

Dated

21 October

2025

1. **BARNSELY METROPOLITAN BOROUGH COUNCIL**

AND

2. **PREMDOR CROSBY LIMITED**

DEED OF AGREEMENT

Pursuant to s106 of the Town and Country Planning Act 1990 relating to land adjacent to Premdor,
Birthwaite Business Park, Huddersfield Road, Darton, Barnsley, S75 5JS

Application Reference: 2023/1016

DATED

do not date
21 October

2025

PARTIES

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA (the "**Council**"); and
- (2) **PREMDOR CROSBY LIMITED** (Company registration number 03227274) whose registered office is situated at Birthwaite Business Park, Huddersfield Road, Darton, Barnsley, S75 5JS (the "**Owner**").

BACKGROUND

(A) By virtue of the 1990 Act the Council is the local planning authority for the purposes of this Deed 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 of the Site which is registered at the Land Registry under title numbers SYK411133, SYK409373, SYK373868, SYK327807 and SYK379082.

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

(E) The parties have agreed to enter into this Deed in order to secure (subject to the terms and conditions of this Deed) the Planning Obligations herein.

(F) The parties have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) and agree the Planning Obligations it contains are: (i) necessary to make the Development acceptable in planning terms; (ii) directly related to the Development; and (iii) fairly and reasonably related in scale and kind to the Development.

1. DEFINITIONS AND INTERPRETATION

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

1990 Act

the Town and Country Planning Act 1990 (as amended)

Application

The application for planning permission for the Development which was submitted to the Council and which was given reference number 2023/1016 by the Council for the Erection of 2no. B2/B8 employment units (11,010 sq.m gross) with associated parking, service yard, pallet store, relocation of security hut, vehicle canopy, hard and soft landscaping and associate works and validated on 3 November 2023

Biodiversity Contribution

Means the commuted sum of £413,250.00 (Four Hundred and Thirteen Thousand Two Hundred and Fifty Pounds) which equates to £25,000.00 (Twenty-Five Thousand Pounds) per habitat unit which will be used for biodiversity projects across the Borough.

Commencement of Development

The date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act
SAVE THAT for the purposes of this Deed the term "material operation" shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of Site access, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements

Commenced, Commences and Commence Development shall be construed accordingly

Default Interest Rate

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

Development

the development of the Site pursuant to the Planning Permission

Expert

a person of at least 15 years' post qualification continual and continuing experience in the subject matter of the dispute

Highway Works Contribution

the sum of £19,000.00 (Nineteen Thousand Pounds) to be paid to the Council in respect of the Highway Works

Highway Works

works to the highway in the vicinity of the Development to include the supply and installation of replacement solar bus shelters at stops 55168 and 55039 which are required to make good a deficiency in infrastructure provision arising from the Development

Index Linked

Increased in accordance with the following formula:

- (a) Amount payable = the payment specified in this Deed x (A/B)
- (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 Officer for National Statistics that applied when that index was last published prior to the date of this Deed

Plan

The plan at Schedule 1 of this Deed

Planning Obligation

The obligations and conditions and stipulations set out at Schedule 2 and Schedule 3 of this Deed and the term Planning Obligations shall be construed accordingly

Planning Permission

The full planning permission that may be granted pursuant to the Application for the Development, the draft conditions and recommendations of which are at Schedule 4 of this Deed

Site

All that site known as Premdor, Birthwaite Business Park, Huddersfield Road, Darton, Barnsley, S75 5JS shown edged red on the Plan

Statutory Undertaker

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

Unit

A commercial unit listed and used under class B2/B8 of the Town and Country Planning (Use Classes Order) 1987.

Working Day

Any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday

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

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

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

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

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

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

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

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

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

2. STATUTORY BASIS

2.1 The Deed secures planning obligations made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers and is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person deriving title to the Site (or any part or parts thereof) from the Owner as if that person had been an original covenanting party to this Deed (subject always to for the avoidance of any doubt to the terms and conditions of this Deed).

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

3. CONDITIONS PRECEDENT

3.1 This Deed is conditional upon and does not come into effect unless and until the Planning Permission is granted and the Commencement of Development (save for any pre-Commencement obligations).

4. COVENANTS AND DECLARATIONS

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

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

5. EXCLUSIONS AND RELEASE

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

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

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

5.1.3 if that party is an owner or occupier of an individual Unit (subject to any provisions in Schedule 2 which are intended to specifically bind an owner or occupier of an individual Unit);

5.2 If the Planning Permission:

5.2.1 expires before the Commencement of Development; or

5.2.2 is quashed by a court; or

5.2.3 is at any time revoked or modified (without the consent of the Owner),

this Deed shall determine and cease to have effect.

5.3 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or over any part of the Site unless and until such chargee or mortgagee has taken or entered into possession of the Site of 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.

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

6. REGISTRATION

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

6.2 Following either:

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

6.2.2 the determination of this Deed in accordance with clause 5.2

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

7. OWNERSHIP

7.1 The Owner warrants that, save as disclosed to the Council prior to the completion of this Deed, no person other than the Owner has any legal or equitable interest in any part of the Site.

8. NON-FETTER AND WAIVER

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

8.2 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and

no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 FUTURE PERMISSIONS

9.1 Subject to 9.2 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

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

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

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

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under section 73 of the 1990 Act or the appropriate nature and quantum of s106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the 1990 Act whether by way of new deed or supplemental deed pursuant to section 106 of the 1990 Act and FURTHER PROVIDED (for the avoidance of any doubt) that this clause 9.2 and the operation of it shall not ever require the duplication of any of the Planning Obligations in this Deed.

10. INTEREST

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

11. INDEXATION

11.1 All financial contributions payable to the Council shall be Index Linked.

11.2 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.

12. VAT

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

12.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

13. SEVERANCE

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

14. CHANGE OF OWNERSHIP

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

15. NOTIFICATION

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

15.1.1 delivered by hand; or

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

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

15.2.1 to the Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2023/1016;

15.2.2 to the Owner at Premdor, Birthwaite Business Park, Huddersfield Road, Darton, Barnsley, S75 5JS and quoting the Application reference number 2023/1016; or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with clause 15.

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

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

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

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

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

16. DISPUTE RESOLUTION

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

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

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

16.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 (ten) Working Days (or such other period as may be agreed) of receipt of the notice in clause 16.2 above, shall be appointed or identified by the following persons:

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

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

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

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

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

(a) the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 (twenty) Working Days (or such extended period as the Expert shall allow) of receipt of the Expert's Notice;

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

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

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

(e) to the extent not provided for by this clause the Expert may in their reasonable discretion depending upon the nature and complexity of the case determine such other procedures and/or directions to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination, varying any time limit or direction and/or setting new directions and either of their own volition or upon the application of any party.

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

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

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

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

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

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

17. THIRD PARTY RIGHTS

No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 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 those deriving title to the Site.

18. COSTS

On or before the date of this Deed the Owner shall pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed in the sum of £1,500.00 (One Thousand Five Hundred Pounds)

19. JURISDICTION

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

20. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law 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

THE PLAN

00-0001 Location Plan Scale - 1:2500

Rev 001 Planning Issues
Rev 002 Initial Issues
Rev 003

JOE 09.10.23 AAH
JOE 21.04.23 AAH
By Date Ch

Client:
Premdor

Project:
Jugge maut
Barnsley
Title:
Location Plan

Job No:
23005

Scale:
1:2500 @A4
Date:
April 2023
Drawing No:
23005-A-CJCT-ZZ-XX-PL-00-0001

Status:
Drawn By:
JOE
Checked By:
AAH
Revision:
P01

Carey Jones Chapman Tolcher

Studio 104, 305 Goswell Road
London EC1V 7LQ
Tel: +44(0)20 7269 5400

Studio 2, 58 Wellington St
Leeds LS1 2EE
Tel: +44(0)113 224 5000

www.cjctstudios.com

PLANNING

Key
— Site Boundary
— Ownership Boundary

0 20 40 60 80 100 120m
Scale 1:2500



SCHEDULE 2
Covenants to the Council

The Owner covenants with the Council:

1. Highway Works Contribution

- 1.1 To pay the Highway Works Contribution to the Council prior to first Occupation of the Development.
- 1.2 Not to Occupy the Development until the Highway Works Contribution has been paid to the Council.

2. Biodiversity Contribution

- 2.1 To pay the Biodiversity Contribution prior to first Occupation of the Development.
- 2.2 Not to Occupy the Development unless and until the Biodiversity Contribution has been paid to the Council.

SCHEDULE 3
Council's Covenants

The Council covenants with the Owner:

1. Offsite Biodiversity Contribution

Not to apply the Biodiversity Contribution for any purpose other than for the purposes set out within this Deed.

2. Highway Works Contribution

- 2.1 To pay the Highway Works Contribution into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 2.2 Not to use any part of the Highway Works Contribution other than for the Highway Works (whether by the Council or another party).

- 3. That in the event that [the Biodiversity Contribution and] the Highway Works Contribution or any part or parts thereof are not expended within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid to the Owner or its nominee

SCHEDULE 4
Recommendation and Draft Conditions

Recommendation:- Approve with conditions and subject to a Section 106 Agreement to secure the following:-

- Biodiversity requirement for no net loss offsite, either through land that they own or a third party provider, or the council can accept a commuted sum of £25,000 per habitat unit, totalling £413,250.00.
- SYMCA £19,000 developer contribution for the supply and installation of replacement solar bus shelters at stops 55168 and 55039.

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.

- The development hereby approved shall be carried out strictly in accordance with the amended plans (Nos. Location Plan (23005-A-CJCT-ZZ-XX-PL-00-0001 Rev P01), Unit A Ground Floor Plan (23005-A-CJCT-01-00-PL-20-2100 Rev P02), Unit A First Floor Plan (23005-A-CJCT-01-01-PL-20-2101 Rev P02), Unit A Roof Plan (23005-A-CJCT-01-01-PL-20-2102 Rev P02), Unit A North & South Elevations (23005-A-CJCT-01-01-PL-20-2102 Rev P03), Unit A West & East Elevations (23005-A-CJCT-01-XX-EL-20-2002 Rev P02), Unit B Proposed Ground Floor Plan (23005-A-CJCT-02-00-PL-20-2110 Rev P02), Unit B First Floor Plan (23005-A-CJCT-02-01-PL-20-2111 Rev P02), Unit B Second Floor Plan (23005-A-CJCT-02-02-PL-20-2112 Rev P02), Unit B Roof Plan (23005-A-CJCT-02-03-PL-20-2113 Rev P03), Unit B North & South Elevations (23005-A-CJCT-02-XX-EL-20-2003 Rev P04), Unit B West & East Elevations (23005-A-CJCT-02-XX-EL-20-2004 Rev P03), Proposed Site Sections (23005-A-CJCT-XX-XX-SE-20-2210 Rev P03), Proposed Site Plan (23005-A-CJCT-ZZ-XX-PL-00-0003 Rev P11), Bike Stores & Site Access Cabin (23005-A-CJCT-ZZ-ZZ-DR-20-2140 Rev P01), Landscape Illustrative Masterplan (23005-ALA-00-XX-DR-L-0001 Rev P02), Landscape General Arrangement (23005-ALA-00-XX-DR-L-0002 Rev P02), Detailed Landscape General Arrangement 1 of 4 (23005-ALA-00-XX-DR-L-0003 Rev P02), Detailed Landscape General Arrangement 2 of 4 (23005-ALA-00-XX-DR-L-0004 Rev P02), Detailed Landscape General Arrangement 3 of 4 (23005-ALA-00-XX-DR-L-0005 Rev P02), Detailed Landscape General Arrangement 4 of 4 (23005-ALA-00-XX-DR-L-0006 Rev P02), Tree Retention & Removal Plan (23005-ALA-00-XX-DR-L-0007 Rev P02), Planting Strategy (23005-ALA-00-XX-DR-L-0008 Rev P02), Site Sections 1 of 2 (23005-ALA-00-XX-DR-L-0011 Rev P02), Site Sections 2 of 2 (23005-ALA-00-XX-DR-L-0012 Rev P02), Proposed Drainage Strategy Unit B Parking Area (BBP-AWP-XX-XX-DR-C-3002 Rev P2), Proposed Drainage Strategy Foul Water Unit A & Unit B (BBP-AWP-XX-XX-DR-C-3002 Rev P2), Proposed Drainage Strategy Unit A (BBP-AWP-XX-XX-DR-C-3000 Rev P5), Proposed Drainage Strategy Unit B (BBP-AWP-XX-XX-DR-C-3001 Rev P5), Proposed Finished Levels Unit A (BBP-AWP-XX-XX-DR-C-3500 Rev P4), Proposed Finished Levels Unit B (BBP-AWP-XX-XX-DR-C-3501 Rev P2) Planning Statement, Design and Access Statement, Arboricultural Report and Impact Assessment, Butterfly, Breeding Bird, BREEAM 2018 V.6 Pre-Assessment by FES Group indicating the scheme to meet 'very good' standard, Badger and Bat surveys/reports, BNG Metric and Assessment,

Archaeological Desk Based Assessment, Preliminary Ecology Report, Coal Mining Risk Assessment Flood Risk Assessment and Drainage Assessment, Heritage Impact Assessment, Transport Assessment, Phase 1 Environmental Report, Travel Plan, Noise Impact Assessment, Air Quality Assessment) and specifications as approved 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.

2. Construction or remediation work comprising the use of plant, machinery or equipment, or deliveries of materials shall only take place between the hours of 0800 to 1800 Monday to Friday and 0900 to 1400 on Saturdays and at no time on Sundays or Bank Holidays.

Reason: In the interests of the amenities of local residents and in accordance with Local Plan Policies GD1 General Development Policy and POLL1 Pollution Control and Protection.

3. 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 statement shall include but not be restricted to:

- i. Site working hours and delivery hours which should avoid peak hours
- ii. The parking of vehicles of site operatives and visitors
- iii. Any temporary access to the site
- iv. Loading and unloading of plant and materials
- v. Storage of plant and materials used in constructing the development
- vi. Arrangements to receive abnormal loads or unusually large vehicles
- vii. Methods of communicating the Construction Management Plan to the workforce, visitors and neighbouring residents and businesses
- viii. Measures to prevent mud/debris being deposited on the public highway.

The submitted and hereby approved Construction Traffic Management Plan (CTMP) shall be adhered to throughout the construction period.

Reason: In the interests of highway safety, in accordance with Local Plan Policy T4 New development and Transport Safety.

4. No development above ground development shall commence until;
 - a) a scheme of intrusive investigations has been carried out on site to establish the risks posed to the development by past shallow coal mining activity; and
 - b) any remediation works and/or mitigation measures to address land instability arising from coal mining legacy, as may be necessary, have been implemented on site in full in order to ensure that the site is made safe and stable for the development proposed.

The intrusive site investigations and remedial works shall be carried out in accordance with authoritative UK guidance and prior to the occupation of the development, or it being taken into beneficial use, a signed statement or declaration prepared by a suitably competent person confirming that the site is, or has been made, safe and stable for the approved development shall be submitted to the Local Planning Authority for approval in writing. This document shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and/or mitigation necessary to address the risks posed by past coal mining activity.

Reason: In the interests of Land stability NPPF sections 183 a,b,c. 184 and 174 e & f

5. 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.

6. The rating level of the operational noise emitted from the development shall not exceed the night-time background sound level of 41dB LA90 (15mins) between 23:00 and 07:00 hours at the nearest noise sensitive receptor when assessed in accordance with BS4142:2014+A1(2019).

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.

7. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out no later than the first planting and seeding season following the occupation of the units; 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. The development shall be completed in line with the recommendations within the Preliminary Ecological Appraisal (November 2024), the BNG report, the Defra Metric and the conditions of the planning permission. All the recommendations shall be implemented in full according to the timescales laid out, and thereafter permanently maintained for the stated purposes of biodiversity conservation.

Reason: In the interests of Biodiversity in accordance with Local Plan Policy BIO1.

9. Notwithstanding the submitted details, prior to first occupation of the site, details of external and internal lighting (where applicable), shall be submitted to and approved in writing by the Local Planning Authority. The lighting scheme shall be reviewed a suitably qualified ecologist to demonstrate that lighting will not adversely impact wildlife using key corridors, foraging and commuting features and roosting sites. The details shall include, but are not limited to, the following:

- Identification of areas/features on site that are particularly sensitive e.g. breeding, resting, foraging and commuting sites;
- A drawing showing dark corridors and buffer areas;
- A report and drawings showing how and where lighting will be installed so that it can be clearly demonstrated that areas to be lit will not disturb or prevent species using their territory or having access to breeding sites/resting places, this should include;

- Technical descriptions, design or specification of lighting to be installed including shields, cowls or blinds where appropriate;
- A description of the luminosity of lights and their light colour;
- A plan showing the location and where appropriate the elevation and height of the light fixings;
- Methods to control lighting control (e.g. timer operation, Passive Infrared Sensors (PIR)); and
- Lighting contour plans, both horizontal and vertical where appropriate, taking into account hard and soft landscaping.

All lighting shall be installed in accordance with the specifications and locations set out in the approved details. They shall be maintained thereafter in accordance with these details.

Reason: In the interests of Biodiversity in accordance with Local Plan Policy BIO1.

10. No development shall take place (including demolition, ground works and vegetation clearance) until a Biodiversity Mitigation Scheme (BMS) has been submitted to and approved in writing by the Local Planning Authority. The BMS will set out any precautionary measures to be adopted on site during construction, such as protection of retained features and reasonable avoidance measures for protected and priority species. Incorporation of features such as bat and bird boxes, herptile and invertebrate features and hedgehog refuge habitat, etc. in line with the Biodiversity and Geodiversity Supplementary Planning Document, should also be detailed.

Reason: In the interests of Biodiversity in accordance with Local Plan Policy BIO1.

11. No development shall take place (including demolition, ground works and vegetation clearance) until a Construction Environmental Management Plan - Biodiversity (CEMP-B) has been submitted to and approved in writing by the Local Planning Authority. The CEMP-B shall include, but not necessarily be limited to, the following:

- Risk assessment of potentially damaging construction activities;
- Identification of 'biodiversity protection zones';
- Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements);
- The location and timing of sensitive works to avoid harm to biodiversity features (e.g. daylight working hours only starting one hour after sunrise and ceasing one hour before sunset);
- Use of protective fences, exclusion barriers and warning signs, including advanced installation and maintenance during the construction period;
- Responsible persons and lines of communication;
- The role and responsibilities on site of an Ecological Clerk of Works (ECoW) or similarly competent person(s).

Reason: In the interests of Biodiversity in accordance with Local Plan Policy BIO1.

12. The development shall not commence until a Habitat Management and Monitoring Plan (the HMMP) has been submitted to and approved by the Local Planning Authority. The HMMP shall include:

- a non-technical summary;
- the roles and responsibilities of the people or organisation(s) delivering the [HMMP];
- the planned habitat creation and enhancement works to create or improve habitat to achieve no net loss;
- the management measures to maintain habitat for a period of 30 years from the completion of development;
- the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the local planning authority, and approved in writing by, the local planning authority.
- A timetable for implementation and completion of creation and enhancement works.
- Notice in writing shall be given to the Council within 10 working days of the implementation of the HMMP
- Notice in writing shall be given within 10 working days of the completion of the habitat creation and enhancement works as set out in the HMMP and a completion report, evidencing the completed habitat enhancements, has been submitted to, and approved in writing by the Local Planning Authority.
- Thereafter the created and/or enhanced habitat specified in the approved [HMMP] shall be managed and maintained in accordance with the approved [HMMP] for a period of 30 years following the completion of the development.

Reason: In the interests of Biodiversity in accordance with Local Plan Policy BIO1.

13. Prior to commencement of the development, an appropriately experienced and qualified Ecological Clerk of Works (ECoW) shall be appointed by the applicant and/or developer. The ECoW shall be in post during appropriate stages of the development, as agreed in writing with the Local Planning Authority. The ECoW's scope of work shall include monitoring compliance with the mitigation measures as detailed within the PEA Report and the submission of monitoring reports to the Local Planning Authority.

Reason: In the interests of Biodiversity in accordance with Local Plan Policy BIO1.

14. 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.

Part B (pre-occupation/use)

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 in accordance with Local Plan Policy HE1.

15. The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved details within the Arboricultural Impact Assessment and Arboricultural Method Statement before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced off in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority.

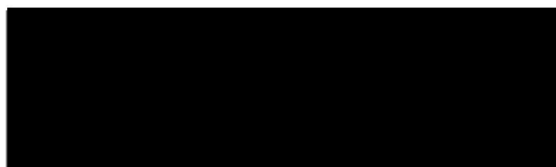
Reason: To safeguard existing trees, in the interest of visual amenity in accordance with Local Plan Policy BIO1.

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

Authorised Sealing Officer

EXECUTED as a DEED by
PREMDOR CROSBY LIMITED
acting by one director in the presence of

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)
)
)
)



Witness Signature



Witness Name: *SASO HUGHES*

Witness Address: *37 CAE ONAN
MOROA
SHROPSHIRE SY10 9PX*

Witness Occupation: *SUSTAINABILITY, ENERGY &
FACILITIES LEADER*