

AGREEMENT UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Dated 20th FEBRUARY 2020

BASSETLAW DISTRICT COUNCIL

And

PHILIP RALPH LANE

And

KENNETH NICHOLAS LANE

RELATING TO

LAND AT CORNER FARM, MAIN STREET,

HAYTON, NOTTINGHAMSHIRE

Bassetlaw District Council
Queen's Building
Potter Street
WORKSOP
S80 2AH
PB/3587

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THIS AGREEMENT is made on the 20TH FEBRUARY

2020

1. PARTIES

	Party	Address	Referred to
1.	BASSETLAW DISTRICT COUNCIL,	Queen's Buildings, Potter Street, Worksop, Nottinghamshire, S80 2AH	the "Council"
2.	PHILIP RALPH LANE AND KENNETH NICHOLAS LANE	14, Sycamore Close Retford, DN22 7JP Corner Farm Main Street, Hayton, Retford, DN22 9LL	the "Owner"

2. BACKGROUND AND INTRODUCTION

- 2.1 The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is located and by whom the obligations in this Agreement are enforceable.
- 2.2 The Owner is the freehold Owner of the whole of the Site under the Land Registry Title.
- 2.3 The Owner has submitted the Planning Application for outline permission to the Council and the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 2.4 The Council will grant the Planning Permission subject to the completion of this Agreement.
- 2.5 The obligations contained in this Agreement may be enforced by the Council where applicable against the Owner and its successors in title.
- 2.6 References to any party in this Agreement include the successors in title and function of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act.
- 2.7 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement shall be unaffected.
- 2.8 Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area the development of the Site shall only be permitted subject to the terms hereof and for that purpose are willing to enter into this Agreement.
- 2.9 The Parties to this Agreement have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Agreement) and the advice set out at

paragraph 56 of the NPPF and agree that the planning obligations contained within this Agreement are:

- (a) Necessary to make the Development acceptable in planning terms;
- (b) Directly related to the Development; and
- (c) Fairly and reasonably related in scale and kind to the Development

The Parties agree as follows:

3. INTERPRETATION

In this Agreement, unless the context otherwise requires, the following definitions apply:

3.1 Definitions:

Act	Means the Town and Country Planning Act 1990				
Affordable Housing	means Affordable Housing as defined in Annex 2 of the NPPF and referred to at Schedule 1 (Provision of Affordable Housing - on page 21 below)				
Affordable Housing Contribution	<p>Means a contribution towards the provision of off-site Affordable Housing in the event that the Affordable Housing Dwellings cannot be transferred to the Affordable Housing Provider or the Council pursuant to this Agreement.</p> <p>The Affordable Housing Contribution shall be calculated in accordance with Schedule 1 paragraph 0 (Provision of Affordable Housing - on page 21 below);</p>				
Affordable Housing Dwelling	<p>means the affordable housing to be provided as part of the Development which will comprise</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Figures</th> <th>Words</th> </tr> </thead> <tbody> <tr> <td>25%</td> <td>Twenty Five Per centum</td> </tr> </tbody> </table> <p>of the Dwellings (rounded up) and where the tenures of which will comprise a mix of the following tenures:-</p> <ul style="list-style-type: none"> a) Affordable Rented Housing b) Social Rented Housing c) Intermediate Housing d) Starter Homes <p>Such mix of tenures to be agreed in writing with the Council when the Affordable Housing Scheme is submitted under Schedule 1 paragraph 1.1 (Provision of Affordable Housing - on page 21 below)</p>	Figures	Words	25%	Twenty Five Per centum
Figures	Words				
25%	Twenty Five Per centum				
Affordable Housing Provider	means any housing association or social landlord registered with Homes England under the Housing Act or a Registered Provider;				
Affordable Housing Scheme	<p>means a scheme for the provision of the Affordable Housing Dwellings which shall include the following information:</p> <ul style="list-style-type: none"> ❖ Number of Affordable Housing Dwellings ❖ The location of the Affordable Housing Dwellings; ❖ The type of the Affordable Housing Dwellings; ❖ The tenure of the specific Affordable Housing Dwellings; 				

	Unless alternative information is agreed in writing with the Council
Affordable Rented Housing	means affordable rented housing as defined in Annex 2 of the National Planning Policy Framework, March 2012
CIL	the charge introduced by the Council pursuant to the CIL Regulations enabled by the Planning Act 2008 or such other charge, tax or tariff as may replace it from time to time
CIL Regulations	Means the Community Infrastructure Levy Regulations 2010 as amended from time to time
Commencement Date	the date specified in clause 5 (Commencement Date on page 13 below)
Commencement of Development	means the carrying out in relation to the Development of any material operation as defined by Section 56(4) of the Act but disregarding for the purposes of this Agreement and for no other purpose, the operations at clause 5.1 - (Commencement Date on page 13 below) "Commenced Development", "Commence Development" and "Commences Development" shall be construed accordingly
Council Management Fee	means an additional fee payable by the Owner to the Council to cover the Council's costs associated with actively managing and reviewing compliance with the obligations contained in this Agreement payable in accordance with paragraph 1 of Schedule 4 (Council Management Fee on page 27 below.
Development	means the residential development of the Site in accordance with the Planning Permission
Development Plan	Bassetlaw Core Strategy & Development Management Policies Development Plan Document Adopted December 2011.
Disposal	means the sale or lease for a term of seven years or more (or assignment of any such lease) of any of the Affordable Housing Dwelling and "Dispose" and "Disposed" shall be construed accordingly;
Dwelling	means any dwellings to be constructed on the Site as part of the Development pursuant to the Planning Permission
Expert	means a person qualified to act as an expert in relation to the dispute having not less than ten years professional experience in relation to matters relating to planning developments who shall: <ul style="list-style-type: none"> i. in relation to any dispute as to any planning matter be a member of the Royal Town Planning Institute; ii. in relation to any dispute as to any valuation matter be a member of the Royal Institution of Chartered Surveyors
Housing Act	means the Housing and Regeneration Act 2008
Index	means the All Items Retail Prices Index issued by the Office for National Statistics in the Monthly Digest of Statistics. Except in the context of calculating the <ul style="list-style-type: none"> • Education Contribution (which Index shall mean the BCIS Index) or, in the case of any such index listed above, as contained in any official publication substituted thereof, or such other index as may from time to time be published in substitution thereof
Indexed	means the calculation of any payments specified in this Agreement (unless stated to be indexed differently) by applying the following formula:

	<p>$A \times B/C = D$ where:</p> <ul style="list-style-type: none"> ❖ A = the sum specified in this Agreement in pounds sterling; ❖ B = the figures shown in the relevant Index last published immediately prior to the date up to which the sum concerned is to be paid under the provisions of this Agreement ❖ C = the figure shown in the relevant Index last published immediately prior to the date of this Agreement; and ❖ D = the recalculated sum in pounds sterling applying under this Agreement; and <p>B/C shall be equal to or greater than 1</p> <p>Provided that if the Index is no longer maintained by the Office of National Statistics the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other publication or index as may be agreed from time to time with the Council; (acting reasonably);</p>						
Interest	Interest at 4% per annum above the Base Rate of the Bank of England from time to time;						
Intermediate Housing	means intermediate housing as defined in Annex 2 to the National Planning Policy Framework, March 2012;						
Land Registry Title	<p>Means the land registry title as follows</p> <table border="1"> <thead> <tr> <th>Title Number</th> <th>Address</th> <th>Registered Proprietors</th> </tr> </thead> <tbody> <tr> <td>NT488553</td> <td>Land at Corner Farm, Main Street, Hayton, Nottinghamshire</td> <td>Philip Ralph Lane and Kenneth Nicholas Lane</td> </tr> </tbody> </table>	Title Number	Address	Registered Proprietors	NT488553	Land at Corner Farm, Main Street, Hayton, Nottinghamshire	Philip Ralph Lane and Kenneth Nicholas Lane
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Management Company	<p>means a company which may already be in existence or which may be formed by the Owner for the purposes of carrying out the future maintenance of the</p> <ul style="list-style-type: none"> • SuDs - Schedule 3 - Sustainable Urban Drainage System 						
New Planning Permission	a planning permission authorising the redevelopment of the Site granted pursuant to section 73 of the Act.						
NPPF	means National Planning Policy Framework, July 2018						
Occupation	means the occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupier" shall be construed accordingly						
Offer Documentation	means the plans, drawings, specifications and other documents which the Affordable Housing Provider may reasonably require in order to make an offer for the Affordable Housing Dwellings						
Offer Period	means a period of six (6) months for the issue by the Owner to an Affordable Housing Provider of the Offer Documentation for the Affordable Housing Dwellings						
Offer Price	means a price which enables the Affordable Housing Provider to provide the Affordable Housing Dwellings						
Off-Site Public Open Space Contribution	<p>means a contribution of</p> <table border="1"> <tr> <td>Figures</td> <td>Words</td> </tr> </table>	Figures	Words				
Figures	Words						

	£463.75	FOUR HUNDRED AND SIXTY THREE POUNDS AND SEVENTY FIVE PENCE.					
	Per dwelling subject to any recalculation in accordance with Paragraph 1.2 of Schedule 2 - Off Site Public Open Space Provision (on page 25 below)						
	towards off-site provision of play equipment or improvements to the play facilities at the Clarborough Village Hall site						
	as defined in Schedule 2 - Off Site Public Open Space Provision (on page 25 below)						
Open Market Dwelling	means any Dwelling other than an Affordable Housing Dwelling						
Parties	means the parties to this Agreement and the word "Party" shall mean any one of them;						
Plan	means the plan attached to this Agreement at Annex B - Site Plan (on page 32 below)						
Planning Application	means the application for Planning Permission for the Site submitted to the Council as follows						
	<table border="1"> <thead> <tr> <th>Planning Reference Number</th> <th>Planning Proposal Description</th> <th>Validated Date</th> </tr> </thead> <tbody> <tr> <td>19/01002/OUT</td> <td>Residential Development, including an access</td> <td>23/7/2019</td> </tr> </tbody> </table>	Planning Reference Number	Planning Proposal Description	Validated Date	19/01002/OUT	Residential Development, including an access	23/7/2019
Planning Reference Number	Planning Proposal Description	Validated Date					
19/01002/OUT	Residential Development, including an access	23/7/2019					
Planning Permission	means the outline planning permission subject to conditions which shall be granted by the Council pursuant to the Planning Application, a draft of which is attached to this Agreement at Annex A - Draft Planning Permission (on page 31 below)						
Registered Provider	means a private registered provider pursuant to the Housing Act						
Reserved Matters	<p>Reserved matters are those aspects of a proposed development, which an applicant can choose not to submit details of with an outline planning application, (i.e. they can be 'reserved' for later determination).</p> <p>These are defined in article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 as:</p> <table border="1"> <tbody> <tr> <td>Access</td> <td>the accessibility to and within the site, for vehicles, cycles and pedestrians in terms of the positioning and treatment of access and circulation routes and how these fit into the surrounding access network.</td> </tr> <tr> <td>Appearance</td> <td>the aspects of a building or place within the development, which determine the visual impression the building or place makes, including the external built form of the development, its architecture, materials, decoration, lighting, colour and texture.</td> </tr> </tbody> </table>		Access	the accessibility to and within the site, for vehicles, cycles and pedestrians in terms of the positioning and treatment of access and circulation routes and how these fit into the surrounding access network.	Appearance	the aspects of a building or place within the development, which determine the visual impression the building or place makes, including the external built form of the development, its architecture, materials, decoration, lighting, colour and texture.	
Access	the accessibility to and within the site, for vehicles, cycles and pedestrians in terms of the positioning and treatment of access and circulation routes and how these fit into the surrounding access network.						
Appearance	the aspects of a building or place within the development, which determine the visual impression the building or place makes, including the external built form of the development, its architecture, materials, decoration, lighting, colour and texture.						

	<p>Landscaping the treatment of land (other than buildings) for the purpose of enhancing or protecting the amenities of the site and the area in which it is situated and includes:</p> <ol style="list-style-type: none"> screening by fences, walls or other means; the planting of trees, hedges, shrubs or grass; the formation of banks, terraces or other earthworks; the laying out or provision of gardens, courts, squares, water features, sculpture or public art; and the provision of other amenity features;
	<p>Layout the way in which buildings, routes and open spaces within the development are provided, situated and orientated in relation to each other and to buildings and spaces outside the development.</p>
	<p>Scale the height, width and length of each building proposed within the development in relation to its surroundings.</p>
Reserved Matters Application	means an application for Reserved Matters approval pursuant to the Planning Permission
Resident	Means the legal owner(s) of any Dwelling sold on the Site.
Site	means the land at <div style="border: 1px solid black; padding: 2px; display: inline-block;">Corner Farm, Main Street, Hayton, Nottinghamshire</div> and shown edged red on the Plan
Social Rented Housing	means social rented housing as defined in Annex 2 to the National Planning Policy Framework, March 2012
Starter Homes	means starter homes as defined in Annex 2 to the NPPF
SuDs	means the Sustainable Urban Drainage systems providing visible surface water drainage measures / features to be located within the Site and which shall include the following to serve the Site <ol style="list-style-type: none"> swales watercourses and ditches; attenuation ponds and infiltration basins; soakaways; and/or all associated inlet/outlet structures, control devices, headwalls silt traps catch pits and manholes which will be provided and maintained by the Owner in accordance with Schedule 3 - Sustainable Urban Drainage System (on page 26 below)
SuDs Specification	means a detailed specification to be prepared by or on behalf of the Owner by a suitably qualified and professionally approved person carrying appropriate professional indemnity insurance and which detailed specification shall include (where applicable): <ol style="list-style-type: none"> Hydraulic calculations; Details of control devices and flow control measures; Geotechnical design criteria; Permeability assessment;

	<ul style="list-style-type: none"> e. Proposed design specification and landscaping and boundary treatments; f. Life-saving equipment (e.g. lifebelts); g. Warning and information signage; h. Proposals to seek to minimise long term maintenance and a long term maintenance scheme (“the SuDs Maintenance Scheme”); i. Proposals to seek to maximise ecological benefit; j. The exact location and dimensions of the SuDs; k. A construction programme for the SuDs setting timings for commencement through to completion of the SuDs; and l. Both a ROSPA assessment/certificate and CDM designer’s risk assessment evidencing that the SuDs can be operated safely.
Trigger Point Notification Point	means each of the trigger points within this Agreement as detailed at Schedule 7 - Trigger Point Notice Requirements (on page 30 below)
Working Day	means any day which is not a Saturday, a Sunday, a Bank Holiday or Public Holiday in England

- 3.2 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 3.3 References to clauses and schedules are to the clauses and schedules of this Agreement, unless stated otherwise.
- 3.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 3.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 3.6 A reference to a person includes a reference to persons acting jointly or in partnership, a firm, company, authority, board, department or other body and vice versa.
- 3.7 Where there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 3.8 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all statutorily enforceable instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 3.9 References to the Site include any part of it.

4- EFFECT OF THIS AGREEMENT

- 4.1 This Agreement is made pursuant to section 106 of the Act and s111 Local Government Act 1972 and section 1 of the Localism Act 2011 and any other enabling powers.
- 4.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act that bind the Site and are enforceable by the Council as local planning authority against the Owner.
- 4.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 4.4 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function.
- 4.5 This Agreement will be registered as a local land charge by the Council.
- 4.6 The obligations in this Agreement will not be enforceable against:
- (a) Any person purchasing an Open Market Dwelling and any successor in title to such person with the exception of
Paragraph 1.5 of Schedule 3 - Sustainable Urban Drainage System (on page 26 below) which is enforceable.
 - (b) Subject to paragraph 1.15.2 of Schedule 1 - Provision of Affordable Housing (on page 23 below) any mortgagee or chargee of the purchaser of any Open Market Dwelling 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) (each a Receiver) or administrator (however appointed or administrative receiver) and any successor in title to such mortgagee or chargee
 - (c) A statutory undertaker after the transfer, whether by way of outright transfer, lease, holding on trust or, without limitation, otherwise of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker or to a person acting on its behalf.
 - (d) Any person whose interest in the Site is in the benefit of a covenant or easement

- (e) Any mortgagee unless it takes possession of the Site (or part thereof) in which case it too will be bound by the obligations as if it were a person deriving title from the Owner
- 4.7 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.8 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.
- 4.9 If the Council agrees pursuant to an application under Section 73 of the Act to any variation, change, addition or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Town and Country Planning Act 1990 the covenants or provisions of this Agreement shall be deemed to bind the varied or new permission and to apply in equal terms to the New Planning Permission
- 4.10 This Agreement shall come into effect on the date of grant of the Planning Permission.
Save for
(a) Clause 5 - Commencement Date (on page 13 below) and
(b) Clause 8.2 – Council Covenants (on page 15 below)
which take effect immediately
- 4.11 Where any notice, consent, approval, authorisation, agreement or other similar affirmation ("Approval") is required under the terms of this Agreement, the Parties will not unreasonably withhold or delay such Approval.
- 4.12 Where it is provided in this Agreement that an Approval is required by any of the Parties and a timescale for such Approval being given is not specified, the relevant provision shall be deemed to be subject to a proviso that the Party in receipt of the submission and/or request for Approval shall proceed expeditiously to consider such submission and/or request and if a decision is not issued within a period of 20 Working Days (or such extended period pursuant to clause 4.14 below) following the date of the submission or request for the Approval in question, then the matter may be referred to a Expert for determination pursuant to the dispute resolution procedures in this Agreement.
- 4.13 Where any Party refuses to give an Approval then reasons for that decision shall at the request of any other Party be provided in writing.
- 4.14 For the purposes of clause 4.12 (on page 12 above) where it would be reasonable in the circumstances for the period of time for an Approval to be extended, a Party may request a reasonable extension and such extension shall be granted where reasonable to do so in all the circumstances having regard in particular to the complexity of the

Approval required, any additional information reasonably requested, progress made, the duty of the Parties under Clause 7 - Owner Covenants and clause 8 - Council Covenants and the extent of any other Approvals being sought from the same Party at the same time under this Agreement.

4.15 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the imposition of any covenants or restrictions over the Site will constitute an interest for the purposes of this clause.

4.16 The affordable housing provisions in this Agreement shall not be binding on a mortgagee or chargee or a receiver appointed by a mortgagee or chargee or any successors in title to such mortgagee, chargee or receiver

5. COMMENCEMENT DATE

5.1 The obligations contained in

- (a) Clause 7 (Owner Covenants),
- (b) Clause 8 (Council Covenants),

and the Schedules referred to in those clauses do not come into effect until the Commencement of Development. (subject to Clause 5.3 (on page 14 below))

5.2 The Commencement Date will be the date of the Commencement of Development, but for the avoidance of doubt, the Commencement Date will not be deemed to have occurred by the carrying out of any of the following operations:

- (a) Site investigations or surveys including investigations for the purpose of assessing ground conditions;
- (b) Demolition of any existing buildings or structures;
- (c) Site decontamination and remedial work in respect of any contamination or other adverse ground conditions and works connected with infilling preliminary landscaping and ground modelling;
- (d) The clearance or regrading of the Site;
- (e) The erection of site fencing/hoarding; or
- (f) The establishment of contractors' compound(s)
- (g) Temporary access constructions works including construction of access and service road;

- (h) Archaeological investigation or archaeological works; and
- (i) The erection of any fences and hoardings around the Site and
- (j) The diversion and laying of services or decommissioning and other works of site establishment preparatory to the commencement of construction including temporary and/or permanent extinguishment and closure of public rights affecting the Site and operations permitted by the Town and Country Planning (General Permitted Development) Order 1995

5.3 Notwithstanding clause 5.1 (on page 13 above), the obligations contained in clause 7 (Owner Covenants) insofar as it relates to

- (a) Paragraph 1.1 of Schedule 1 - Provision of Affordable Housing ; and
- (b) Paragraph 1.1 of Schedule 3 - Sustainable Urban Drainage System;

shall come into effect on the grant of Planning Permission.

6. COMMUNITY INFRASTRUCTURE LEVY

6.1 If after the date of this Agreement a CIL is amended so as to require the Owner to pay a charge, tax or tariff to the Council in respect of matters addressed by this Agreement then the Parties will as soon as reasonably practicable enter into a further deed varying this Agreement in order to ensure that the Owner shall not be in a position where they are in a financially worse position because of CIL in respect of the obligations contained in the Schedules than they would be if they performed the obligations in this Agreement and CIL had not been amended.

7. OWNER COVENANTS

7.1 The Owner covenants with the Council to comply with the obligations set out in

7.2

- (a) Schedule 1. - Provision of Affordable Housing
- (b) Schedule 2. - Off Site Public Open Space Provision
- (c) Schedule 3. - Sustainable Urban Drainage System
- (d) Schedule 4. - Council Management Fee
- (e) Schedule 5. - Transfer Provisions
- (f) Schedule 6. - Trigger Point Notice Requirements

to this Agreement in relation to the Development.

7.3 The Owner further covenants to pay the Council's reasonable legal fees incurred in the negotiation, preparation, completion and registration of this Agreement in accordance with Clause 9 (Costs of this Agreement)

8. COUNCIL COVENANTS

- 8.1 The Council covenants with the Owner as set out in the Schedule 5 - Council Covenants to this Agreement.
- 8.2 The Council agrees with the Owner that it will issue the Planning Permission within 10 Working Days of this Agreement.
- 8.3 The Council agrees with the Owner to act reasonably properly and diligently in exercising its discretion and discharging its functions under this Agreement.

9. COSTS OF THIS AGREEMENT

- 9.1 Upon completion of this Agreement, the Owner is to pay to the Council its reasonable and proper legal costs in connection with the preparation, negotiation, completion and registration of this Agreement.
- 9.2 For the avoidance of doubt, payment is to be received by the Council by direct bank credit to the bank account details supplied by the Council to enable completion of this agreement.

10. PAYMENT OF CONTRIBUTIONS

- 10.1 The Owner Convents with the Council to pay all contributions detailed within this Agreement to the Council to their nominated bank account.

11. TERMINATION OF THIS AGREEMENT & FULFILMENT OF OBLIGATIONS

- 11.1 This Agreement will come to an end if (in so far as it has not already been complied with):
 - (a) The Planning Permission is quashed or revoked or otherwise withdrawn; or
 - (b) Without the consent of the Owner it is modified by any statutory procedure; or
 - (c) The Planning Permission expires without having been implemented.
- 11.2 Where the Agreement comes to an end under clause 11.1, the Council shall vacate or cancel the entry made in the Local Land Charges Register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Site.
- 11.3 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
- 11.4 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this

Agreement have been discharged and complied with, the Council will place such a note against the entry insofar as they have been complied with and discharged.

12. NOTICES

- 12.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 12.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 12.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:
- (a) If delivered by hand, at the time of delivery;
 - (b) If sent by post, on the second Working Day after posting; or
 - (c) If sent by recorded delivery, at the time delivery was signed for.
- 12.4 If a notice, demand or other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.
- 12.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

13. DETERMINATION OF DISPUTES

- 13.1 Subject to clause 13.5 below, if any dispute arises relating to or arising out of the terms of this Agreement, any Party may give to the other written notice requiring the dispute to be determined under this clause 13 (Determination of Disputes). The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 13.2 Any dispute over the identity of the Expert shall be referred at the request of any Party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Expert or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Expert shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.

- 13.3 The Expert shall act as an independent expert and:
- (a) Each Party may make written representations within one (1) calendar month of his appointment and will copy the written representations to the other parties;
 - (b) Each Party shall have a further six (6) weeks to make written comments to the other's representations and will copy the written comments to the other Parties;
 - (c) The Expert shall be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - (d) The Expert shall not take oral representations from the Parties without giving the Parties the opportunity to be present and to give evidence and to cross examine each other;
 - (e) the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
 - (f) The Expert shall use all reasonable endeavours to publish his decision within six (6) weeks of his appointment.
- 13.4 The costs of the Expert in determining any dispute pursuant to this Clause 13 (Determination of Disputes) shall be paid in equal shares by the parties to the said dispute who shall be responsible for their own legal and professional costs in relation to that dispute.
- 13.5 This Clause 13 (Determination of Disputes) shall not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement, which will be subject to the jurisdiction of the courts.
- 13.6 The findings of the Expert shall save in the case of manifest material error be final and binding on the Owner the County Council and the Council save that the Parties retain the right to refer to the court on a matter of law.

14. WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner and vice versa.

15. CONTRIBUTIONS, INDEXATION & INTEREST DUE ON LATE PAYMENT

- 15.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and

provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

- 15.2 All payments or financial contributions to be paid pursuant to this Agreement shall be indexed from the date of this Agreement until the date such sums are paid.
- 15.3 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment.
- 15.4 On receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement, the Council covenants and undertakes, to apply such payments or financial contributions only for the purposes specified in this Agreement provided that the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the Council may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Agreement.

16. VAT

All contributions given in accordance with the terms of this Agreement unless otherwise specified shall be exclusive of value added tax properly payable.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

18. OWNERSHIP

Until the obligations set out in

- (a) Schedule 1. - Provision of Affordable Housing
- (b) Schedule 2. - Off Site Public Open Space Provision
- (c) Schedule 3. - Sustainable Urban Drainage System
- (d) Schedule 4. - Council Management Fee
- (e) Schedule 5. - Council Covenants
- (f) Schedule 6. - Transfer Provisions
- (g) Schedule 7. - Trigger Point Notice Requirements

have been complied with the Owner will give to the Council within ten (10) Working Days of any conveyance, transfer, lease for a term longer than 7 years, assignment, mortgage

or other disposition entered into in respect of all or any part of the Site other than one falling within clause 4.6 above the following details

- i. The name and address of the person to whom the disposition was made; and
- ii. The nature and extent of the interest disposed of.

19. Governing Law


This Agreement 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) shall be governed by and construed in accordance with the law of England.

20. DELIVERY

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

21. EXECUTION


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

Executed as a Deed by affixing The Common Seal of BASSETLAW DISTRICT COUNCIL In the presence of		
[Redacted]		
Council Solicitor <i>S Baron</i> <i>Principal Solicitor</i>		
Seal Number	<i>17022</i>	



Executed as a deed by	
PHILIP RALPH LANE	[Redacted]
In the presence of	
Witness's Signature	[Redacted]
Witness's Name	<i>JOHN DEAN WATKINSON</i>
Witness's Address	[Redacted]

Witness's Occupation	Accountant.
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Executed as a deed by

KENNETH NICHOLAS LANE	
-----------------------	--

In the presence of

Witnesses Signature	
Witnesses Name	KENNETH JAMES DAVIES
Witnesses Address	
Witnesses Occupation	COMPANY DIRECTOR

Schedule 1 Provision of Affordable Housing

1. The Owner covenants with the Council as follows:

1.1. Within 14 days of an application for Reserved Matters having been submitted to the Council to submit a draft Affordable Housing Scheme to the Council.

1.2. Not to Commence Development until the Affordable Housing Scheme has been approved by the Council in writing

1.3. To construct the Affordable Housing Dwellings in accordance with the approved Affordable Housing Scheme

1.4. Not to Occupy (or cause or permit Occupation) more than

25%

twenty-five percent

of the Open Market Dwellings until the Owner has:

1.4.1. Provided Offer Documentation in relation to the Affordable Housing Dwellings to an Affordable Housing Provider and invited the Affordable Housing Provider to make a written offer to purchase the Affordable Housing Dwellings at the Offer Price within the Offer Period; and

1.4.2. Used all reasonable endeavours to enter into a contract during the Offer Period with an Affordable Housing Provider for the Disposal of the Affordable Housing Dwellings.

1.5. In the event that the Affordable Housing Provider fails to enter into a contract with the Owner in respect of the transfer of the Affordable Housing Dwellings (or any unit thereof) on the terms of this Agreement within the Offer Period (or longer period at the discretion of the Council if the negotiations with the Affordable Housing Provider continues beyond the Offer Period) the Owner shall not allow cause or permit Occupation of more than

50%

Fifty percent

of the Open Market Dwellings until the Owner has:

1.5.1. provided Offer Documentation in relation to the Affordable Housing Dwellings to an alternative Affordable Housing Provider and invited the alternative Affordable Housing Provider to make a written offer to purchase the Affordable Housing Dwellings at the Offer Price within the Offer Period; and

1.5.2. Used all reasonable endeavours to enter into a contract during the Offer Period with the alternative Affordable Housing Provider for the Disposal of the Affordable Housing Dwellings at the Offer Price.

- 1.6. In the event that the alternative Affordable Housing Provider for whatever reason fails to enter into a contract with the Owner in respect of the transfer of the Affordable Housing Units (or any unit thereof) on the terms of this Agreement within the Offer Period (or longer period at the discretion of the Council if the negotiations with the alternative Affordable Housing Provider continue beyond the Offer Period) then the Owner shall serve a notice on the Council within five (5) Working Days offering the Affordable Housing Units to the Council for purchase or lease and to thereafter be managed by the Council or by an appropriate body identified by the Council. The Council will have a period one (1) calendar month to confirm in writing whether they wish to purchase or lease the Affordable Housing Units (or any unit thereof) at the Offer Price.
- 1.7. If the Council confirm in writing to the Owner pursuant to paragraph 1.6 above that they wish to purchase or lease the Affordable Housing Units (or any unit thereof) then the Owner and Council shall use all reasonable endeavours to complete the Disposal of the Affordable Housing Units to the Council at the Offer Price (or such other price as may be agreed by the Owner and the Council) within three (3) months of the Council's written confirmation being given pursuant to paragraph 1.6 of this Schedule 1 (Provision of Affordable Housing) above.
- 1.8. If the Council confirm pursuant to paragraph 1.6 above that they
 - 1.8.1. do not wish to purchase or lease the Affordable Housing Units (or any unit thereof) or
 - 1.8.2. fail to respond to the Owner's notice served pursuant to that paragraph or
 - 1.8.3. fail to complete the purchase or lease of the Affordable Housing Units in accordance with paragraph 1.7 abovethen the Affordable Housing Contribution will become payable.
- 1.9. The Affordable Housing Contribution will be calculated using the Council's Affordable Housing Supplementary Planning Document, which is in force at the time that the notice pursuant to paragraph 1.5 of this Schedule 1 (Provision of Affordable Housing) above is served on the Council. (please refer to the SPD on the following link <http://www.bassetlaw.gov.uk/media/90186/AffordableHousingSPD.pdf>)
- 1.10. The Council shall confirm in writing within Four (4) weeks of notice from the Owner the requesting the amount of the Affordable Housing Contribution which is payable.
- 1.11. On receipt of confirmation in writing from the Council of the amount of the Affordable Housing Contribution required the Owner shall pay to the Council within one (1) calendar month the Affordable Housing Contribution required.
- 1.12. Once the Owner has paid the Affordable Housing Contribution to the Council, and the Council has confirmed receipt, the Owner shall be free to dispose of any Affordable Housing Dwellings in respect of which the Affordable Housing Contribution has been paid on the open market.

- 1.13. Subject to the provisions of paragraphs 1.5 to 1.12 of this Schedule 1 (Provision of Affordable Housing) not to Occupy (or cause or permit Occupation of) more than 75% (seventy five per cent) of the Dwellings (excluding the Affordable Housing Dwellings) until the Affordable Housing Dwellings have been transferred to the Affordable Housing Provider or the Council as appropriate or the Affordable Housing Contribution has been made to the Council.
- 1.14. Subject to the provisions of paragraph 1.15 of this Schedule 1 (Provision of Affordable Housing), each of the Affordable Housing Dwellings shall not be Occupied other than as Affordable Housing of the type and tenure initially provided.
- 1.15. The provisions of this Schedule 1 (Provision of Affordable Housing) shall not be binding against:
- 1.15.1. any person purchasing an individual Affordable Housing Dwellings on the open market (pursuant to paragraph 1.12 of this Schedule 1 (Provision of Affordable Housing)) and any successor in title to such person;
- 1.15.2. any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of all or any of the Affordable Housing Dwellings ("the relevant Affordable Housing Dwellings") or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 1.15.2.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant Affordable Housing Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and reasonable costs and reasonable expenses; and
- 1.15.2.2. if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Dwellings free from the provisions of Schedule 1 (Provision of Affordable Housing) in this Agreement which provisions shall determine absolutely
- 1.15.3. Any tenant leaseholder of any of the Affordable Housing Dwellings acquiring 100% of the equity of any such Affordable Housing Dwelling whether this is acquired pursuant to the rights granted by the lease of such Dwellings or under a voluntary

scheme or pursuant to the provisions of the Housing Act 1985 or the Housing Act 1996 (or any legislation amending or replacing the same) or under any future legislation conferring such a right which is binding on any Affordable Housing Provider, and any mortgagee or chargee or Receiver of such tenant or any leaseholder and any successor in title to such tenant or leaseholder or such mortgagee or chargee thereof, or

1.15.4. A Disposal being required by

- 1.15.4.1. Any statutory provisions now or hereafter in force; and
- 1.15.4.2. Homes England (or its successors); or
- 1.15.4.3. A court order

Schedule 2 Off Site Public Open Space Provision

The Owner covenants with the Council as follows:

1. The following provisions will apply to Off-Site Public Open Space Contribution.
 - 1.1. The Owner covenants not to cause or allow Occupation of more than 50% (fifty per cent) of the Dwellings to be constructed on Site until the Off-Site Public Open Space Contribution is paid in full to the Council but subject to paragraph 1.2 and 1.3 below:
 - 1.2. The amount of the Off-Site Public Open Space Contribution has been calculated in accordance with the Bassetlaw Open Spaces Document of 2012. It is agreed that the contribution within the above paragraph will be based upon the number of Dwellings to be constructed on Site.
 - 1.3. It is agreed that if the actual number of Dwellings constructed is different from the number in used in paragraph 1.2 above then the amount of the Off-Site Public Open Space Contribution be recalculated based upon the different figure.

Schedule 3 Sustainable Urban Drainage System

1. The Owner covenants with the Council as follows:
 - 1.1. Prior to submission of any Reserved Matters Application to submit to the Council a scheme detailing the SuDs arrangements for the Site (including the SuDs Specification) for written approval by the Council
 - 1.2. That it shall not submit to the Council any Reserved Matters Application until it has received the Council's written approval to the SuDs scheme and SuDs Specification referred to in Paragraph 1.1 hereof as clarified in the Definition section above
 - 1.3. Once the written approval in Paragraph 1.1 above has been received, not to allow or permit Occupation of any Dwelling until it has constructed, laid out and completed the SuDs in accordance with the scheme approved pursuant to Paragraph 1.1 of this Schedule 3 – (Sustainable Urban Drainage System) and to manage and maintain the scheme.
 - 1.4. Upon establishment of the SuDs as required by the scheme approved pursuant to Paragraph 1.1 of this Schedule 3 – (Sustainable Urban Drainage System) to transfer the SuDs to a Management Company or similar organisation approved by the Council and to secure the maintenance of the SuDs in perpetuity within a timescale agreed with the Council.
 - 1.5. The Owner (which for the avoidance of doubt shall bind the Residents and each and every successor in title to the Land and every part) covenants to keep engaged or employed a Management Company (or similar organisation approved by the Council under Paragraph 1.1 above) to carry out all maintenance works required by the SuDs and all other repair and maintenance works which may be required to keep the SuDs in good and substantial repair and condition and every Resident shall on demand pay to the Management Company (or other body responsible for maintaining the SuDs) a fair proportion of the cost of the appointment of the said Management Company (or other body) and the costs incurred in keeping the SuDs in good repair and condition in accordance with the SuDs and this Paragraph 1.1 where such payment may form part of any service charge that the Management Company may from time to time impose upon such Residents
 - 1.6. To allow the Council at all reasonable times upon reasonable notice to enter upon such part of the Site as is reasonably necessary for the purpose of monitoring and inspecting the SuDs and in the event of any necessary repair and maintenance works to the SuDs not having been carried out to the satisfaction of the Council then within a reasonable period from the receipt by it of written notice from the Council detailing such default along with reasonable requirements in order to remedy the same the Owner shall carry out or procure that such works are carried out to the reasonable satisfaction of the Council

Schedule 4 Council Management Fee

1. The Owner covenants with the Council as follows:
 - 1.1. The Owner shall pay to the Council the Council Management Fee in the sum of 5% of the total contributions payable under the agreement up to a maximum of £5,000.
2. The Owner shall pay the fees set out in this Schedule 4 – (Council Management Fee) within one (1) calendar month from the Commencement of Development unless otherwise agreed with the Council.

Schedule 5 Council Covenants

1. The Council hereby covenant with the Owner to use each of the contributions received by the Council for the purpose specified for which it is paid
2. The Council shall promptly provide to the Owner on written request such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner.
3. With regard to Councils Management Fee, the Council covenants with the Owner as follows
 - 3.1. Within one (1) Calendar month following approval of the Reserved Matters to notify the Owner of the Council's Management Fee amount which shall be 5% of the total contributions payable by the Owner to the Council under this Agreement up to a maximum amount of £5,000.
 - 3.2. To repay to the payer within one (1) calendar month following expiry of twelve (12) years from the date of payment to the Council the amount, if any, of the Off-Site Public Open Space Contribution that has not been expended or otherwise committed by the Council for the purpose specified within this Agreement.

Schedule 6 Transfer Provisions

1. Where the Owner is required to transfer land pursuant to Schedule 1 - Provision of Affordable Housing of this Agreement then the transferor and the transferee shall each be responsible for discharging their own legal costs unless otherwise stated.
2. Transfer of freehold land shall be free from financial charges and otherwise free from encumbrances other than
 - 2.1. those existing at the date of this Agreement
 - 2.2. those contained in this Agreement
 - 2.3. those required to ensure proper estate management of the Site and
 - 2.4. those imposed by statutory undertakers or utility companies in respect of servicing arrangements for the Site.
3. The Parties hereby agree:
 - 3.1. any land transferred to any party under the provisions of this Agreement shall be subject to a covenant by the transferee with the transferor for the benefit of land retained by the transferor preventing the use of the land for any purpose other than that for which it was transferred;
 - 3.2. the transfer of land pursuant to the obligations in Schedule 1 - Provision of Affordable Housing shall contain covenants by the transferee with the Transferor for the benefit of the land retained by the Transferor covenanting that no development shall be carried out on the land transferred other than development ancillary to and in connection with the use of the land as Affordable Housing.
 - 3.3. Any transfer of land pursuant to Schedule 3- Sustainable Urban Drainage System to this Agreement shall reserve for the benefit of the retained land such rights as may be reasonably necessary for the beneficial enjoyment of the retained land or any Dwellings on the retained land and/or to satisfy the requirements of statutory undertakers and utility providers.
 - 3.4. Any transfer of land pursuant to Schedule 3- Sustainable Urban Drainage System to this Agreement shall contain such other covenants by the transferee for the benefit of the transferor and the retained land as shall be reasonably required for the benefit of the Owner, and/or the retained land and/or any Dwellings and to satisfy the requirements of statutory undertakers and utility providers.

Schedule 7 Trigger Point Notice Requirements

1. The Owners covenant with the Council and County Council as follows

1.1. In accordance with Clause 7 – (Owner Covenants) of this Agreement to provide notices to the Council and County Council as follows

Upon Commencement of Development	
Upon Occupation of the First (1 st) Dwelling	
Upon Occupation of 25% of the Open Market Dwellings to be constructed on Site.	
Upon Occupation of 50% of the Open Market Dwellings to be constructed on Site.	
Upon Occupation of 75% of the Open Market Dwellings to be constructed on Site.	
Upon build completion of the Affordable Housing Dwelling(s)	
Upon the transfer of the Affordable Housing Dwelling(s) to the Registered Provider	

1.2. For the avoidance of doubt all notices given subject to paragraph 1.1 above do not substitute the requirement for payment under the relevant paragraphs (as payment is required to be made prior to and not upon Occupation)

1.3. All notices should be given to the Council as follows

Planning Support Manager	Bassetlaw District Council, Queen's Building, Potter Street, WORKSOP, S80 2AH
a copy of notice can be sent to the following Email	Planning@bassetlaw.gov.uk

1.3.1. For the avoidance of doubt receipt by email does not constitute a valid notice, but as an indication of the notice to be served. The notice will only be valid once received in accordance with Clause 12- Notices.

Annex A. Draft Planning Permission

PLANNING WORKSHEET 4 - DRAFT DECISION - GRANT

Planning Application No: 19/01002/OUT **Decision Level:** Delegated After Referring To PCG

Expiry Date: 22 October 2019

Valid Date: 23 July 2019

Proposal: Outline Application With Some Matters Reserved (Approval Being Sought for Access) for Residential Development

Location: Land At Corner Farm Main Street Hayton Nottinghamshire

Recommendation: Pending Legal Agreement: (Outline Planning Application)

CONDITIONS

1. Application for approval of reserved matters must be made not later than the expiration of three years beginning with the date of this permission and the development must be begun not later than whichever is the later of the following dates:

a) the expiration of three years from the date of this permission: or

b) the expiration of two years from the final approval of the reserved matters or, in the case of approval of the reserved matters on different dates, the final approval of the last such matter to be approved.

Reason: To comply with section 92 of the Town and Country Planning Act 1990 as amended by section 51 of the Planning & Compulsory Purchase Act 2004.

2. The scale and appearance of the building(s), the layout and the landscaping of the site shall be only as may be approved in writing by the Local Planning Authority before any development commences.

Reason: This permission is granted in respect of an outline application which did not contain details of the matters hereby reserved for approval.

3. No development shall commence until details of the proposed arrangements and plan for future management and maintenance of the proposed streets including associated drainage contained within that phase of development have been submitted to and approved by the District Council. The streets and drainage shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under section 38 of the Highways Act 1980 or a private management and Maintenance Company has been established.

Reason: To ensure that the road infrastructure is maintained to an appropriate standard

4. No dwelling shall be occupied until the roads affording access to those dwellings have been completed up to binder course level.

Reasons: To ensure that the roads serving the development are available for use by the occupants and other users of the development in the interest of highway safety

5. The reserved matters for the development hereby permitted shall include a detailed plan and particulars of the following:
- o A detailed layout plan of the development accompanied by long and cross sectional gradients and a swept path analysis of a 11.5m refuse vehicle;
 - o Wheel washing facilities and street cleansing (including full details of its specification and siting) that maybe varied from time to time with the approval of the District Council and as made necessary by the works or ground conditions in any phase;
 - o Bin storage facilities;
 - o Driveway surface treatments and associated drainage;
 - o Pedestrian routes.

Reason: In the interest of highway safety

6. The existing hedge along the southern boundary of the application site shall be retained. No part of the hedge shall be removed unless that removal is authorised as part of this grant of planning permission or is the subject of written agreement by the Local Planning Authority.

Reason: To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.

7. Development shall not commence until a scheme for the treatment of all boundaries of the site has been submitted to and agreed in writing by the Local Planning Authority. The agreed scheme shall be fully implemented before the occupation of the dwelling hereby permitted.

Reason: To ensure the satisfactory, overall appearance of the completed development.

8. Development shall not commence until such time as full details of the manner in which foul sewage and surface water are to be disposed of from the site have been submitted to and agreed in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details before the development is first brought into use.

Reason: To ensure that the site is drained in a satisfactory manner.

9. All site clearance work shall be undertaken outside the bird-breeding season (March - September inclusive). If clearance works are to be carried out during this time, a suitably qualified ecologist shall be on site to survey for nesting birds in such manner and to such specification as may have been previously agreed in writing by the Local Planning Authority.

Reason: To ensure that birds nests are protected from disturbance and destruction.

10. The development shall be carried out in accordance with the Bat mitigation measures contained in Appendix 1 of the submitted B J Collins Follow-up Bat Survey 2019

Reason: To ensure that adequate protection and mitigation for any identified bats.

11. No development shall commence until a scheme for the provision of bird and bat boxes units within the development has been submitted to and agreed in writing with the Local Planning Authority. The approved bird and bat boxes shall be completed and available before the dwellings hereby permitted are first occupied.

Reason: Reason: To ensure that the optimal benefits of biodiversity are achieved.

12. No construction works shall take place outside 8:00am - 6:00pm Monday to Friday, 9:00am - 1:00pm on Saturday and not at all on Sundays or Bank Holidays.

Reason: To safeguard the amenities of dwellings located in the vicinity of the application site.

NOTES

1 The Council have granted this permission / consent subject to conditions which are considered essential. Where conditions require the agreement of certain details this agreement should be the subject of an application for those conditions to be discharged. Where conditions require agreement of any matter prior to certain works being carried out, the 'Discharge of Condition' application should be submitted and the conditions discharged before those works are carried out on site. **FAILURE TO DO SO COULD INVALIDATE THE PLANNING PERMISSION.** The Council reserve the right to refuse permission for the retention of development not carried out in accordance with the conditions and to take enforcement action to secure compliance with the conditions.

Your right to appeal to the Secretary of State for the Environment against any condition is indicated on the reverse side of the decision notice.

2 The applicant is advised that all planning permissions granted on or after the 1st September 2013 may be subject to the Community Infrastructure Levy (CIL). Full details of CIL are available on the Council's website at <http://www.bassetlaw.gov.uk/everything-else/planning-building/community-infrastructure-levy.aspx>

The proposed development has been assessed and it is the Council's view that CIL IS PAYABLE on the development hereby approved. The actual amount of CIL payable will be calculated when a decision is made on the subsequent reserved matters application.

3 Section 38 Agreement (Highways Act 1980)

The Advanced Payments Code in the Highways Act 1980 applies and under section 219 of the Act payment will be required from the owner of the land fronting a private street on which a new building is to be erected. The developer should contact the Highway Authority with regard to compliance with the Code, or alternatively to the issue of a Section 38 Agreement and bond under the Highways Act 1980. A Section 38 Agreement can take some time to complete. Therefore, it is recommended that the developer contact the Highway Authority as early as possible.

Please contact Martin Green on to discuss the necessary highways legal agreements telephone number 015 9773963

Planning Officer's Initials: Date:
Principal Planner's Initials: Date:
PSM/Head of Service Initials: Date:

Annex B. Site Plan

