24th January 2023.

~~2022~~

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

Land off High Street, Shafton, Barnsley

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

HOMES AND COMMUNITIES AGENCY

and

VISTRY PARTNERSHIPS YORKSHIRE LIMITED

DATE 24th January 2023

PARTIES

(1) Barnsley Metropolitan Borough Council of Town Hall Barnsley South Yorkshire S70 2TA (the "Council").

(2) HOMES AND COMMUNITIES AGENCY (trading as Homes England) of 4th Floor, One Friargate, Coventry CV1 2GN. (the "Owner").

(3) VISTRY PARTNERSHIPS YORKSHIRE LIMITED (Company Number 03901222) of 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY (the "Developer").

BACKGROUND

(A) By virtue of section 1 of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations hereby created are enforceable.

(B) The Owner is the proprietor of the freehold title to the Site which is registered at the Land Registry under Title Number SYK649478.

(C) The Developer has an interest in the Site owned by the Owner by way of a conditional contract for sale dated 30 March 2020 and made between the Owner and the Developer.

(D) The Developer has submitted the Application to the Council for planning permission for the Development.

(E) The Council resolved on the 5 July 2022 to grant the Planning Permission subject to the prior completion of this Deed.

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

1990 Act	the Town and Country Planning Act 1990.
Affordable Housing	affordable housing as defined in Annex 2 of the NPPF.
Affordable Housing Contribution	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 3.1 - 3.2 of Schedule 3 of this Deed as a contribution towards the cost of providing new Affordable Housing within the Council's administrative area.

Affordable Housing Plan	the approved site layout plan with reference: 0812-EA-A-P002 Rev T, which identifies the number, location and type of the Affordable Units appended hereto at Schedule 6.
Affordable Housing Scheme	the agreed scheme for the provision of the Affordable Units which is the Affordable Housing Plan showing the 4 Affordable Units and which are plots 4, 5, 39 and 40
Agreed Price	means the sum of £25,000.00 (twenty five thousand pounds) per required biodiversity unit;
Affordable Value	means a price being not greater than 50% (fifty percent) of the Open Market Value of an equivalent open market unit or such other discounted sum agreed with the Council that is financially viable for a Registered Provider to be able to purchase an Affordable Unit;.
Affordable Units	10% of the total Dwellings to be built on the Site as part of the Development and to be provided as Affordable Housing in accordance with the provisions of Schedule 3 of this Deed and 3 of which (plots 4, 5 and 39 shall be provided as Affordable Housing for Rent (as defined by Annex 2 of the NPPF) and 1 of which (plot 40 shall be provided as Shared Ownership Housing .
Application	the application for planning permission for the Development which was submitted to the Council on behalf of the Developer and which was given reference number 2021/0336.
"Approved Supplementary BEMP"	means approved in writing by the Council and shall include the level of the Required Biodiversity Gain accepted by the Council as achieved by the Approved Supplementary BEMP.
Biodiversity Contribution	means the sum of £46,750.00 (forty six thousand seven hundred and fifty pounds) calculated by applying the Agreed Price by the Required Biodiversity Gain (subject to paragraphs 4.3 and 4.4 of Schedule 4) to be spent by the Council on the Required Biodiversity Gain;
"BEMP"	means a Biodiversity Ecological Management Plan to be prepared by the Owner which relies on a detailed ecological assessment and is agreed in writing by the Council in accordance with paragraph 4 of the Schedule 4, incorporating the following detail (i) short, medium and long term aims and objectives (ii) a scheme of works (including a timetable for implementation) and/or measures which are designed to secure the delivery of the Required Biodiversity Gain or alternative compensation (iii) management responsibilities; and maintenance schedules for any compensation works (iv) a scheme to monitor whether the Required Biodiversity Gain has been delivered in accordance with the plan with monitoring reports to the Council at stated intervals.

(v) Ownership and or contractual arrangements to ensure that the delivery of the requirements of the BEMP are secured throughout the 30 year period

Chargee	a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Units.
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term "material operation" shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly.
Contributions	collectively the Education Contribution, the Off-Site Greenspace Contribution, and the Sustainable Travel Contribution.
Council's Approved List	means the following Registered Providers: Berneslai Homes Limited; South Yorkshire Housing Association Limited; Yorkshire Housing Limited; Guinness Northern Counties Limited; Equity Housing Group Limited; Leeds and Yorkshire Housing Association Limited; Chevin Housing Association Limited; and 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;
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England.
Development	residential development of forty dwellings and associated works pursuant to the Planning Permission.
Dwelling	a residential unit that may be built on the Site pursuant to the Planning Permission and the term Dwellings shall be construed accordingly.

Education Contribution	the sum of £ 224,000 (two hundred and twenty four thousand pounds) Index Linked to be paid by the Owner to the Council and to be used by the Council towards the provision of 8 primary and 6 secondary school places fand improvements to school educational facilities within the north east school planning area as defined in the Councils SPD Financial Contributions to Schools adopted May 2019.
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute.
General Housing Unit	a Dwelling which is not an Affordable Unit.
Homes England	the Homes and Communities Agency (trading as Homes England) or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act).
Index Linked	increased in accordance with the following formula: (a) Amount payable = the payment specified in this Deed x (A/B) where: (b) A = the figure for the Retail Price Index published by the Office for National Statistics that applied immediately preceding the date the payment is due; and (c) B = the figure for the Retail Price Index published by the Office for National Statistics that applied when that index was last published prior to the date of this Deed.
NPPF	the National Planning Policy Framework, July 2021 (or as redefined by any amendment, replacement or re-enactment thereof).
Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out, decoration, marketing, display or security operations and the term Occupy and Occupied shall be construed accordingly.
Off-Site Greenspace Contribution	the sum of £ 62,954.17 (sixty two thousand nine hundred and fifty four pounds and 17 pence) Index Linked 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 arising from the Development.
Open Market Value	means an amount for which the property should exchange on the date of valuation (assessed as if it were free from all the obligations in this Deed) between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion as proposed by the Owner and approved by the Council or in the absence of agreement as determined by an Valuer

	assessed in general accordance with the Appraisal & Valuation Manual of the Royal Institute of Chartered Surveyors as amended from time to time;
Plan	drawing reference 0812 EA A P001 appended hereto at Schedule 1.
Planning Obligations	the obligations, conditions and stipulations set out at Schedules 3 and 4 of this Deed and the term Planning Obligation shall be construed accordingly.
Planning Permission	a planning permission permitting the Development granted by Council pursuant to the Application substantively in the form attached as at Schedule 2 of this Deed.
Practical Completion	means either: (a) the issue of a certificate signed by a chartered architect which confirms that a specified Dwelling has been constructed in compliance with building regulations and is completed so as to be fit for habitation as a residential housing unit; or (b) the issue of a Buildmark cover note in relation to a Dwelling by the National House-Building Council or such cover note of similar effect from an alternative warranty provider and Practically Completed shall be construed accordingly;
Protected Tenant	any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or equivalent contractual or voluntary right) in respect of a particular Affordable Unit; (b) has exercised any statutory right to buy (or equivalent contractual or voluntary right) in respect of a particular Affordable Unit; (c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Unit is owned by the tenant and a share is owned by the Registered Provider) and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Unit; (d) is a former tenant of an Affordable Unit who has purchased that Affordable Unit under the provisions of the Housing and Regeneration Act 2008 or any statutory right in force from time to time entitling tenants of Registered Providers to purchase their homes; (e) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Unit and who has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns 100% of that Affordable Unit; (f) is a former tenant of an Affordable Unit where a Registered Provider sells to the tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant

	scheme under section 21 of the Housing Act 1996, or any amendment or replacement thereof; and/or
	any person or body deriving title through or from any of the parties mentioned in (a) to (f) above.
"Reduced Biodiversity Contribution"	Means the Biodiversity Contribution which has (where applicable) been reduced pro rata in accordance with paragraph 4.4 of schedule 4 to this agreement to be spent by the Council on the Required Biodiversity Gain
Registered Provider	Means Park Properties Housing Association Limited being a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by Homes England under Chapter 3 of that Act or any other registered provider of social housing as agreed in writing with the Council.
Required Biodiversity Gain	means 1.87 biodiversity units (based on the Development), calculated in accordance with the DEFRA Biodiversity Metric v3.1 which it is agreed between the Owner and the Council would provide no net loss for biodiversity based on the Development
"Supplementary BEMP"	Means a scheme in relation to land outside the Development Site which contains the detail required in a BEMP and identifies the land the subject of the scheme and relies on a detailed ecological assessment and links back to the terms of Required Biodiversity Gain and an overarching Biodiversity Metric (the biodiversity units to be calculated in accordance with the DEFRA Biodiversity Metric v3.1 or latest version). The Scheme will set out how the Required Biodiversity Gain is to be achieved on a site within the administrative area of the Council but outside the Development Site.
Shared Ownership Housing	housing transferred by the Registered Provider on a Shared Ownership Lease and where staircasing is permitted.
Shared Ownership Lease	such lease as shall from time to time be used by the Registered Provider in respect of it being a landlord of Shared Ownership Housing
Site	all that Site known as land at High Street, Shafton, Barnsley shown edged red on the Plan.
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking.
Sustainable Travel Contribution	the sum of £30,000 (thirty thousand pounds) Index Linked to be paid by the Owner to the Council and to be used by the Council towards sustainable travel improvements in accordance with the Councils SPD Sustainable travel adopted in November 2019 the need for which is required in order to mitigate the impacts arising from the Development.

Valuer	a chartered surveyor (being a member of the Royal Institution of Chartered Surveyors) appointed by agreement between the Owner and the Council to act as an independent expert in the determination of the Open Market Value where required in accordance with this Deed.
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

1.2 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.

1.3 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.

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

1.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed.

1.6 The expression Owner shall include their successors in title and assigns.

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

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

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

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

2. STATUTORY BASIS

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

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

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

3. CONDITIONS PRECEDENT

3.1 This Deed is conditional upon and does not become effective unless and until the Planning Permission is granted.

3.2 Clause 4 of this Deed is further conditional upon and does not become effective unless and until the Commencement of Development.

4. COVENANTS & DECLARATIONS

4.1 The Owner covenants with the Council to comply with the Planning Obligations in this Deed at Schedules 3 and 4.

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

4.3 The Developer hereby consents to the completion of this Deed and acknowledges that from the date of this Deed their interest in the Site shall be bound by the terms of this Deed as if it has been executed and registered as a land charge prior to the creation of the said Developer's interest PROVIDED THAT the Developer shall have no liability under this Deed unless it takes possession of the relevant part of the Site, in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

5. EXCLUSIONS AND RELEASE

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

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

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

5.1.3 if that party is an owner or occupier of an individual Dwelling

5.1.4 if the Planning Obligation does not apply to the person's interest in the Site (or part thereof); or

5.1.5 if it is a Registered Provider save that the obligation in paragraph 4.1 of Schedule 3 shall be binding on a Registered Provider

5.2 If the Planning Permission:

5.2.1 expires before the Commencement of Development; or

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

this Deed shall determine and cease to have effect.

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

6. REGISTRATION

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

6.2 Following either:

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

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

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

7. NON-FETTER AND WAIVER

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

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

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

8. SECTION 73 OF THE 1990 ACT

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

(a) if the Council considers that the Planning Obligations contained in this Deed are both sufficient and necessary to make the development proposed by such S73 Application acceptable in planning terms then references to Planning Permission in this Deed shall be deemed to also be references to that new planning permission and the Parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission without the need for a further deed to be made pursuant to section 106 of the 1990 Act (and for the avoidance of any doubt it is hereby agreed by the Council that the operation of this clause 8(a) shall never require the duplication of any of the Planning Obligations contained in this Deed) ; or

(b) if the Council considers that additional or modified planning obligations are necessary to make the development proposed by such S73 Application acceptable in planning terms then for the avoidance of doubt nothing in this Clause 8 shall fetter the Council's ability in the exercise of its proper planning judgment to require the completion of such further deed made pursuant to section 106 of the 1990 Act as it considers necessary and in such case Clause 8(a) shall be disregarded.

9. INTEREST

If any sum or amount has not been paid to the Council by the date it is due then the sum payable shall attract interest on that sum or amount at the Default Interest Rate and

such interest shall accrue on a daily basis for the period from the due date to and including the actual date of payment.

10. INDEXATION

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

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

11. VAT

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

12. SEVERANCE

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

13. CHANGE OF OWNERSHIP

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

14. NOTIFICATION

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

14.1.1 delivered by hand; or

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

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

14.2.1 to the Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2021/1661;

14.2.2 to the Owner at 4th Floor, One Friargate, Coventry CV1 2GN marked for the attention of Margaret Harris;

14.2.3 to the Developer at Strategic Business Centre, Blue Ridge Park, Thunderhead Ridge, Glasshoughton, WF10 1UA.

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

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

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

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

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

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

15. DISPUTE RESOLUTION

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

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

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

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

(a) in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

(b) in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

(c) in the case of any other dispute the President of the Bar Council.

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

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

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

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

(c) the Expert shall disregard any representations made out of this time; and

(d) the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time;

(e) to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination

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

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

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

15.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:

15.4.1 either party may apply to the relevant body as per Clause 15.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and

15.4.2 Clause 15.3 shall apply to the new Expert as if they were the first Expert appointed.

16. THIRD PARTY RIGHTS

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

17. COSTS

The Developer shall on (or prior to) the date hereof pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed in the sum of £1000.

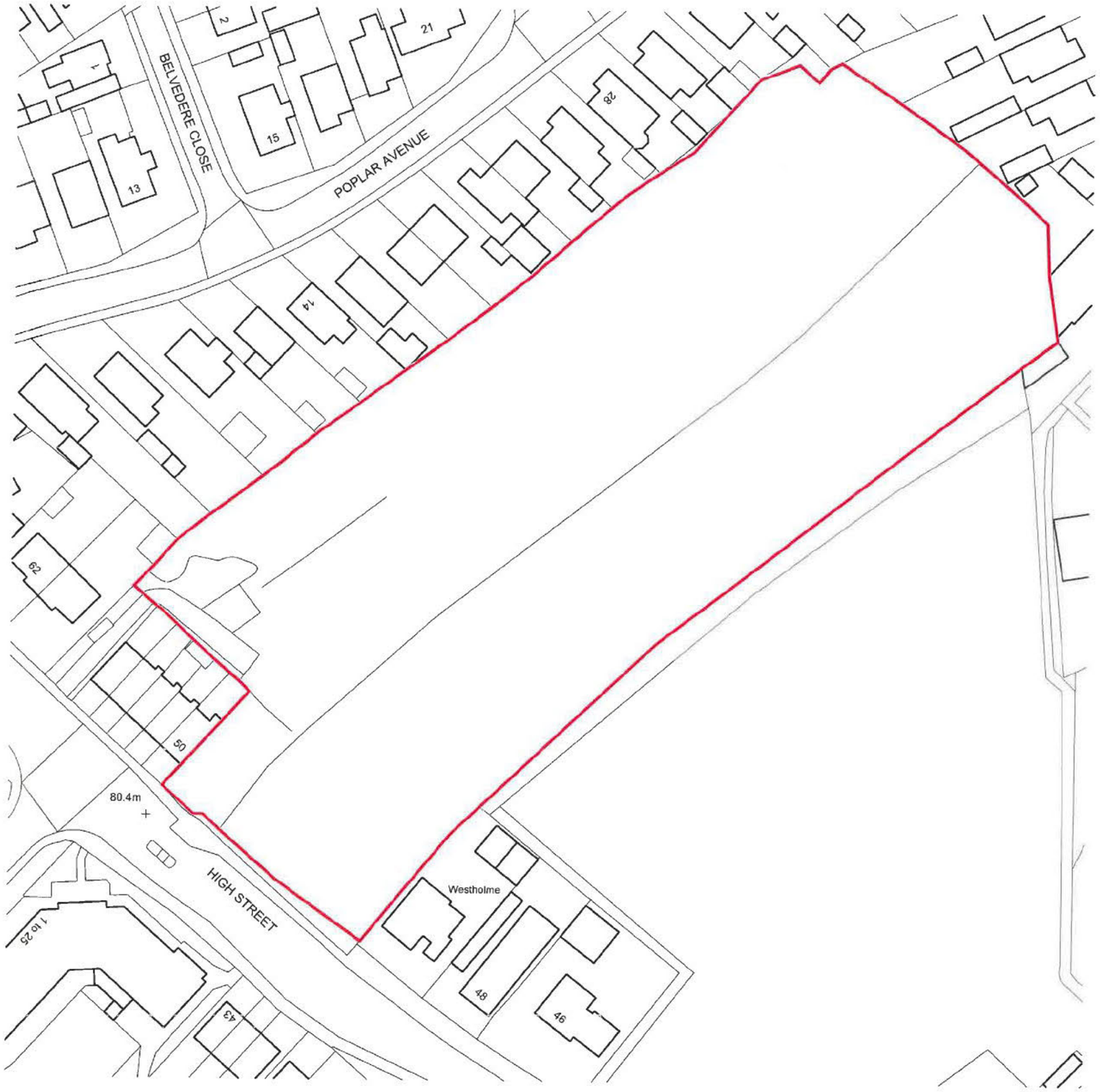
18. JURISDICTION

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

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

SCHEDULE 1

Plan



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Notes | Sketch schemes may be based on plan information of unknown origin and is subject to verification and survey. Contractors must verify all dimensions on site before commencing any work or shop drawings. This drawing is not to be scaled. Use figured dimensions only. Ensure digital versions are plotted at 'Actual Size'. Building areas are liable to adjustment over the course of the design process due to ongoing construction detailing developments. Subject to statutory approvals and survey. The bar above is to check that the drawing has been printed to scale.

[redacted]

Rev	Date	Description	Drawn	Checked
-	-	-		

Project: High Street, Shafton

Drawing: Location Plan

Client: Vistry Partnerships Limited

BIM Suitability Description: SUITABLE FOR INFORMATION — BIM Suitability Code: S2

Status: Planning
Date: 22.07.20
Drawn: CR
Checked: GE
Scale (A4): 1:1250

2 Riverside Way, Whitehall Waterfront, LEEDS, LS1 4EH, t 0113 819 8041
320 City Road, Angel, LONDON, EC1V 2NZ, t 0203 883 8602
w edwardarchitecture.co.uk
e info@edwardarchitecture.co.uk

edward architecture

Project	Originator	Discipline	Drawing No	Rev
0812	EA	A	P001	-

SCHEDULE 2

Draft form of Planning Permission

08 November 2022

RECOMMENDATION SHEET

Application Number: 2021/0336

Applicant:	**Agent:**
Mrs Alex Baillie Strategic Business Centre Thunderhead Ridge Glasshoughton WF10 4UA	Edward Architecture 2 Riverside Way Whitehall Road Leeds LS1 4EH

Description:	**Location:**
Residential development of 40 dwellings	Land off High Street, Shafton, Barnsley

Outline:

Recommendation: Approve with Conditions

Conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.

2 The development hereby approved shall be carried out strictly in accordance with the amended plans and specifications as approved:
Location Plan 0812-EA-A-P001
Proposed Layout 0812-EA-A-P002 Rev T
Proposed Site Access Arrangement 219112-MSJ-ZZ-XX-DR-C-3110 Rev P5
Outline Landscape Proposals MR22-007/101 Rev D
Aslin 0812-EA-A-P020 Rev B
Atkins 0812-EA-A-P021 Rev D
Bungalow 0812-EA-A-P020 Rev C
Eveleigh 0812-EA-A-P026
Sharman 0812-EA-A-P022 Rev D
Wyatt 0812-EA-A-P024
Cartwright 0812-EA-A-P025
Mountford 0812-EA-A-P027
Mountford Alt 0812-EA-A-P028
Boundary Detail 1500mm timber fence 0812-EA-A-P011 Rev A
Boundary Detail 1800mm closeboarded timber fence 0812-EA-A-P010 Rev B
Biodiversity Net Gain Assessment V2b, Envance May 2022
Bat Transect Survey V2.0, Ecus January 2021
unless required by any other conditions in this permission.
Reason: In the interests of the visual amenities of the locality in accordance with Local Plan Policy D1 High Quality Design and Place Making.

3 Prior to the commencement of development plans to show the following levels shall be submitted to and approved by the Local Planning Authority; finished floor levels of all buildings and structures; road levels; existing and finished ground levels. Thereafter the development shall proceed in accordance with the approved details.
Reason: To enable the impact arising from need for any changes in level to be assessed and in accordance with Local Plan Policy D, High Quality Design and Place Making.

4 Upon commencement of development details of the proposed external materials shall be submitted to and approved in writing by the Local Planning Authority. The development

shall be carried out in accordance with the approved details.
Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy D1 High Quality Design and Place Making.

5 Upon commencement of development a plan indicating the position of boundary treatment(s) to be erected shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatment shall be completed before the dwellings are occupied. Development shall be carried out in accordance with the approved details and shall thereafter be retained.
Reason: In the interests of the visual amenities of the locality and the amenities of occupiers of adjoining property in accordance with Local Plan Policies GD1 General Development Policy and D1 High Quality Design and Place Making

6 No development shall take place until there has been submitted to and approved in writing by the Local Planning Authority, full details of both hard and soft landscaping works, including details of the species, positions and planted heights of proposed trees and shrubs; together with details of the position and condition of any existing trees and hedgerows to be retained. The approved landscaping details shall be implemented prior to the occupation of the building(s).
Reason: In the interests of the visual amenities of the locality.

7 All in curtilage planting, seeding or turfing comprised in the approved details of landscaping (Outline Landscape Proposals MR22-007/101 Rev D) shall be carried out on each plot no later than the first planting and seeding season following the occupation of the individual dwellinghouse/s; and any trees or plants which die within a period of 5 years from first being planted, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.
Reason: In the interests of the visual amenities of the locality, in accordance with Local Plan policies GD1 'General Development' and D1 'High Quality Design and Place Making'.

8 All out of curtilage planting, seeding or turfing comprised in the approved details of landscaping (Outline Landscape Proposals MR22-007/101 Rev D) shall be carried out in full in accordance with a timetable to be submitted to and approved in writing by the Local Planning Authority upon commencement of development. Thereafter the landscaping shall be carried out in accordance with the approved details and timescales.
Reason: In the interests of the visual amenities of the locality, in accordance with Local Plan policies GD1 'General Development' and D1 'High Quality Design and Place Making'

9 No hedges or trees on the site (except those shown to be removed on the approved plan), or their branches or roots, shall be lopped, topped, felled, or severed without prior written approval from the Local Planning Authority. If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such a size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.
Reason: To safeguard existing trees/hedges, in the interests of the visual amenities of the locality.

10 No development (including construction, land raising and demolition if required) shall be carried out other than in accordance with a Construction Environment Management Plan (CEMP) that is first submitted to, and approved by, the local planning authority.
Reason: To reduce or remove adverse impacts on health and the quality of life, especially for people living and/or working nearby, in accordance with Local Plan Policy POLL1

11 Prior to commencement of development a Biodiversity Enhancement Management Plan (BEMP) detailing the long-term management of the ecological mitigation in the approved Biodiversity Net Gain Assessment V2b, Envance May 2022 and Bat Transect Survey V2.0,

Ecus January 2021 and the accompanying Biodiversity Metric 3.0 and Outline Landscape Proposals MR22-007/101 Rev D shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.
Reason: To conserve and enhance biodiversity in accordance with Local Plan BIO1 Biodiversity and Geo Diversity and the SPD's Biodiversity and Geodiversity, and Trees and Hedgerows.

12 Construction or remediation work comprising the use of plant, machinery or equipment, or deliveries of materials shall only take place between the hours of 0800 to 1800 Monday to Friday and 0900 to 1400 on Saturdays and at no time on Sundays or Bank Holidays
Reason: To reduce or remove adverse impacts on health and the quality of life, especially for people living and/or working nearby, in accordance with Local Plan Policy POLL1

13 No development shall take place unless and until full foul and surface water drainage details, have been submitted to and approved in writing by the Local Planning Authority. Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented. The scheme shall be retained throughout the life of the development unless otherwise agreed in writing with the Local Planning Authority.
Reason: To ensure the proper drainage of the area in accordance with Local Plan Policy CC3.

14 The site shall be developed with separate systems of drainage for foul and surface water on and off site. Surface water discharge from the entire site shall be restricted to a maximum of 3.5 (three point five) litres per second.
Reason: In the interest of satisfactory and sustainable drainage in accordance with Local Plan Policy CC3.

15 If sewage pumping is required from any part of the site, the peak pumped foul water discharge must not exceed 6 (six) litres per second.
Reason: To ensure that no foul water discharges take place until proper provision has been made for their disposal in accordance with Local Plan Policy CC3.

16 Upon commencement of development details of measures to facilitate the provision of gigabit-capable full fibre broadband for the dwellings/development hereby permitted, including a timescale for implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
Reason: In order to ensure compliance with Local Plan Policy I1

17 No development, including any demolition and groundworks, shall take place until the applicant, or their agent or successor in title, has submitted a Written Scheme of Investigation (WSI) that sets out a strategy for archaeological investigation and this has been approved in writing by the Local Planning Authority. The WSI shall include:
The programme and method of site investigation and recording.
The requirement to seek preservation in situ of identified features of importance.
The programme for post-investigation assessment.
The provision to be made for analysis and reporting.
The provision to be made for publication and dissemination of the results.
The provision to be made for deposition of the archive created.
Nomination of a competent person/persons or organisation to undertake the works.
The timetable for completion of all site investigation and post-investigation works.
Thereafter the development shall only take place in accordance with the approved WSI and the development shall not be brought into use until the Local Planning Authority has?confirmed in writing that the requirements of the WSI have been fulfilled or alternative timescales agreed.
Reason: To ensure that any archaeological remains present, whether buried or part of a

standing building, are investigated and a proper understanding of their nature, date, extent and significance gained, before those remains are damaged or destroyed and that knowledge gained is then disseminated.

18 No development or other operations being undertaken on site shall take place until the following documents in accordance with British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations have been submitted to and approved in writing by the Local Planning Authority:

Tree protective barrier details
Tree protection plan
Arboricultural Method Statement
Arboricultural Impact Statement

The scheme shall proceed in accordance with the approved details.

Reason: To ensure the continued wellbeing of the trees in the interests of the amenity of the locality.

19 No development shall commence until full construction, engineering, drainage and street lighting details of the streets proposed for highway adoption have been submitted to and approved in writing by the LPA. The development shall, thereafter be constructed in accordance with the approved details.
Reason: In the interests of highway safety, in accordance with Local Plan policy T4 - New Development and Transport Safety.

20 Before any dwelling hereby approved is first occupied the roads and footways shall be constructed to binder course level from the dwelling to the adjoining public highway (High Street) in accordance with details submitted to and subsequently approved in writing by the LPA.
Reason: To ensure satisfactory development of the site and in the interests of highway safety, in accordance with Local Plan policy T4 - New Development and Transport Safety.

21 The gradient of the vehicular access shall not exceed 1 in 12 as measured from edge of the adjacent carriageway.
Reason: In interests of the safety of persons using the access and users of the highway in accordance with Local Plan Policy T4.

22 Pedestrian visibility splays having dimensions of 2m x 2m shall be safeguarded at the drive entrance/exit. Nothing shall be erected, retained, planted and / or allowed to grow at or above a height of 1.0m to the rear of the footway/ verge which would obstruct the visibility splay. The visibility splay shall be maintained free of obstruction at all times thereafter for the lifetime of the development.
Reason: In the interests of highway safety, in accordance with Local Plan policy T4 - New Development and Transport Safety.

23 Prior to the first occupation of the development hereby permitted a visibility splay shall be provided in full accordance with the details indicated on the approved plan. The splay shall thereafter be maintained at all times free from any obstruction exceeding 1.05m above the level of the adjacent highway carriageway.
Reason: In interests of highway safety in accordance with Local Plan Policy T4.

24 The parking/manoeuvring facilities, indicated on the submitted plan, shall be surfaced in a solid bound material (i.e. not loose chippings) and made available for the manoeuvring and parking of motor vehicles prior to the development being brought into use, and shall be retained for that sole purpose at all times.
Reason: To ensure that satisfactory off-street parking/manoeuvring areas are provided, in

the interests of highway safety and the free flow of traffic and in accordance with Local Plan Policy T4 New Development and Transport Safety.

25 Any redundant vehicular accesses shall be reinstated as kerb (and footway) prior to the development being brought into use.
Reason: In the interests of road safety in accordance with Local Plan Policy T4 New Development and Transport Safety

26 No works shall commence on site until a scheme for the parking of bicycles has been submitted to and approved in writing by the LPA. The scheme shall be fully implemented before the development is first occupied (or brought into use) and thereafter retained for this purpose.
Reason: In interests of encouraging use of sustainable modes of transport in accordance with Local Plan Policy T3.

27 No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. The statement shall provide for:

i. The parking of vehicles of site operatives and visitors
ii. Means of access for construction traffic
iii. Loading and unloading of plant and materials
iv. Storage of plant and materials used in constructing the development
v. Measures to prevent mud/debris being deposited on the public highway.

Reason: In the interests of highway safety in accordance with Local Plan Policy T4.

28 No development shall take place until a survey of the condition of the adopted highway condition to be used by construction traffic has been submitted to and approved in writing by the LPA. The extent of the area to be surveyed must be agreed by the LHA prior to the survey being undertaken. The survey must consist of:

i. A plan to a scale of 1:1250 showing the location of all defects identified
ii. A written and photographic record of all defects with the corresponding location references accompanied by a description of the extent of the assessed area and a record of the date, time and weather conditions at the time of survey.

On completion of the development, a second condition survey of the adopted highway shall be carried out to identify defects attributable to the traffic associated with the development. It shall be submitted for the written approval of the Local Planning Authority. Any necessary remedial works shall be completed at the developer's expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.
Reason: To ensure that any damage to the adopted highway sustained throughout the development process is identified and subsequently remedied at the expense of the developer in interests of highway safety in accordance with Local Plan Policy T4.

29 Notwithstanding details show on the approved plans, the development hereby approved shall not be occupied until details have been submitted to, approved in writing by the Local Planning Authority and implemented, arrangements which secure the following highway improvement works:

- Removal of parking lay by on High Street;
- Provision of a ghost right turn on High Street;
- Provision of central island on High Street with guard rails and tactile crossings;
- Measures to prevent parking on High Street and the new access road;
- Provision of any necessary signing/lining;
- Provision of/any necessary alterations to street lighting;
- Provision of/any necessary alterations to highway drainage;

- Any resurfacing/reconstruction as necessary.

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

Reason: In the interests of highway safety and the free flow of traffic in accordance with Local Plan Policy T4 New Development and Transport Safety.

Reason(s) for Granting Permission:

Informative(s):

1 The proposed development lies within an area that has been defined by the Coal Authority as containing potential hazards arising from former coal mining activity at the surface or shallow depth. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and former surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of new development taking place.

It is recommended that information outlining how former mining activities may affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), is submitted alongside any subsequent application for Building Regulations approval (if relevant).

Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Coal Authority considers that the building over or within the influencing distance of a mine entry should wherever possible be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure that a suitable engineering design is developed which takes into account all the relevant safety and environmental risk factors, including mine gas and mine-water.

Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries

2 Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

If any coal mining features are unexpectedly encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848. Further information is available on the Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority

Informative Note valid from 1st January 2021 until 31st December 2022

3 The granting of planning permission does not in any way infer that consent of the landowner is given. Therefore, the consent of all relevant landowners is required before proceeding with any development, including that of the Council as landowner.

If it should transpire that the applicant does not own any of the land included in this consent,

then it is the responsibility of the applicant to seek all necessary consents and approvals of the landowner.

4 Roads other than agreed shared private drives shall be constructed to an adoptable standard and offered for adoption on completion under (the provisions) Section 38 of The Highways Act (1980). Engineering and surface water drainage details shall be submitted for inspection and approval in writing by the (Local Planning Authority) Highways Authority before works commence on site. The applicant should make contact with Highways Development Control, Tel. 01226 772033/772170. Email. HighwaysDC@barnsley.gov.uk as soon as possible to arrange the setting up of the agreement.

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

6 Street lighting design and installation is generally undertaken by the Local Highway Authority. There is a fee payable for this service and the applicant should make contact with the authorities Street Lighting Team, Tel 01226 770770. Email. Streetlightingdesign@barnsley.gov.uk as soon as possible.

7 Access arrangements including shared private drives should conform to Approved Document B Volume 1 Part B5 Sect. 13. They should be constructed to withstand a minimum carrying capacity of 26 Tonnes without deflection.

8 Fees associated with the required condition survey together with any necessary remedial works and any relevant s278 agreement are to be borne by the developer. The applicant should make contact with Highways Development Control, Tel. 01226 772033/772170. Email. HighwaysDC@barnsley.gov.uk for further information prior to commencement.

9 Road Licences - You are advised that the development hereby permitted requires you to dig up a road, pavement, or grass verge to install or replace service apparatus (gas pipes, electricity cables, sewers), or to place any equipment, materials in , on, above or abutting a highway requiring you to have a licence. No such works shall be undertaken on the public highway without the requisite licences and permissions in place. Further details are available on the BMBC website at: https://www.barnsley.gov.uk/services/roads-travel-and-parking/road-licences/ or by contacting Streetworks@barnsley.gov.uk

10 A Biodiversity Enhancement Management Plan (BEMP) which would include the following:
- a plan of the areas to be maintained, enhanced and/or created;
- a schedule of actions to create or enhance and maintain each habitat at the required quality for a period of 30 years;
- a schedule of ecological monitoring for the 30 year period identifying when key indicators of habitat maturity should be achieved. Monitoring would be required within years 2, 5, 10, 20 and 30; and
- 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.

11 ·A Construction Environmental Management Plan (CEMP: Biodiversity) which will detail the protection of retained features on site, such as hedgerows and trees during construction works, precautionary working methods to be adopted for protected and priority species such as bats, amphibians, nesting birds, badgers and hedgehogs and details of removal of invasive plant species included on Schedule 9 of the Wildlife and Countryside Act 1981 (as

amended). The CEMP should also detail pre-commencement surveys for badgers and nesting birds, if clearance works are carried out during the nesting season.

Signed (Case Officer) [redacted]

Date 17/06/2022

Signed (Group Leader)

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

Date

SCHEDULE 3

Affordable Housing

1. PROVISION OF ON-SITE AFFORDABLE UNITS

1.1 The Owner shall

1.1.1 carry out the Development in accordance with the Affordable Housing Scheme; and

1.1.2 ensure the Affordable Units be provided in accordance with the Planning Permission and any applicable legislation, policy and regulatory requirements relevant to the delivery of new Affordable Housing.

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

2. TRANSFER OF THE AFFORDABLE UNITS

2.1 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 Units to the Registered Provider in accordance with the approved Affordable Housing Scheme.

2.2 If the proposed sale does not proceed with the initial Registered Provider as set out at 2.1 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 (such approval not to be unreasonably withheld or delayed) and will keep the Council informed of the Owner's progress.

2.3 If the Owner has complied with Paragraph ~~Error! Reference source not found.~~ to Paragraph 2.2 of Schedule 3 of this Deed and no Registered Provider has contracted to acquire the Affordable Units:

2.3.1 within a period of 6 months from the Practical Completion of the last of the Affordable Units; or

2.3.2 upon the Occupation of 40% of the General Housing Units (whichever is the earlier)

2.3.3 the Owner may (at the Owners' absolute discretion) dispose of such Affordable Units on the open market (free from all the provisions of this Deed as if the relevant Affordable Unit(s) were a General Housing Unit) and in lieu of the on-site provision of Affordable Housing the Owner shall pay to the Council the Affordable Housing Contribution.

3. RESTRICTION ON OCCUPATION OF GENERAL HOUSING UNITS

3.1 The Owner shall not Occupy or permit to be Occupied more than 50% of the General Housing Units until the Owner has either:

3.1.1 notified the Council in writing that the Affordable Units have been Practically Completed and transferred to the Registered Provider ; or

3.1.2 paid an Affordable Housing Contribution to the Council.

3.2 Any Affordable Housing Contribution payable in accordance with Paragraph 3.1.2 of Schedule 3 above shall be calculated as follows (in reference to each applicable Affordable Unit):

A – (B)

Where: A = the Open Market Value.

B = the Affordable Value.

In calculating any Affordable Housing Contribution:

3.2.1 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;

3.2.2 the Valuer shall act as an expert and his decision shall be final; and

3.2.3 the costs of any determination by the Valuer shall be paid by the Owner.

4. MANAGEMENT AND OCCUPATION OF ON-SITE AFFORDABLE UNITS

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

4.2 For the avoidance of doubt, nothing in this Schedule 3 shall prevent any of the General Housing Units from being voluntarily provided as Affordable Housing and in such case such General Housing Units:

4.2.1 may comprise 'affordable housing' for the purposes of the National Planning Policy Framework and/or a 'qualifying dwelling' for the purposes of Regulation 49(2) of the Community Infrastructure Levy Regulations 2010; and

4.2.2 shall not comprise Affordable Units for the purposes of this Deed

5. EXCLUSIONS TO THIS SCHEDULE 3

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

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

5.1.2 any Chargee (subject only to Paragraph 5.2 of Schedule 3);

5.1.3 any purchaser of an individual Affordable Unit from a Protected Tenant or a Chargee; or

5.1.4 any person deriving title from or through any of the above 5.1.1 to 5.1.3

5.2 This Schedule 3 of this Deed shall not be binding on a Chargee or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

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

5.2.2 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Unit(s) free from the obligations in this Schedule 3 of this Deed which thereafter will determine absolutely in respect of such Affordable Unit(s).

SCHEDULE 4

Financial Contributions and Biodiversity

1. EDUCATION CONTRIBUTION

1.1 The Owner shall pay the Education Contribution to the Council in two tranches: (i) 50% prior to the Commencement of the Development; and (ii) the remaining 50% prior to Occupation of the Development and the triggers for payment above (Commencement and Occupation of the Development) shall not be breached until the related payment has been made to the Council.

2. OFF-SITE GREEN SPACE CONTRIBUTION

2.1 The Owner shall pay the Off-Site Green Space Contribution to the Council in the following instalments:

2.1.1 £31,477.80 (thirty one thousand four hundred and seventy seven pounds and eighty pence) prior to the Commencement of the Development; and

2.1.2 £31,477.80 (thirty one thousand four hundred and seventy seven pounds and eighty pence) prior to Occupation of the 20th Dwelling.

2.1.3 The triggers for payment above (Commencement and Occupation of the of the 20th Dwelling) shall not be breached until the related payment has been made to the Council.

3. SUSTAINABLE TRAVEL CONTRIBUTION

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

3.1.1 £15,000 (fifteen thousand pounds) prior to the Commencement of Development;

3.1.2 £15,000 (fifteen thousand pounds) prior to Occupation of the 20th Dwelling.

3.1.3 The triggers for payment above (Commencement and Occupation of the of the 20th Dwelling) shall not be breached until the related payment has been made to the Council.

3.1.4

4. **BIODIVERSITY** OFF- SETTING MEASURES

4.1 Prior to the Occupation of any of the Development the Owner shall:-

4.2 submit either:

4.2.1 a draft Supplementary BEMP to the Council for its approval setting out how the Required Biodiversity Gain is to be achieved (such approval not to be unreasonably withheld or delayed). Any draft Supplementary BEMP submitted and approved, in accordance with this paragraph shall be implemented by the Owner as approved (the "Approved Supplementary BEMP"); or

4.2.2 a written explanation as to why it is not possible (having used reasonable endeavours) to deliver the Required Biodiversity Gain via a Supplementary BEMP.

4.3 If the Approved Supplementary BEMP meets the Required Biodiversity Gain then the Owner shall not be required to pay the Biodiversity Contribution.

4.4 If the Approved Supplementary BEMP does not fully meet the Required Biodiversity Gain as determined by the Council then the Owner shall pay the Reduced Biodiversity Contribution to the Council in accordance with paragraphs 4.5 and 4.7 of this Schedule.

4.5 The Biodiversity Contribution shall (where applicable) be reduced pro rata, at the Agreed Price, by the number of biodiversity units that are to be delivered as identified in the Approved Supplementary BEMP (the "Reduced Biodiversity Contribution").

4.6 In the event that a Supplementary BEMP is not approved by the Council or is not submitted pursuant to paragraphs 4.2.2 then the Biodiversity Contribution shall be paid in full by the Owner to the Council in accordance with paragraphs 4.7 and 4.8 hereto.

4.7 Subject to paragraph 4.3 hereof, the Owner shall not allow or permit the Occupation of more than 50% of the Dwellings until the Biodiversity Contribution (or Reduced Biodiversity Contribution as appropriate) has been paid to the Council.

4.8 Save for where the payment of a full Biodiversity Contribution falls to be paid (pursuant to paragraph 4.6 hereof) no Dwellings shall be Occupied until there is an Approved Supplementary BEMP which meets all or some of the Required Biodiversity Gain;

4.9 Where a Supplementary BEMP is submitted to the Council the Council shall give (acting reasonably) notice of its approval or rejection as soon as reasonably practicable (and in any event within 28 Working Days) after its receipt and in the event of its rejection set out the reasons for rejection and indicate the measures required to produce an acceptable submission and provided always that where such approval or rejection has not been given within 28 Working Days it shall be deemed approved.

4.10 In the event that the Council (acting reasonably) rejects a submission under paragraph 4.9 the Owner will either: (i) submit a revised submission to the Council for approval whereupon the Council will issue an approval or rejection in accordance with 4.9; or (ii) the Owner will submit a written explanation as to why (using reasonable endeavours) a revised Supplementary BEMP to deliver the Required Biodiversity Gain) cannot be submitted and paragraph 4.6 shall apply.

4.11 In the event of a further rejection by the Council (acting reasonably) of a submission under paragraph 4.10 the Owner may continue to make further submissions to the Council in which case the procedure set out in paragraphs 4.9 and 4.10 above shall apply or the Owner will submit an explanation as to why (using reasonable endeavours) a revised Supplementary BEMP cannot be submitted and paragraph 4.6 shall apply.

4..12 In the alternative any dispute or disagreement may be referred to an Expert in accordance with the Disputes Procedure in clause 15 of this agreement.

4.13 It is hereby agreed by the Council that where a dispute or disagreement relating to this Schedule 4 Paragraph 4 is referred to an Expert in accordance with clause 15 that if the obligation trigger point in paragraph 4.8 falls due during the clause 15 process, then the obligation in paragraph 4.8 shall be deemed amended so as to read, *"….no more than 50% of the Dwellings shall be Occupied….",* instead of, *"….no Dwellings shall be Occupied….".*

SCHEDULE 5

Council's Covenants

1. The Council shall issue separate receipts on request for any sum paid to it under this Deed;

2. The Council shall place the Contributions and any Affordable Housing Contribution (if applicable) and any Biodiversity Contribution or Reduced Biodiversity Contribution (if applicable) in an interest bearing account or in separate accounts as the Council shall at its discretion decide.

3. The Council shall not apply the Contributions or any Affordable Housing Contribution/Biodiversity Contribution and/or Reduced Biodiversity Contribution (as may be applicable) for any purpose other than for the purposes set out within Clause 1.1 of this Deed;

4. In the event that any Contribution or the Affordable Housing Contribution/ (or any part or parts thereof) are not expended or committed within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued shall be repaid to the party that paid it or their nominee as soon as reasonably practicable; and

5. In the event that the Biodiversity Contribution and or reduced Biodiversity Contribution as appropriate or any part thereof is not expended within 30 (thirty) years of the date of payment then the sum not expended plus interest accrued will be repaid to the Owner or to the Owner's nominee

6. The Council shall respond to any request to account for the sums expended within 28 (twenty eight) Working Days of that request being made.

Schedule 6

Affordable Housing Plan



Notes | Sketch schemes may be based on plan information of unknown origin and is subject to verification and survey. Contractors must verify all dimensions on site before commencing any work or shop drawings. This drawing is not to be scaled. Use figured dimensions only. Ensure digital versions are plotted at 'Actual Size'. Building areas are liable to adjustment over the course of the design process due to ongoing construction detailing developments. Subject to statutory approvals and survey. The bar above is to check that the drawing has been printed to scale.

Accommodation Schedule				
House Type		Area (sq.ft)	Quantity	Total Areas (sq.ft)
HT-BUN	2 bed semi detached bungalow	669.80	2	1,340
ATKINS	2 bed semi detached	783.40	1	783
CARTWRIGHT	2 bed terraced / semi detached	768.00	8	6,144
SHARMAN	3 bed semi detached	861.60	1	862
EVELEIGH	3 bed semi detached	864.00	11	9,504
WYATT	3 bed semi detached	868.00	4	3,464
MOUNTFORD	3 bed semi detached	970.00	3	2,910
MOUNTFORD ALT	3 bed detached	970.00	2	1,940
ASLIN	4 bed semi detached	1112.00	8	8,896
	TOTAL OVERALL		40	35,823 sq.ft
	Net Developable Site Area		2.48 Acre	
	Total Site Area		3.09 Acre	

* Denotes S106 affordable housing plots

Note - Gross Internal Areas taken to internal face of structural wall

Legend

- 1800mm timber gate
- Block Paving to margins (colour TBC)
- Bin storage area
- Pre-cast concrete paving
- Soft landscaping to front gardens
- Bin collection areas to private drives

Notes

All unhatched roads in tarmac

[redacted]

Rev	Date	Description	Drawn	Checked
T	13.06.22	Annotation added	CR	
S	23.05.22	Visitor parking relocated, shared surface amended	CR	
R	20.05.22	Visitor parking relocated, path changed to plots 37-38 OS base added, additional dimensions shown	CR	
Q	12.05.22	Plots 15 and 16 moved, dimensions added	CR	
P	09.05.22	EVCP's shown	CR	
N	20.04.22	Plot 24 path and patio amended	CR	
M	14.04.22	Path amendments	CR	
L	29.03.22	Access details amended	CR	
K	14.03.22	Access details amended	CR	
J	01.03.22	Bin storage areas amended	CR	
H	23.02.22	Paths amended, highway changes	CR	
G	15.02.22	Detail added	CR	
F	07.02.22	Plot 31 parking added, general amends	CR	
E	04.02.22	Units reduced, vis parking added, general amends	CR	
D	22.10.21	Unit omitted, highways amends, general revisions	CR	
C	18.07.21	Plots 19-26 and road amended, Wyatt introduced	CR	
B	17.05.21	Gardens increased, hipped roofs omitted	CR	
A	05.01.21	Layout replanned	CR	

Project	High Street, Shafton
Drawing	Proposed Site Layout
Client	Vistry Partnerships Limited
BIM Suitability Description	SUITABLE FOR INFORMATION
BIM Suitability Code	S2
Status	Planning
Date	23.09.20
Drawn	CR
Checked	GE
Scale @A2	1:500
Project - Originator - Discipline - Drawing No. - Rev.	0812 - EA - A - P002 - T

2 Riverside Way, Whitehall Waterfront, LEEDS, LS1 4EH, t 0113 819 9041
329 City Road, Angel, LONDON, EC1V 2NX, t 0203 883 9602
w edwardarchitecture.co.uk
e info@edwardarchitecture.co.uk
edward architecture

Executed as a deed by affixing the common seal of Barnsley Metropolitan Borough Council in the presence of a duly authorised signatory:

..... [redacted] .....
Signature

..... [redacted] .....
Print Name

No. 619
IN REGISTER

PAUL WINTERFLOOD
FLOORS ASSISTANT

EXECUTED as a DEED (but not delivered)
until the date hereof) by)
HOMES AND COMMUNITIES AGENCY)
acting by a director)

in the presence of a witness .....)

.....

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED by VISTRY PARTNERSHIPS YORKSHIRE LIMITED acting by [redacted] and

[redacted] as attorneys for and on behalf of Vistry Partnerships Yorkshire Limited under a power of attorney dated ~~1 September 2022~~ 11 November 2022

Signed: [redacted]

Print Name:

Attorney

Signed

Print Name

Attorney