owner or such other party which has paid the contribution may reasonably require in writing in order to confirm the expenditure of the sums paid under the terms of this Deed.
- 4 When requested by the Owner or the Developer in writing to provide written confirmation of the discharge of the planning obligations contained in this Deed.
- 5 To comply with the arrangements set out in the Fifth Schedule hereto.

**EIGHTH SCHEDULE**

**Affordable Housing Plan**









**NINTH SCHEDULE**

**BIODIVERSITY ENHANCEMENT AND MANAGEMENT PLAN**





A **CAF** GROUP COMPANY

## **ENVIRONMENT**

Avant Homes (England) Ltd  
Calvar Close,  
Dodworth  
Biodiversity Enhancement and  
Management Plan

**ENVIRONMENT**

Avant Homes (England) Ltd  
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September 2024

## DOCUMENT ISSUE RECORD

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## APPENDICES

Appendix 1: Landscape Plans

## 1. INTRODUCTION

### Instruction

- 1.1 This Biodiversity Enhancement and Management Plan (BEMP) has been produced on behalf of Avant Homes (England) Ltd in respect of the Site at Claver Close, Dodworth. It has been produced to detail the biodiversity mitigation, compensation and enhancement measures for the development.

### Site Description

- 1.2 The Site comprised two parcels of land located off Calver Close, Dodworth and is centred on grid reference SE3224404387 as shown in **Figure 1.1**.

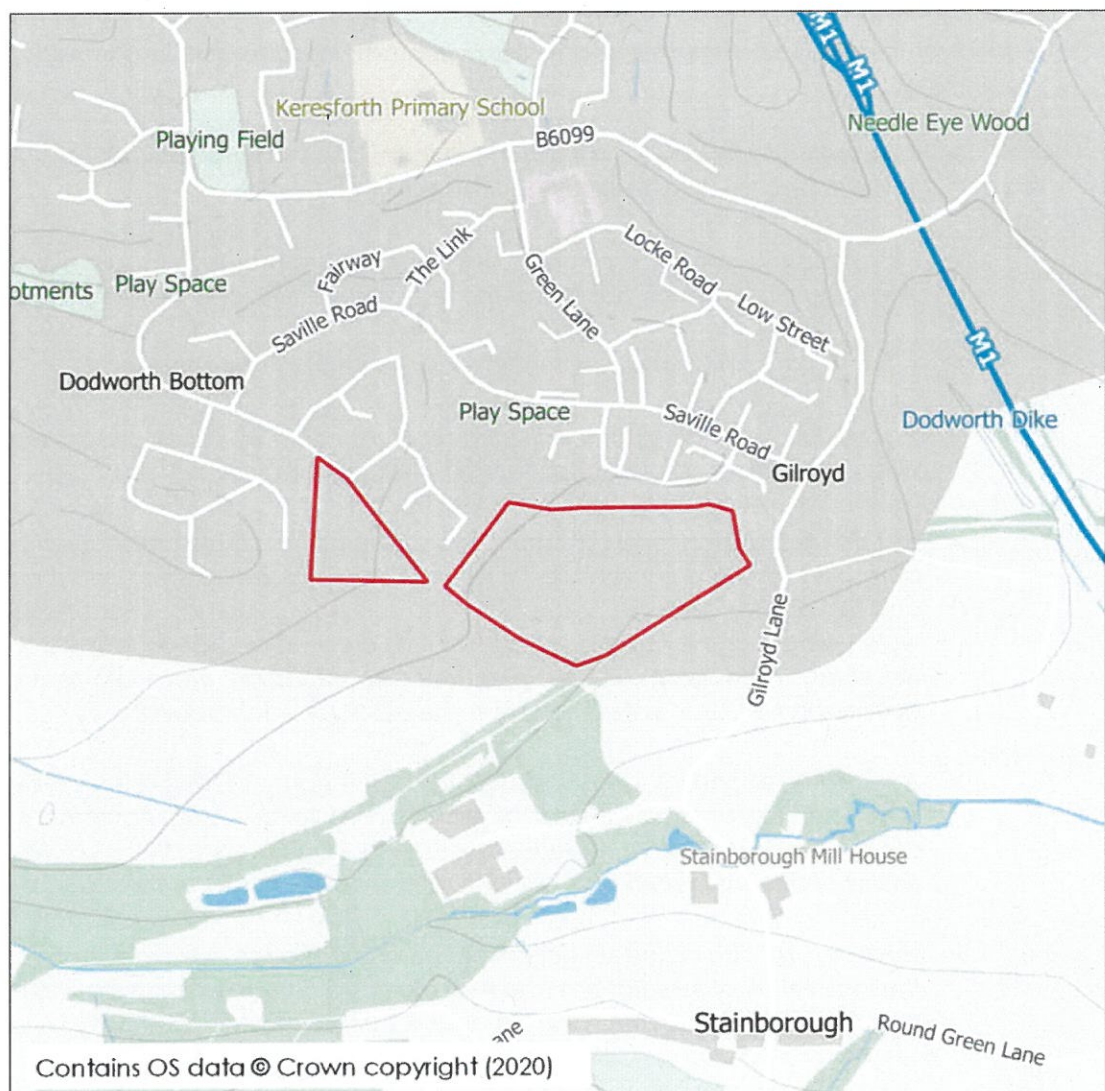


Figure 1.1: Site Location Plan

## The Project

- 1.3 The proposals are for a residential development of 179 dwellings with associated infrastructure, Public Open Space (POS) areas and landscaping.

## Scope of Works

- 1.4 This report has been prepared to support the Planning Application and meet the following Condition:

*'A Biodiversity Enhancement Management Plan (BEMP), completed by a suitably qualified ecologist should be submitted to the Local Planning Authority prior to the commencement of works on site. The BEMP should be based upon measures as set out within the Biodiversity Net Gain Assessment report submitted (document number CLD-BWB-ZZ-XX-RP-LE-0002\_BNG, July 2023). The BEMP should be supported by an updated Biodiversity Net Gain assessment and biodiversity metric calculation and include the following:*

- *A recent landscape plan detailing the location of mitigation works and the size of each habitat area to be enhanced and/or created;*
- *Management aims and prescriptions detailing the methods required to create and/or enhance each habitat at the required quality for a period of 30 years;*
- *A timetable of delivery for each habitat created and/or enhanced;*
- *A schedule of ecological monitoring for a minimum 30 year period, identifying when key indicators of habitat maturity should be achieved;*
- *Details on the monitoring of habitats and the provision of a report, which shall be provided to the LPA on the 1st November of each year of monitoring (years one-three after creation, years five, and ten and every ten years thereafter), which will assess the condition of all habitats created and/or enhanced and any necessary management or replacement/remediation measures required to deliver the Net Gain values set out in the BEMP for each habitat;*
- *A schedule of actions to be undertaken in case signs of failing are identified; the schedules must include details of technique(s) to be used, equipment to be used, roles and relevant expertise of personnel and organisations involved and timing of actions including submission of monitoring report to the Council.*
- *The BEMP will also include other mitigation and enhancement measures, such as the installation of integral bat and nest boxes on 50% of proposed buildings and access points for hedgehog within boundary features.'*

## **Aims and Objectives**

- 1.5 This BEMP has been produced following a review of the most recent ecological reports for the Site including:
- BWB (2021). Preliminary Ecological Appraisal; Calver Lane, Dodworth.
  - BWB (2023). Ecological Impact Assessment; Calver Lane, Dodworth.
  - BWB (2023) Biodiversity Net Gain Assessment; Calver Lane, Dodworth.
- 1.6 This document has been produced to provide details relating to the discharge of the planning condition, as provided above, to include:
- A recent landscape plan with details of the location of mitigation works and the size of each habitat/linear feature to be created/enhanced.
  - Management aims required to create and /or enhance each habitat/linear features.
  - A timetable of delivery for each habitat/linear feature created and/or enhanced.
  - A schedule of ecological monitoring for a minimum of a 30-year period, identifying when key indicators of habitat/linear feature maturity should be achieved.
  - Details on the monitoring of habitats and linear features and the provision of a report.
  - A schedule of actions to be undertaken in case signs of failing are identified.



## 2. BASELINE HABITATS

- 2.1 The baseline habitats at the Site include dominant improved grassland with a boundary dry ditch, native hedgerows and scattered trees as described below. **Figure 2.1** (Pg. 6) provides the UK Hab Habitat Plan.
- 2.2 **Note.** There have been no landscape amendments since the Biodiversity Net Gain Assessment was produced by BWB in 2023, so an update Biodiversity Net Gain Assessment was not deemed necessary.

### Baseline – On-Site

#### Improved Grassland

- 2.3 The Site comprised two improved grassland fields with a sward height of up to 15 cm having previously been utilised for arable farming (unknown crop). Vegetation was dominated by perennial ryegrass *Lolium perenne* with some cock's-foot *Dactylis glomerata*, Timothy *Phleum pratense*, occasional creeping buttercup *Ranunculus repens* and broadleaved dock *Rumex angustifolium*.

#### Boundary Habitats

- 2.4 A short length of dry ditch was present adjacent to the northern boundary which supported the same species as the grassland as well as rosebay willowherb *Chamerion angustifolium*.
- 2.5 Site boundaries largely comprised fences and non-native hedges associated with gardens with some short lengths of dilapidated dry-stone wall. There were two short lengths of hawthorn *Crataegus monogyna* dominated hedgerows up to 2m high and 1m wide.
- 2.6 To the immediate south of the Site was a linear block of semi-natural broadleaved woodland associated with public footpaths.
- 2.7 Several mature trees were present within the Site boundaries comprising ash *Fraxinus excelsior* and oak *Quercus* sp. Along the western boundary of the larger field were areas of scattered scrub, primarily comprising bramble *Rubus fruticosus* but also including some ornamental garden escapees.

### Baseline – Off-Site

- 2.8 To mitigate for the deficit in post-development biodiversity net gain habitat units on-Site, a 3.5 ha arable field has been secured off-Site, to provide off-Site mitigation.
- 2.9 The arable land does not require a condition assessment.

## Summary

- 2.10 **Table 2.1** below provides a summary of the habitats, the condition assessment and the areas of habitats which was used in the Biodiversity Metric to calculate the Site's baseline score.

**Table 2.1: Habitat Condition Assessment Summary**

| UK Habitat Type                            | Condition Assessment Result |
|--------------------------------------------|-----------------------------|
| Grassland; Modified Grassland              | Moderate                    |
| Urban; Urban Tree                          | Good                        |
| Native Hedgerow with Trees (eastern field) | Good                        |
| Native Hedgerow with Trees (western field) | Good                        |
| Cropland; cereal crops (off-Site)          | N/A                         |





Figure 2.1: Baseline UK Hab-Plan

### 3. HABITAT CREATION

3.1 See **Appendix 1** for the most current landscape masterplan for full details on the habitat creation at the Site and locations.

3.2 The following habitats will be retained at the Site:

- 2 no. urban trees on the southern boundary of the Site (retained as Good Condition).
- 0.15 km of the 0.20 km native hedgerows with trees. The hedgerows within the eastern field will be retained (retained as Good Condition).

3.3 The habitats and hedgerows to be created within the Site are detailed in **Table 3.1** and **Table 3.2**, as well as details of their area/length and their target habitat condition to be achieved. The same details for the habitats to be created off-Site are provided in **Table 3.3**.

**Table 3.1: On-Site Habitat and Condition Post-Development**

| UK Habitat Type                       | Area (ha) | Target Condition            |
|---------------------------------------|-----------|-----------------------------|
| Grassland; Other Neutral              | 0.3388    | Moderate                    |
| Grassland; Modified                   | 0.51      | Poor                        |
| Heathland and Shrub; Mixed Scrub      | 0.013     | Moderate                    |
| Urban; Developed Land, Sealed Surface | 3.26      | N/A - Other                 |
| Urban; Vegetated Garden               | 1.4581    | Condition Assessment<br>N/A |
| Urban; Urban Tree                     | 0.2442    | Poor                        |
| Urban; Introduced Shrub               | 0.0405    | Condition Assessment<br>N/A |

**Table 3.2: On-Site Hedgerow and Condition Post-Development**

| UK Habitat Type              | Length (km) | Target Condition |
|------------------------------|-------------|------------------|
| Native Species Rich Hedgerow | 0.75        | Moderate         |
| Hedge Ornamental Non Native  | 0.15        | Poor             |

**Table 3.3: Off-Site Habitat and Condition Post-Development**

| UK Habitat Type                  | Area (ha) | Target Condition |
|----------------------------------|-----------|------------------|
| Grassland; Other Neutral         | 1.75      | Moderate         |
| Heathland and Shrub; Mixed Scrub | 1.75      | Moderate         |



## Grassland Creation

- 3.4 Wildflower and amenity grassland will be created at the Site, with the locations of these habitats provided on the landscaping plan in **Appendix 1**.
- 3.5 The following seed mixes below will be utilised within the grasslands on and off-Site:
- **On-Site** – Other Neutral Grassland – Emorsgate EH1 – Wildflower Mix 'Hedgerow Mix'.
  - **On-Site** – Modified Grassland / Vegetated Garden – Emorsgate EL1 – Flowering lawn mixture.
  - **Off-Site** – Other Neutral Grassland – Emorsgate EM5 – Meadow Mixture for Loamy Soils.
- 3.6 The preparation and management for each of these seed mixes will be discussed within the following section:

### On-Site – Other Neutral Grassland

- 3.7 The following seed mixes will be utilised for the on-Site other neutral grassland:
- Emorsgate EH1 – Wildflower Mix 'Hedgerow Mix' – Sowing rate 4g/m<sup>2</sup>

### *Working Methods*

- 3.8 The below working methods are extracted from the prescriptions provided by Emorsgate Seeds for Emorsgate EH1 – Hedgerow Mixture <https://wildseed.co.uk/product/mixtures/complete-mixtures/special-habitat-mixtures/hedgerow-mixture/>.

### *Preparation*

- 3.9 'To prepare the seed bed, first remove weeds using repeated cultivation. Cultivation close to established trees and shrubs can be damaging to their root systems so take care not to dig too deep, keeping disturbance to the minimum required to expose fresh soil.'

### *Sowing*

- 3.10 Seed will be sown in the autumn or spring. 'The seed must be surface sown and can be applied by machine or broadcast by hand. To get an even distribution and avoid running out divide the seed into two or more parts and sow in overlapping sections. Do not incorporate or cover the seed, but firm in with a roll, or by treading, to give good soil/seed contact.'

### *Management – Year 1*

- 3.11 'Most of the sown meadow species are perennial and are slow to establish. Soon after sowing there will be a flush of annual weeds, arising from the soil seed bank. These weeds can look unsightly, but they will offer shelter to the sown seedlings, are great for bugs, and they will die before the year is out. Do not cut the annual weeds until mid to late summer'. Then cut, remove and compost in early August. This will reveal the young meadow, which can then be kept short by grazing or mowing through to the end of March of the following year. Dig out any residual perennial weeds such as docks.

### *Management – Year 2+*

- 3.12 'Zoned management of hedgerow margins frequently produces the best diversity of habitat structure: areas closest to the hedge boundary and those which are more shaded will be left uncut in most years. Areas that are further from the margin and more open can be managed as grassland habitat'. The first 2 metres against the hedgerow boundary will be left uncut, with the other areas cut once to twice yearly (depending on requirements and growth).
- 3.13 'Hedgerow vegetation that is not mown or grazed each year will become rough and "tussocky" in character. It can form useful refuge habitat on corners and margins of a site. To control scrub and bramble development these tussocky areas may need cutting every 2-3 years between October and February.' This will be informed following monitoring surveys, discussed below, and by the vegetation maintenance contractors.

### On-Site – Modified Grassland / Vegetated Garden

- 3.14 The following seed mix will be utilised:
- Emorsgate EL1 – Flowering lawn mixture – Sowing rate 4g/m<sup>2</sup>

### *Working Methods*

- 3.15 The below working methods are extracted from the prescriptions provided by Emorsgate Seeds for Emorsgate EL1 – Flowering Lawn Mixture <https://wildseed.co.uk/product/mixtures/complete-mixtures/special-habitat-mixtures/flowering-lawn-mixture/>
- 3.16 The preparation and sowing related to the modified grassland in Public Open Space (POS) and within the vegetated gardens, with the management prescriptions only relevant to the modified grassland in POS i.e. there is no possibility / requirement for ongoing management on the vegetated gardens.

### *Preparation*

- 3.17 'To prepare the seed bed, first remove weeds using repeated cultivation. Then plough or dig to bury the surface vegetation, harrow or rake to produce a medium tilth, and roll or tread to produce a level firm surface.'

### Sowing

- 3.18 Seed will be sown in the autumn or spring. 'The seed must be surface sown and can be applied by machine or broadcast by hand. To get an even distribution and avoid running out divide the seed into two or more parts and sow in overlapping sections. Do not incorporate or cover the seed, but firm in with a roll, or by treading, to give good soil/seed contact.'

### Management – Year 1 (POS modified grassland only)

- 3.19 'The wild flower and grass species in this mix are perennial; they will be slow to germinate and grow and will not usually flower in their first growing season. There will often be a flush of annual weeds from the soil in the first growing season. This annual weed growth is easily controlled by repeated mowing.'
- 3.20 Mow newly sown flowering lawns regularly (every 7 -10 days during growing season) throughout the first year of establishment. Cut to a height of 40-60mm, removing cuttings if dense. This will gradually develop a good sward structure, help maintain balance between faster growing grasses and slower developing wild flowers, and control annual weeds. Dig out any residual perennial weeds such as docks.

### Management – Year 2+ (POS modified grassland only)

'Mow regularly as a lawn but not too short (25-40mm). To permit flowering, mowing can be relaxed from late June. Cut again when the sward gets untidy (after 4-8 weeks). Mowing should be suspended earlier in the year to allow cowslips to flower.' Heavy quantities of cuttings will be collected and removed from site.

### Off-Site – Other Neutral Grassland

- 3.21 The following seed mix will be utilised:

- Emorsgate EM5 – Meadow Mixture for Loamy Soils – Sowing rate 4g/m<sup>2</sup>

### Working Methods

- 3.22 The below working methods are extracted from the prescriptions provided by Emorsgate Seeds for Emorsgate EM5 – Meadow Mixture for Loamy Soils <https://wildseed.co.uk/product/mixtures/complete-mixtures/meadow-mixtures-for-specific-soils/meadow-mixture-for-loamy-soils/>.

### Preparation

- 3.23 'To prepare the seed bed, first remove weeds using repeated cultivation. Then plough or dig to bury the surface vegetation, harrow or rake to produce a medium tilth, and roll, or tread, to produce a firm surface. Loamy soils are easily worked and can usually be prepared for seeding in either the autumn or spring.'



### *Sowing*

- 3.24 Seed will be sown in the autumn or spring. 'The seed must be surface sown and can be applied by machine or broadcast by hand. To get an even distribution and avoid running out divide the seed into two or more parts and sow in overlapping sections. Do not incorporate or cover the seed, but firm in with a roll, or by treading, to give good soil/seed contact.'

### *Management – Year 1*

- 3.25 'Most of the sown meadow species are perennial and are slow to establish. Soon after sowing there will be a flush of annual weeds, arising from the soil seed bank. These weeds can look unsightly, but they will offer shelter to the sown seedlings, are great for bugs, and they will die before the year is out. Do not cut the annual weeds until mid to late summer. Then cut, remove and compost in early August. This will reveal the young meadow, which can then be kept short by grazing or mowing through to the end of March of the following year. Dig out any residual perennial weeds such as docks'.

### *Management – Year 2+*

- 3.26 In the second and subsequent years EM5 sowings, the grassland will be managed by traditional meadow management based around a main summer hay cut in combination with autumn mowing (or grazing).
- 3.27 Meadow grassland will not be cut or grazed from spring through to early August to give the sown species an opportunity to flower. After flowering in early August take a 'hay cut': cut back with a scythe, petrol strimmer or tractor mower to approximately 50 mm. Leave the 'hay' to dry and shed seed for 1-7 days then remove from site. Mow (or graze) the re-growth through to late autumn/winter to approximately 50 mm and again in spring if needed.
- 3.28 Loamy soils tend to be more fertile, encouraging the growth of grasses. Increasing the frequency of mowing or grazing to remove surplus grass can help to maintain a balanced sward structure with a good flower content. This will be informed following monitoring surveys, discussed below, and by the vegetation maintenance contractors.

### **Mixed Scrub**

- 3.29 A small area of on-Site scrub will be created and a total area of 1.75 ha of mixed scrub will be created off-Site as part of the development proposals. The native scrub will be planted in a scattered manner at various densities. The native mixed scrub mix will include the species and numbers detailed within **Tables 3.4** and **3.5**.

**Table 3.4: On-Site – Mixed Scrub**

| Common Name | Latin                     | No. planted |
|-------------|---------------------------|-------------|
| Hazel       | <i>Corylus avellana</i>   | 6 no.       |
| Hawthorn    | <i>Crataegus monogyna</i> | 4 no.       |
| Holly       | <i>Ilex aquifolium</i>    | 2 no.       |



|              |                        |        |
|--------------|------------------------|--------|
| Blackthorn   | <i>Prunus spinosa</i>  | 4 no.  |
| Goat willow  | <i>Salix caprea</i>    | 2 no.  |
| Guelder rose | <i>Viburnum opulus</i> | 2 no.  |
| <b>TOTAL</b> |                        | 20 no. |

**Table 3.5: Off-Site – Mixed Scrub**

| Common Name  | Latin                     | No. planted |
|--------------|---------------------------|-------------|
| Hazel        | <i>Corylus avellana</i>   | 305 no.     |
| Hawthorn     | <i>Crataegus monogyna</i> | 204 no.     |
| Holly        | <i>Ilex aquifolium</i>    | 102 no.     |
| Blackthorn   | <i>Prunus spinosa</i>     | 204 no.     |
| Goat willow  | <i>Salix caprea</i>       | 102 no.     |
| Guelder rose | <i>Viburnum opulus</i>    | 102 no.     |
| <b>TOTAL</b> |                           | 1,019 no.   |

#### Working Methods

- 3.30 Any new scrub plants should be planted between November and March, although they should not be planted into waterlogged or frozen ground. If bare rooted plants are to be used, care must be taken to ensure the roots are not exposed for long during planting.
- 3.31 A grazing guard associated with newly planted specimens will be applied to each scrub planted.
- 3.32 To ensure the soil is suitable for planting, the ground will be ploughed to develop an even planting area and to remove any existing soil compaction.
- 3.33 Linear planting will be avoided, with a 'natural' / semi- random pattern undertaken.
- 3.34 Scrub should be planted in clumps, with unplanted gaps to create open ground / clearings (planting covering approximately 80-90%). Species should be mixed randomly throughout the planting.

#### *Mixed Scrub Management – Year 1-5*

- 3.35 Spot treatment of pernicious species such as nettles, thistles, ragwort and docks are a sign of high nutrient levels, and these species can out-compete desirable wildflower species. This should be undertaken as required during the establishment phase (Years 1-5).

#### *Mixed Scrub Management – Year 5+*

- 3.36 Selective thinning will be undertaken from Year 5 (target condition year).

- 3.37 Coppicing of the scrub will be undertaken on a rotational basis every 5 years (target condition year), with 1/5<sup>th</sup> coppiced every year on a rotational cycle from Year 5.
- 3.38 Coppicing will be undertaken as late as possible in the season (January or preferably, February) to remove the risk of nesting birds and provide an overwinter source of cover and foraging.
- 3.39 Rotational coppicing will allow the scrub to re-grow and the scrubs characteristic thicket structure to rejuvenate.
- 3.40 At least a third of the thinned and coppiced vegetation will be retained as brash/deadwood in-situ.

### Tree Planting

- 3.41 Tree planting including both native and ornamental species will be planted at the Site. The native trees will be planted as indicated on the landscaping plan provided in **Appendix 1**.
- 3.42 As part of the landscaping proposals, a total of 107 trees will be planted across the on-Site development including both native and ornamental species. The species and number are detailed within **Table 3.6**.
- 3.43 Any new trees should be planted between November and March, although they should not be planted into waterlogged or frozen ground. If bare rooted plants are to be used, care must be taken to ensure the roots are not exposed for long during planting. A trampling/grazing guard associated with newly planted specimens would be highly advantageous.

**Table 3.6: On-Site – Tree Planting**

| Common Name                                            | Latin                                    | Size planted   | No. planted |
|--------------------------------------------------------|------------------------------------------|----------------|-------------|
| Robin Hill                                             | <i>Amelanchier arbore</i>                | Standard       | 3 no.       |
| Field maple                                            | <i>Acer campestre</i>                    | Heavy standard | 4 no.       |
| Field maple                                            | <i>Acer campestre</i>                    | Standard       | 1 no.       |
| Field maple - <i>Acer campestre</i> 'Elsrijk'          | <i>Acer campestre</i> 'Elsrijk'          | Standard       | 5 no.       |
| Field maple - <i>Acer campestre</i> 'Louise Red Shine' | <i>Acer campestre</i> 'Louise Red Shine' | Heavy standard | 1 no.       |
| Field maple - <i>Acer campestre</i> 'Streetwise'       | <i>Acer campestre</i> 'Streetwise'       | Standard       | 3 no.       |
| Snowy mespilus                                         | <i>Amelanchier lamarckii</i>             | Standard       | 10 no.      |
| Amur maple                                             | <i>Acer tataricum ginnala</i>            | Standard       | 1 no.       |
| Silver birch                                           | <i>Betula pendula</i>                    | Standard       | 6 no.       |
| Common hornbeam                                        | <i>Carpinus betulus</i>                  | Heavy standard | 7 no.       |
| Beech                                                  | <i>Fagus sylvatica</i>                   | Heavy standard | 1 no.       |
| Copper beach                                           | <i>Fagus sylvatica</i> 'Purpurea'        | Heavy standard | 4 no.       |

|                                    |                                 |                |         |
|------------------------------------|---------------------------------|----------------|---------|
| Sweet cherry                       | <i>Prunus avium</i>             | Heavy standard | 7 no.   |
| Plena tree                         | <i>Prunus avium</i> 'Plena'     | Heavy standard | 6 no.   |
| Bird cherry                        | <i>Prunus padus</i>             | Heavy standard | 2 no.   |
| Cherry pandora                     | <i>Prunus</i> 'Pandora'         | Standard       | 6 no.   |
| Sessile oak                        | <i>Quercus petraea</i>          | Heavy standard | 1 no.   |
| English oak                        | <i>Quercus robur</i>            | Heavy standard | 3 no.   |
| Whitebeam                          | <i>Sorbus aria</i>              | Standard       | 5 no.   |
| Rowan                              | <i>Sorbus aucuparia</i>         | Standard       | 15 no.  |
| Scarlet Japanese mountain ash tree | <i>Sorbus commixta</i> 'Embley' | Standard       | 6 no.   |
| Small-leaved lime                  | <i>Tilia cordata</i>            | Heavy standard | 3 no.   |
| Small-leaved lime Rancho           | <i>Tilia cordata</i> 'Rancho'   | Heavy standard | 7 no.   |
| <b>TOTAL</b>                       |                                 |                | 107 no. |

### Ornamental Shrub and Hedgerow Planting

- 3.44 A range of ornamental shrub species will be planted at the Site, see Appendix 1 for the full list of species. All ornamental planting should be undertaken at an appropriate time of year as per each individual plants requirements to maximise survival rates.
- 3.45 Native and non-native hedgerows will be created within the new development, the species list and numbers to be planted can be seen in **Table 3.7** and **3.8** below.
- 3.46 Any new hedgerow plants should be planted between November and March, although they should not be planted into waterlogged or frozen ground. Planting should comprise two parallel rows with specimens 30cm apart.
- 3.47 If bare rooted plants are to be used, care must be taken to ensure the roots are not exposed for long periods during planting.
- 3.48 The base of hedgerows should be kept free from weeds until the hedgerow is established. This can be achieved with the use of a thick mulch or matting.

**Table 3.7: On-Site – Native Hedgerow Mix**

| Common Name  | Latin                     | No. planted |
|--------------|---------------------------|-------------|
| Field maple  | <i>Acer campestre</i>     | 267 no.     |
| Hazel        | <i>Corylus avellana</i>   | 1048 no.    |
| Hawthorn     | <i>Crataegus monogyna</i> | 1571 no.    |
| Holly        | <i>Ilex aquifolium</i>    | 528 no.     |
| Blackthorn   | <i>Prunus spinosa</i>     | 1048 no.    |
| Goat willow  | <i>Salix caprea</i>       | 528 no.     |
| Guelder rose | <i>Viburnum opulus</i>    | 267 no.     |
| <b>TOTAL</b> |                           | 5,257 no.   |

**Table 3.8: On-Site – Hedgerow Mix**

| Common Name           | Latin                                 | No. planted |
|-----------------------|---------------------------------------|-------------|
| Hornbeam              | <i>Carpinus betulus</i>               | 83 no.      |
| Beech                 | <i>Fagus sylvatica</i>                | 1485 no.    |
| New Zealand broadleaf | <i>Griselinia littoralis</i>          | 558 no.     |
| New Zealand broadleaf | <i>Griselinia littoralis</i>          | 179 no.     |
| Golden privet         | <i>Ligustrum ovalifolium 'Aureum'</i> | 285 no.     |
| Cherry laurel         | <i>Prunus laurocerasus</i>            | 232 no.     |
| Cherry laurel         | <i>Prunus laurocerasus</i>            | 407 no.     |
| <b>TOTAL</b>          |                                       | 3,229 no.   |



## 4. HABITAT RETENTION MANAGEMENT

### Trees

- 4.1 The 2 no. trees retained within the development will be checked on a yearly basis and any failing will be replaced. See **Biodiversity Net Gain Habitat Management** Section below for more specific details on how the trees will be managed to maintain the target conditions of good.

### Hedgerows

- 4.2 The retained hedgerows within the eastern field will be subject to less management to increase their biodiversity value which will include:
- The hedgerows be maintained as thick and bushy as reasonably practicable to give the best benefits for wildlife.
  - Cutting should be conducted every other year in early February, allowing some trees to develop as standards within the hedgerow (roughly every 10m).
  - Where possible, a wide, undisturbed margin adjacent to the hedge should be left (ideally at least 2m wide). The margins can be sown with a mixture of native grasses and wildflower seeds to encourage invertebrates and create habitat for multiple species. The margins should be subject to the same cutting regime as the wildflower meadow areas.
  - Gaps will be planted with native species with native species also introduced at 5 m intervals along the hedgerows length. Gaps will feature at least 7 native species per 30 m and species will include:
    - Hawthorn
    - Blackthorn
    - Hazel
    - English oak
    - Dog rose
    - Elder
    - Guelder rose
    - Holly
    - Field maple
- 4.3 See **Biodiversity Net Gain Habitat Management** Section below for more specific details on how the new hedgerows will be managed to maintain the target condition of good.



## 5. BIODIVERSITY NET GAIN HABITAT MANAGEMENT

- 5.1 Each of the habitats to be retained and created at the Site have been provided within the table below with the management aims of each habitat type in order to meet each target condition. These habitats will be maintained at their target condition for a 30-year period, once established.
- 5.2 Habitats with pre-designated conditions such as the developed land; sealed surface, introduced shrub (ornamental planting) and vegetated gardens have been excluded from the table as these do not have conditions targetable through management.

**Table 5.1: Habitat Types, Target Conditions and Management**

| Habitat to be Created   | Target Condition | Achieving the Target Condition                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Modified Grassland      | Poor             | The areas of amenity grassland seeded with <b>Emorsgate EL1-Flowering lawn mixture</b> . The grassland will be regularly mown and therefore will not be managed to meet any of the criteria for this habitat type apart from criteria A, as outlined within the Statutory Biodiversity Metric Condition Assessment Sheet: Grassland – Low Distinctiveness, provided below.                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                         |                  | Criteria A                                                                                                                                                                                                                                                                                                                                                                                                                                                         | There are 6-8 vascular plant species per m2 present including at least 2 forbs.                                                                                                                                                                                                                                                                                                                                                       |
| Other Neutral Grassland | Moderate         | The wildflower grasslands will be seeded with either Emorsgate EH1 – Wildflower Mix 'Hedgerow Mix' or Emorsgate EM5 – Meadow Mixture for Loamy Soils.<br>These grasslands will be managed to meet a least three of the six criteria, to give an overall score of moderate condition outlined in the Statutory Biodiversity Metric Condition Assessment Sheet: Grassland – Medium+ Distinctiveness. Criteria A must be met as per the condition sheet requirements. |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                         |                  | Criteria A                                                                                                                                                                                                                                                                                                                                                                                                                                                         | The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type                                                                                                                                                                                                                                                       |
|                         |                  | Criteria B                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities vertebrates and invertebrates to live and breed.                                                                                                                                                                                                                   |
|                         |                  | Criteria C                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Cover of bare ground is between 1% and 5%, including localised areas, for example, rabbit warrens <sup>2</sup> .                                                                                                                                                                                                                                                                                                                      |
|                         |                  | Criteria D                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Cover of bracken <i>Pteridium aquilinum</i> is less than 20% and cover of scrub (including bramble <i>Rubus fruticosus</i> agg.) is less than 5%.                                                                                                                                                                                                                                                                                     |
|                         |                  | Criteria E                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Combined cover of species indicative of suboptimal condition <sup>3</sup> and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.<br><br>If any invasive non-native plant species <sup>4</sup> (as listed on Schedule 9 of WCA5) are present, this criterion is automatically failed. |

| Habitat to be Created | Target Condition | Achieving the Target Condition                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       |                  | Criteria F                                                                                                                                                                                                                                                                                                                                   | There are 10 or more vascular plant species per m <sup>2</sup> present, including forbs that are characteristic of the habitat type (species referenced in Footnote 3 and 5 cannot contribute towards this count).                                                                                                                                                                                                                                                                                                                                                                                      |
| Mixed Scrub           | Moderate         | The mixed scrub will be managed to meet a least three of the five criteria, to give an overall score of moderate condition outlined in the Statutory Biodiversity Metric Condition Assessment Sheet: Scrub.                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                       |                  | Criteria A                                                                                                                                                                                                                                                                                                                                   | The parcel represents a good example of its habitat type - the appearance and composition of the vegetation closely matches its UKHab description (where in its natural range). <sup>1</sup><br>- At least 80% of scrub is native,<br>- There are at least three native woody species <sup>2</sup> ,<br>- No single species comprises more than 75% of the cover (except hazel <i>Corylus avellana</i> , common juniper <i>Juniperus communis</i> , sea buckthorn <i>Hippophae rhamnoides</i> (only in its restricted native range), or box <i>Buxus sempervirens</i> , which can be up to 100% cover). |
|                       |                  | Criteria B                                                                                                                                                                                                                                                                                                                                   | Seedlings, saplings, young shrubs and mature (or ancient or veteran <sup>3</sup> ) shrubs are all present.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                       |                  | Criteria C                                                                                                                                                                                                                                                                                                                                   | There is an absence of invasive non-native plant species <sup>4</sup> (as listed on Schedule 9 of WCA5) and species indicative of suboptimal condition <sup>6</sup> make up less than 5% of ground cover.                                                                                                                                                                                                                                                                                                                                                                                               |
|                       |                  | Criteria D                                                                                                                                                                                                                                                                                                                                   | The scrub has a well-developed edge with scattered scrub and tall grassland and or forbs present between the scrub and adjacent habitat                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                       |                  | Criteria E                                                                                                                                                                                                                                                                                                                                   | There are clearings, glades or rides present within the scrub, providing sheltered edges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Individual Trees      | Retained – Good  | Native and non-native trees will be planted within the final landscaping design for the Site.                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                       |                  | The retained trees will be managed to maintain their good condition in line with the Statutory Biodiversity Metric Condition Assessment Sheet: Individual Tree (passed five of the six criteria).                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                       | Created – Poor   | The created trees will be managed to meet a least one of the five criteria, to give an overall score of poor condition outlined in the Statutory Biodiversity Metric Condition Assessment Sheet: Individual Tree, but it is anticipated that at least some of the trees will meet a moderate condition (passing at least 3 of the criteria). |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                       |                  | Criteria A                                                                                                                                                                                                                                                                                                                                   | The tree is a native species (or more than 70% within the block are native species).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                       |                  | Criteria B                                                                                                                                                                                                                                                                                                                                   | The tree canopy is predominantly continuous, with gaps in canopy cover making up <10% of total area and no individual gap being >5 m wide (individual trees automatically pass this criterion).                                                                                                                                                                                                                                                                                                                                                                                                         |
|                       |                  | Criteria C                                                                                                                                                                                                                                                                                                                                   | The tree is mature or veteran                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                       |                  | Criteria D                                                                                                                                                                                                                                                                                                                                   | There is little or no evidence of an adverse impact on tree health by anthropogenic activities such as vandalism or herbicide use. There is no current regular pruning regime, so the trees retain >75% of expected canopy for their age range and height.                                                                                                                                                                                                                                                                                                                                              |

| Habitat to be Created | Target Condition                        | Achieving the Target Condition                                                                                                                                                                                                                                                  |                                                                                                                               |
|-----------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|                       |                                         | Criteria E                                                                                                                                                                                                                                                                      | Natural niches for vertebrates and invertebrates are present, such as the. presence of deadwood, cavities, ivy or loose bark. |
|                       |                                         | Criteria F                                                                                                                                                                                                                                                                      | More than 20% of the tree canopy area is oversailing vegetation beneath.                                                      |
| Hedgerows             | Created<br>-<br>Native<br>-<br>Moderate | Native and ornamental hedgerows will be planted within the final landscaping design for the Site.                                                                                                                                                                               |                                                                                                                               |
|                       |                                         | The created native hedgerows will be managed so that they do not fail more than four of the condition criteria in total and does not fail both attributes in more than one functional group outlined in the Statutory Biodiversity Metric Condition Assessment Sheet: hedgerow. |                                                                                                                               |
|                       |                                         | The created ornamental hedgerows do not need to be managed to a certain level to meet a poor condition outlined in the Statutory Biodiversity Metric Condition Assessment Sheet: hedgerow.                                                                                      |                                                                                                                               |
|                       |                                         | Criteria A1                                                                                                                                                                                                                                                                     | Height is >1.5 m average along length                                                                                         |
|                       | Created<br>-<br>Ornamental<br>-<br>Poor | Criteria A2                                                                                                                                                                                                                                                                     | Width is >1.5 m average along length                                                                                          |
|                       |                                         | Criteria B1                                                                                                                                                                                                                                                                     | Gap between ground and base of canopy <0.5m for >90% of length                                                                |
|                       |                                         | Criteria B2                                                                                                                                                                                                                                                                     | Gaps make up <10% of total length and No canopy gaps >5m                                                                      |
|                       |                                         | Criteria C2                                                                                                                                                                                                                                                                     | Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.               |
|                       |                                         | Criteria D1                                                                                                                                                                                                                                                                     | >90% of the hedgerow and undisturbed ground is free of invasive non-native plant species and recently introduced species.     |
|                       |                                         | Criteria D2                                                                                                                                                                                                                                                                     | >90% of the hedgerow or undisturbed ground is free of damage caused by human activities.                                      |
| Hedgerows With trees  | Retained<br>-<br>Good                   | The retained hedgerows with trees will be managed so that they do not fail more than two of the condition criteria in total and no more than one failure in any functional group.                                                                                               |                                                                                                                               |
|                       |                                         | Criteria A1                                                                                                                                                                                                                                                                     | Height is >1.5 m average along length                                                                                         |
|                       |                                         | Criteria A2                                                                                                                                                                                                                                                                     | Width is >1.5 m average along length                                                                                          |
|                       |                                         | Criteria B1                                                                                                                                                                                                                                                                     | Gap between ground and base of canopy <0.5m for >90% of length                                                                |
|                       |                                         | Criteria B2                                                                                                                                                                                                                                                                     | Gaps make up <10% of total length and No canopy gaps >5m                                                                      |
|                       |                                         | Criteria C2                                                                                                                                                                                                                                                                     | Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.               |
|                       |                                         | Criteria D1                                                                                                                                                                                                                                                                     | >90% of the hedgerow and undisturbed ground is free of invasive non-native plant species and recently introduced species.     |
|                       |                                         | Criteria D2                                                                                                                                                                                                                                                                     | >90% of the hedgerow or undisturbed ground is free of damage caused by human activities.                                      |



| Habitat to be Created | Target Condition | Achieving the Target Condition |                                                                                                                                                                                                                                                                  |
|-----------------------|------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       |                  | Criteria E1                    | There is more than one age-class (or morphology) of tree present (for example: young, mature, veteran and or ancient8), and there is on average at least one mature, ancient or veteran tree present per 20 - 50m of hedgerow.                                   |
|                       |                  | Criteria E2                    | At least 95% of hedgerow trees are in a healthy condition (excluding veteran features valuable for wildlife). There is little or no evidence of an adverse impact on tree health by damage from livestock or wild animals, pests or diseases, or human activity. |

### Schedule of Habitat Monitoring

- 5.3 For each of the habitats to be created at the Site, regular monitoring will be undertaken on the following years after habitat establishment:
- Year 1
  - Year 2
  - Year 3
  - Year 5
  - Year 10
  - Year 20
  - Year 30
- 5.4 The monitoring will be undertaken to ensure that the habitats meet their target conditions over the 30-year management period, based on the **Table 5.1** above. Monitoring will be undertaken by a Suitability Qualified Ecologist and a report detailing the current condition of each habitat and a schedule of remedial actions to be undertaken for each habitat will be submitted to the management company for immediate action as well as the LPA on the 1st of November of each year the monitoring has been undertaken. See **Monitoring Report** section below for more information on remedial actions and the schedule of actions to be undertaken if signs of failing are identified during the monitoring surveys.
- 5.5 **Table 5.2** below provides a timetable of each habitats condition for delivery over the 30-year period with **Table 5.3** below providing a timeframe for each habitat to meet its target condition. These tables can be utilised with the habitat monitoring to determine the success and levels of remediation measures as well as the remediation requirements during the monitoring surveys.

**Table 0.1: Timetable of Delivery**

| Habitat Type                  | Creation of Habitat | End of Establishment Period | Target Condition Delivery Year |
|-------------------------------|---------------------|-----------------------------|--------------------------------|
| ON-SITE HABITATS              |                     |                             |                                |
| Modified Grassland            | Year 1              | Year 3                      | Year 1                         |
| Other Neutral Grassland       | Year 1              | Year 3                      | Year 5                         |
| Mixed scrub                   | Year 1              | Year 3                      | Year 5                         |
| Individual Trees              | Year 1              | Year 5                      | Year 10                        |
| Native Species Rich Hedgerows | Year 1              | Year 3                      | Year 5                         |
| OFF-SITE HABITATS             |                     |                             |                                |
| Other Neutral Grassland       | Year 1              | Year 3                      | Year 5                         |
| Mixed scrub                   | Year 1              | Year 3                      | Year 5                         |

**Table 0.2: Timetable of Key Indicators**

| Habitat Type                            | Year 3                                                                                                  | Year 10                                                                                          | Year 14                                                                                          | Target Condition Delivery Year                                                                    |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Modified Grassland                      | Habitat should be on target to meet the target criteria A                                               | Habitat should meet criteria A                                                                   | Habitat should meet criteria A and be maintained at its target condition                         | Habitat should meet criteria A and be maintained at its target condition                          |
| Other Neutral Grassland                 | Habitat should be on target to meet at least two of the target criteria                                 | Habitat should meet at least three of the target criteria including criteria A                   | Habitat should meet at least three of the target criteria including criteria A                   | Habitat should meet at least three of the six criteria and be maintained at its target condition  |
| Mixed Scrub                             | Habitat should be on target to meet at least two of the target criteria                                 | Habitat should meet at least three of the target criteria including criteria A                   | Habitat should meet at least three of the target criteria including criteria A                   | Habitat should meet at least three of the five criteria and be maintained at its target condition |
| Individual Trees (Created)              | Trees should still be present – no requirement to meet conditions                                       | Trees should still be present – no requirement to meet conditions                                | Trees should still be present – no requirement to meet conditions                                | Trees should still be present – no requirement to meet conditions                                 |
| Individual Trees (Retained)             | Tree should still meet at least five of the six criteria                                                | Tree should still meet at least five of the six criteria                                         | Tree should still meet at least five of the six criteria                                         | Tree should still meet at least five of the six criteria                                          |
| Native Species Rich Hedgerows (Created) | Habitat should not fail more than five criteria in total and be on its way to meet the target criteria. | Habitat should not fail more than four of the criteria and be maintained at its target condition | Habitat should not fail more than four of the criteria and be maintained at its target condition | Habitat should not fail more than four of the criteria and be maintained at its target condition  |



|                                                |                                                                                                                  |                                                                                                                  |                                                                                                                     |                                                                                                                     |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Native<br>Hedgerow with<br>Trees<br>(Retained) | Hedgerow<br>should still have<br>no more than<br>two failures and<br>be maintained<br>at its target<br>condition | Hedgerow<br>should still have<br>no more than<br>two failures and<br>be maintained<br>at its target<br>condition | Hedgerow<br>should still have<br>no more than<br>two failures<br>and be<br>maintained at<br>its target<br>condition | Hedgerow<br>should still have<br>no more than<br>two failures<br>and be<br>maintained at<br>its target<br>condition |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

## Monitoring Report

- 5.6 For each monitoring year a schedule of remedial actions to be undertaken for each habitat will be submitted to the management company for immediate action as well as the LPA on the 1st of November of each year the monitoring has been undertaken.
- 5.7 The monitoring report will feature the following information:
- A summary of the current habitats and condition assessment survey result (including photographs).
  - An overview of each habitats current condition and whether the habitat is meeting or failing its target condition.
  - A schedule of actions to be undertaken in case signs of failing are identified.
  - Technique(s) to be used.
  - Equipment to be used.
  - Roles and relevant expertise of personnel and organisations involved; and
  - Timing of actions.

## 6. SPECIES ENAHNACEMENT MEASURES

As per the details provided by the Local Planning Authority, 50% of the proposed properties will require an integrated bat box and integrated bird nest box, as well as providing access points for hedgehogs within the property boundary features.

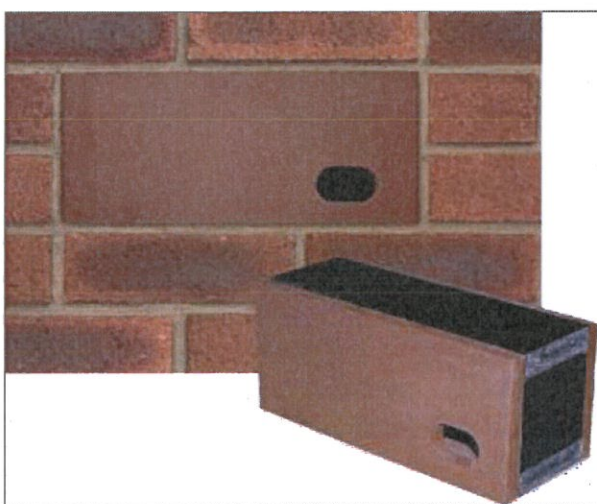
### Bats

- 6.1 50% of new buildings, totalling 90 no. will have integrated bat boxes which will be positioned as close to the eaves as possible and should predominately face south to southwest, with a small number on the west and north to provide varying micro-climates (i.e. for hibernation or extreme heat conditions), with the flight paths to the entrance unobstructed. The locations are as indicated in **Figure 6.2** below.
- 6.2 Care should be taken to ensure the bat boxes are installed the correct way round, with the access feature to the bottom.
- 6.3 The following bat boxes or similar (i.e. depending on availability) will be installed, either or a selection of:
- Vivara Pro Build-in Woodstone Bat Tube - [https://www.nhbs.com/4/integrated-bat-boxes?q=&fR\[hide\]\[0\]=false&fR\[live\]\[0\]=true&fR\[shops.id\]\[0\]=4&fR\[subsidaries\]\[0\]=1&hFR\[subjects\\_equipment.lv1\]\[0\]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=226554](https://www.nhbs.com/4/integrated-bat-boxes?q=&fR[hide][0]=false&fR[live][0]=true&fR[shops.id][0]=4&fR[subsidaries][0]=1&hFR[subjects_equipment.lv1][0]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=226554)
  - Vivara Pro Build-in WoodStone Bat Box - [https://www.nhbs.com/4/integrated-bat-boxes?q=&fR\[hide\]\[0\]=false&fR\[live\]\[0\]=true&fR\[shops.id\]\[0\]=4&fR\[subsidaries\]\[0\]=1&hFR\[subjects\\_equipment.lv1\]\[0\]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=226500](https://www.nhbs.com/4/integrated-bat-boxes?q=&fR[hide][0]=false&fR[live][0]=true&fR[shops.id][0]=4&fR[subsidaries][0]=1&hFR[subjects_equipment.lv1][0]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=226500)
  - Ibstock Enclosed Bat Box 'C' - [https://www.nhbs.com/4/integrated-bat-boxes?q=&fR\[hide\]\[0\]=false&fR\[live\]\[0\]=true&fR\[shops.id\]\[0\]=4&fR\[subsidaries\]\[0\]=1&hFR\[subjects\\_equipment.lv1\]\[0\]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=193867](https://www.nhbs.com/4/integrated-bat-boxes?q=&fR[hide][0]=false&fR[live][0]=true&fR[shops.id][0]=4&fR[subsidaries][0]=1&hFR[subjects_equipment.lv1][0]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=193867)
  - Habibat Bat Box 001 - [https://www.nhbs.com/4/integrated-bat-boxes?q=&fR\[hide\]\[0\]=false&fR\[live\]\[0\]=true&fR\[shops.id\]\[0\]=4&fR\[subsidaries\]\[0\]=1&hFR\[subjects\\_equipment.lv1\]\[0\]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=183575](https://www.nhbs.com/4/integrated-bat-boxes?q=&fR[hide][0]=false&fR[live][0]=true&fR[shops.id][0]=4&fR[subsidaries][0]=1&hFR[subjects_equipment.lv1][0]=Bat%20Boxes%20%3E%20Integrated%20Bat%20Boxes&qview=183575)
- 6.4 Bat droppings do not typically accumulate within these types of boxes to a level likely to cause problems for future habitation and therefore cleaning is not a necessity. However, as bats and their habitats receive legal protection, if cleaning of the boxes is required, this should not be undertaken without the presence of a suitably licensed bat ecologist.

### Birds

- 6.5 50% of new buildings, totalling 90 no. will have integrated bird boxes incorporated within the new buildings as indicated in **Figure 6.2**.

- 6.6 Studies have shown that swift bricks will be used by swifts, house sparrows, house martins, blue tits, great tits, starlings and nuthatches (Stanbury, A.J., *et al.* 2021) i.e., these bricks are relatively universal for species expected within the local habitat. As such, 90 of these boxes will be installed within the development, integrated within the new builds.
- 6.7 These should be installed within the north, north-east or west, on a gable below the eaves, ideally at a height of at least 5 m and should offer unobstructed fly-in access. A gap of 2 m should be maintained between the nest boxes.
- 6.8 An example integrated swift brick can be seen within Figure 6.1 below.



**Figure 6.1. Example integrated swift brick (Ibstock Swift Brick)**

- 6.9 Cleaning/maintenance should be undertaken from October to January, outside of the nesting bird season. The old nesting material which accumulates after every breeding season needs to be cleaned and the droppings from the earlier season removed. This can be undertaken without a specific licence, although in the unlikely event that active nests are encountered, these should remain unaffected until all chicks have fledged.

### **Hedgehogs**

- 6.10 A hedgehog 'highway' will be created within the new development to facilitate movement of this species. The following will be created across the development in the locations as indicated in **Figure 6.2**:
- New garden fences will have 13 cm by 13 cm holes cut into the bases, which will include holes within any gravel boards;
  - Where possible fences and gates will be raised off the ground, to provide a 10-13 mm gap for hedgehogs or have suitable holes cut into them; and,
  - The design of the hedgehog 'highway' will provide maximum opportunities and centrality for hedgehogs and holes should be located as indicated in **Figure 6.2**.

In addition, all holes should have suitable 'hedgehog highway' signs to inform residents of their purpose. These can be sourced from the British Hedgehog Preservation Society



from the following link: <https://shop.britishhedgehogs.org.uk/product/hedgehog-highway-sign/>

- 6.11 Suitable leaflets with information on the hedgehog highways, general hedgehog ecology and ways to help hedgehogs should also be provided with every new home. Suitable leaflets can be obtained from specialist charities such as the British Hedgehog Preservation Society or Hedgehog Street.

### **Monitoring Report**

- 6.12 The Site Manager or appointed person should undertake regular inspections and maintain a log and photograph records of all bat boxes, bird boxes and hedgehog 'highways' installed on the Site.
- 6.13 Either in stages of the project, or once the final bat boxes, bird boxes and hedgehog 'highways' are installed (within 4 weeks of), an appropriately qualified ecologist should be instructed to undertake a compliance check of all features installed within the Site.
- 6.14 Avant Homes will be responsible for ensuring access for inspection, and subsequently, it may be prudent to undertake the inspection in phases, whilst access remains possible.

## 7. REFERENCES

- Chartered Institute of Ecology and Environmental Management (2017) Guidelines for Ecological Report Writing. CIEEM, Winchester.
- Natural England Joint Publication (2023) Biodiversity Metric 4.0 (JP039). Available at: <http://publications.naturalengland.org.uk/publication/6049804846366720>. Last accessed: 06/10/23.
- Panks, S., White, N., Newsome, A., Potter, J., Heydon, M., Mayhew, E., Alvarez, M., Russell, T., Scott, S. J., Heaver, M., Scott, S. H., Butcher, B., & Stone, D. (2023) Biodiversity metric 4.0: Auditing and accounting for biodiversity – User Guide. Natural England.
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- Stanbury, A., Earon, M., Aebischer, N., Balmer, D., Brown, A., Douse, A., Lindley, P., McCulloch, N., Noble, D., and Win I. (2021). *The status of our bird populations: the fifth Birds of Conservation Concern in the United Kingdom, Channel Islands and Isle of Man and second IUCN Red List assessment of extinction risk for Great Britain*. *British Birds* 114: 723-747



## **APPENDICES**

## Appendix 1: Landscape Plans









**ROSETTA**  
LANDSCAPE ARCHITECTS

Landscape Architects

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Ashken Richard, York, YO23 3P

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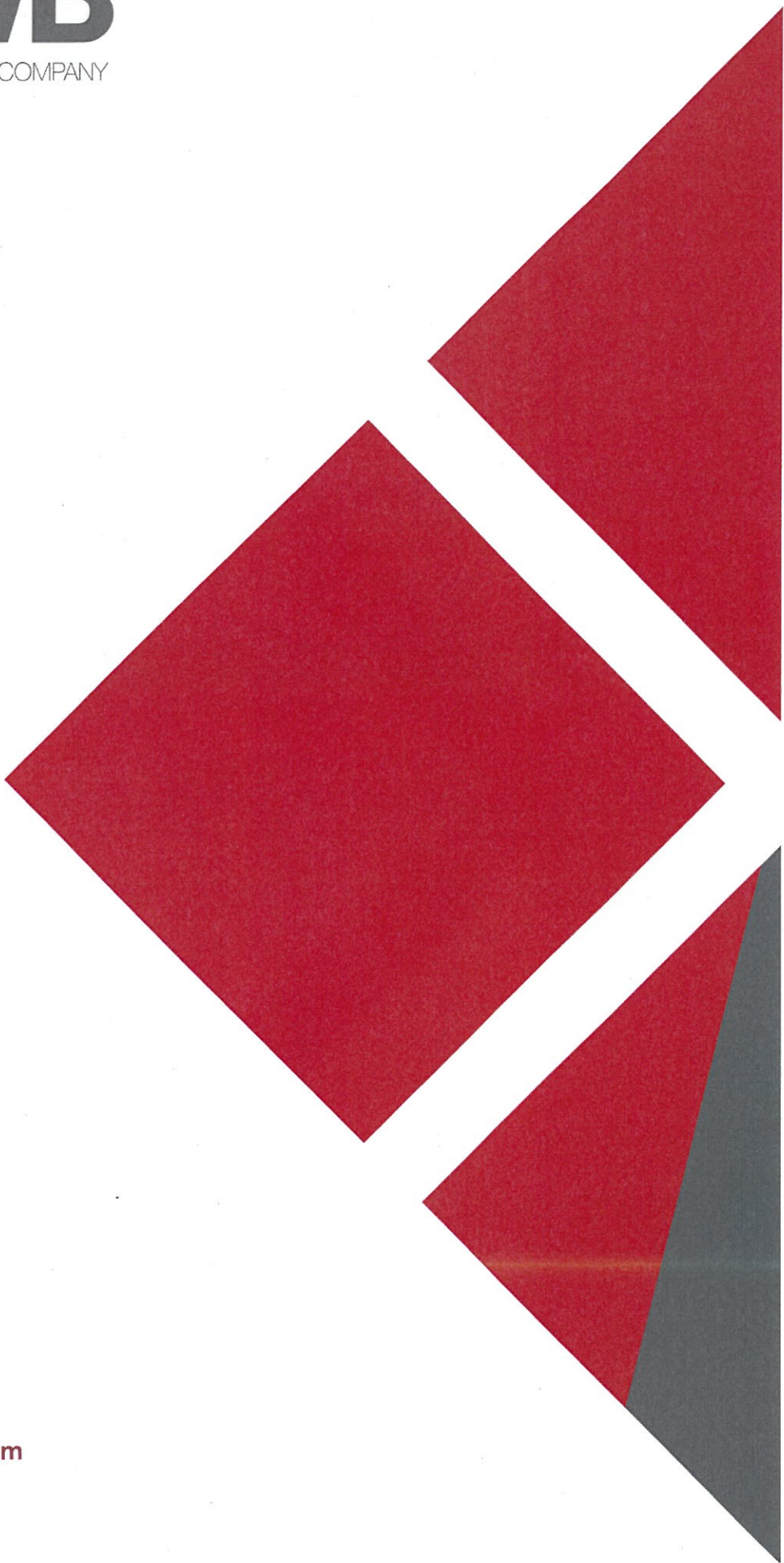
Email: [design@rosettalandscape.co.uk](mailto:design@rosettalandscape.co.uk)  
Web: [www.rossettalandscape.co.uk](http://www.rossettalandscape.co.uk)





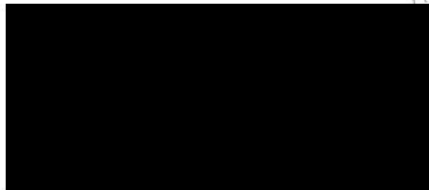


A **CAF** GROUP COMPANY





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



Authorised Sealing Officer



EXECUTED as a DEED by  
AVANT HOMES (ENGLAND) LIMITED  
acting by one Director



Director signature:

Director name:

MARK BEEVERS

In the presence of a Witness:



Witness signature:

Witness name (in BLOCK CAPITALS):

CHARLOTTE HATTON

Witness occupation:

Regional Planner

Witness address:

Avant Homes Yorkshire

Unit 2, Mariner Court,

Peel Avenue, Durrer  
Wakefield, WF4 3FL





~~EXECUTED as a DEED by RICHARD~~  
~~ERNEST BARKER~~

Bg

~~in the presence of a Witness:~~

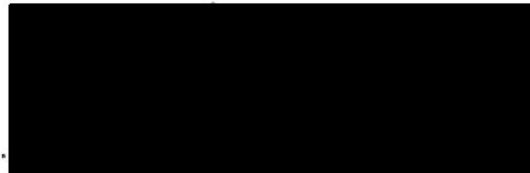
Witness signature: .....

Witness name (in BLOCK CAPITALS): .....

Witness occupation: .....

Witness address: .....

EXECUTED as a DEED by JOHN ANDREW  
NICHOLSON



in the presence of a Witness:

Witness signature: John Hunt

Witness name (in BLOCK CAPITALS): JOHN HUNT

Witness occupation: SECRETARY

Witness address: 41 BARRACK SQUARE  
MABLETHAM HEATH  
IPSWICH IPS 3RF





