



WOODCOCKS
HAWORTH
& NUTTALL

DATED 5th DECEMBER 2024

(1) ROSENDALE BOROUGH COUNCIL

(2) LANCASHIRE COUNTY COUNCIL

(3) McDERMOTT DEVELOPMENTS LIMITED

AGREEMENT UNDER SECTION 106 TOWN & COUNTRY PLANNING ACT 1990

relating to

Land off Fieldfare Way, Bacup, Rossendale

Woodcocks Haworth & Nuttall

31 King Street, Clitheroe, Lancashire, BB7 2EU

Ref: NBP / 100463.074

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THIS DEED is made the day of 5th DECEMBER 2024

BETWEEN

(1) **ROSSENDALE BOROUGH COUNCIL** of The Business Centre Futures Park, Bacup, OL13 0BB ("the Council")

(2) **LANCASHIRE COUNTY COUNCIL** of PO Box 100, County Hall, Preston, Lancashire, PR1 0LD ("the County Council")

(3) **McDERMOTT DEVELOPMENTS LIMITED** a company incorporated and registered in England and Wales (registered number 02701792) whose registered office is at Jupiter House, 1 Mercury Rise, Altham Business Park, Altham, Lancashire BB5 5BY ("the Owner")

1. Recitals

1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located and as such is the local planning authority entitled to enforce the planning obligations hereinafter recited.

1.2 The County Council is the county planning authority and also a local planning authority and local highway authority for the area in which the Site is located and is the authority by whom the planning obligations in this Deed are enforceable.

1.3 The Owner applied to the Council pursuant to the Act for permission to develop the Site under Application reference 2022/0543.

1.4 The Council refused the Application on 24th May 2024 and the Owner intends to lodge the Appeal with the Planning Inspector in respect of the Council's refusal of the Application and the Owner, the Council and the County Council have agreed to enter into this Deed so as to create Planning Obligations pursuant to Section 106 of the Act enforceable against the Owner and any successors in title in respect of the Site and that the Owner is to be bound by and to observe and perform the covenants, agreements, conditions and stipulations hereinafter contained and that this Deed shall accompany the submission of the Appeal.

1.5 The Owner is the freehold owner of the Site which is registered at the Land Registry under title numbers LA952760 and LA692901 and LA478630 with title absolute, free from encumbrances.

2. Definitions and Interpretation

2.1

"the Act"	means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.
"Affordable Housing"	affordable housing meeting the definition in Annex 2 of the National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing) for Occupation by households in Housing Need and who meet the Approved Person criteria as per the Sixth Schedule

"the Affordable Housing Mix"	means the following mix of Affordable Housing Units: 4 x Shared Ownership Units 6 x Social Rented Units 3 x First Homes
"Affordable Housing Providers"	means Registered Providers, registered social landlords or a housing associations or similar organisations registered in accordance with section 80 of the Housing and Regeneration Act 2008 or if such bodies cease to exist or are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed.)
"Affordable Housing Units"	means the 13 Dwellings to be constructed on the Site and which are all to be used for Affordable Housing in accordance with the Affordable Housing Mix and the Fifth and Sixth Schedules and pursuant to the Planning Permission or as may otherwise by agreed in writing with the Council and the term "Affordable Housing Unit" shall be construed accordingly
"Affordable Housing Scheme"	The scheme for the provision of Affordable Housing referred to at paragraph 2 of Part 1 of the Fifth Schedule.
"Appeal"	the appeal made under section 78 of the Act in relation to the refusal of Planning Permission application number 2022/0543
"the Application"	means the application for full planning permission numbered 2022/0543 for the development of the Site for 71 Dwellings and all associated works
"Approved Person"	means a person who meets the criteria set out in the Sixth Schedule
Base Rate	the higher of 5% and the base rate from time to time of Barclays Bank Plc
"Index"	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or in the event that the relevant index shall no longer be published or the basis thereof be materially altered then the index shall be such replacement index as the Council and County Council shall reasonably specify)
"the Borough"	means the Borough of Rossendale
"Chargee"	shall mean 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 or any persons or bodies deriving title through such mortgagee of part or all of

	the Affordable Housing Units.
"Commencement Date"	means the date of the Commencement of the Development authorised by the Planning Permission.
"Commencement of the Development"	<p>means the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Deed and for no other purpose the following operations:</p> <ul style="list-style-type: none"> a) demolition works; b) site clearance; c) ground investigations; d) site survey works; e) temporary access construction works; f) archaeological investigation; and g) erection of any fences and hoardings around the Property. <p>in accordance with the Planning Permission and the expressions "Commencement" shall have a corresponding meaning.</p>
"Communal Area"	The on site landscaping, open space and communal areas.
"Contributions"	means the Public Open Space Contribution (but not the Highways Contribution or Travel Plan Contribution)
"Decision Letter"	means the letter containing the decision of the Planning Inspector in respect of the Appeal.
"Default Interest Rate"	4% per annum above the Base Rate.
"Development"	means the development proposed in the Application and described at the Second Schedule.
"Dwelling"	means a residential dwelling to be constructed on the Site as authorised in accordance with the Planning Permission and "Dwellings" shall be construed accordingly.
"Discounted Sale Price"	means the sale for a First Home which shall not be more than 70% (seventy percent) of the Open Market Value of a Dwelling of a similar size and design in the local area.
"First Homes"	means homes which qualify under the First Homes' Scheme.
"First Home Sale Unit Restriction"	<p>the restriction entered into the charges register at the Land Registry in relation to each First Home in the following terms (and subject to any amendment thereto required by the Land Registry and agreed between the parties hereto):-</p> <p>"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge (not being a charge registered before the entry of this restriction) is to be registered without a certificate signed by the Council or their conveyancer that the</p>

	provisions of clause [] ("the First Homes' Provision") of the Transfer dated [] referred to in the charges register have been complied with or that they do not apply to this disposition"
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Highways Contribution"	means the sum of £84,000 (Eighty four thousand pounds) Index Linked to be paid to the County Council by the Owner in accordance with the terms of this Deed towards the provision of improvement of sustainable transport links along Tong Lane or any similar provision.
"Housing Authority"	means Rossendale Borough Council
"Housing Need"	means living in unsuitable housing conditions and/or being unable to afford suitable housing within the Borough at open market prices.
"Interest"	means interest at the rate of 4 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.
"Index Linked"	<p>increased in accordance with the following formula:</p> $\text{amount payable} = \text{the payment specified in this Deed} \times (A/B)$ <p>where:</p> <p>A = is the figure for the Index that applied immediately preceding the date the payment is made; and</p> <p>B = is the figure for the Index that applied when the index was last published before the date of the date of this Deed.</p>
"Market Dwelling"	means any Dwelling which is not an Affordable Housing Unit.
"Monitoring Fee"	means the sum of £4684
"Occupation"	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly.
"Open Market Value"	means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the owner of the First Home and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation.
"Part Exchange Cost"	means the cost associated with the purchase and subsequent sale of a Dwelling acquired in connection with the disposal of a Market Dwelling together with the difference between the

	sale price and the purchase price of such Dwelling.
"Plan"	means the Plan annexed hereto in the First Schedule
"Planning Inspector"	the inspector appointed by the Secretary of State to determine the Appeal
"Planning Obligation"	means any of the planning obligations set out in this Deed.
"Planning Permission"	means the planning permission (as may be amended or varied from time to time) permitting the Development granted by the Planning Inspector pursuant to the Appeal or any reserved matters approval.
"Public Open Space Contribution"	means the sum of £160,602 (One hundred and sixty thousand six hundred and two pounds) for the funding of [public open space / playing pitch provision in the Borough]
"Protected Tenant"	Any tenant or owner (or its successors) who either: a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or any successor in title thereto and their respective mortgagees and chargees; or b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit or any successor in title thereto and their respective mortgagees and chargees;
"Recycling"	means recycling by the Affordable Housing Provider by procuring further Affordable Housing within the Borough of a type and in a location and tenure to be agreed between the Housing Authority and the Affordable Housing Provider (both to act reasonably)
"Recycling Percentage"	Means 100% of the Rented Net Sale Proceeds
"Registered Provider"	means any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing and has not been removed from the Register
"Rented Housing"	Affordable Rented Housing
"Rented Net Sale Proceeds"	means the net consideration received by an Affordable Housing Provider on the sale of an Affordable Rented Unit (as referred to in paragraph 11 of Part 2B of the Fifth Schedule) based on the value of the relevant Dwelling after the deduction of all reasonable costs and expenses of an Affordable Housing Provider for such sale being its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising.

"RPIX"	means the Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics each month and if such index ceases to exist such other similar index as the Council shall specify to the Owner in writing.
"Services"	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity.
"Shared Ownership Units"	means Dwellings purchased on a shared equity basis whereby not more than 75% and not less than 25% of the equity is initially sold to the purchaser by the Affordable Housing Provider with the flexibility to increase their degree of ownership to 100% if they so wished and Shared Ownership Unit shall be construed accordingly.
"Site"	means all of the land registered at HM Land Registry with absolute title under title numbers LA952760 and LA692901 and partly under title number LA478630 and against which this Deed may be enforced which is shown edged red on the Plan and as more particularly described in the First Schedule.
"Social Rented Units"	Affordable Housing let to eligible households by an Affordable Housing Provider for which guideline target rents are determined through the national rent regime
"Tenancy"	is an assured or assured shorthold tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principal home by way of a tenancy agreement.
Travel Plan	means the full travel plan to be submitted and approved by the County Council in accordance with the relevant planning condition attached to the Planning Permission;
"Travel Plan Contribution"	means the sum of £6,000 (six thousand pounds) Index Linked to be paid by the Owner to the County Council in accordance with the terms of this Agreement to enable the County Council to monitor and support the Development, implementation and review of the Travel Plan for a period of five years
"Vacant"	means a building that is vacant and that is not abandoned.
"Valuer"	means a member of fellow of the Royal Institute of Chartered Surveyors being a registered valuer appointed by the owner of a First Home and acting in an independent capacity.
"Working Day"	means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December - 1 January inclusive and excluding Saturdays, Sundays and bank holidays

2.2 The expressions "the Council", "the County Council" and "the Owner" shall where the context admits includes their successors in title and assigns (and in the case of the Council the successor

to its statutory functions) and those deriving title under each of them.

2.3 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council or County Council the successors to its respective statutory functions.

2.4 Words importing one gender shall be construed as including any gender and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner, unless the context otherwise requires.

2.5 Words importing the singular shall be construed as importing the plural and vice versa, unless the context otherwise requires.

2.6 Wherever 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.

2.7 The clause and the paragraph headings in the body of this Deed and in the Schedules do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2.8 Reference made to any clause paragraph appendixes or schedule or recital context is a reference to a clause paragraph appendix or schedule or recital which forms part of this Deed.

2.9 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.10 Any words following the term(s) including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.11 Where any covenants in this Deed are given by or for the benefit of more than one party they are given by or for the benefit of them jointly and severally

2.12 For the purpose of such parts of this deed as may be subject to the rule against perpetuities the perpetuity period applicable to this deed shall be eighty years from the date hereof.

2.13 Headings are for reference only and shall not affect construction.

2.14 An obligation on a party not to do an act or thing shall be deemed to include an obligation not to cause or permit or suffer such act or thing to be done by any other person.

2.15 An obligation on the County Council to calculate a contribution amount or serve a notice under the terms of this Agreement/Deed will not render that contribution unpayable in the event the contribution is not calculated or notice not served within the stated timeframe.

2.16 It is agreed that if any part of this deed is declared unlawful or invalid by a Court of competent jurisdiction or expert or arbitrator then (to the extent possible) the offending provision(s) will be severed from the deed and the remainder of this deed shall continue in full force and effect.

2.17 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owner and/or given by the Council County Council or its officers in accordance with this deed shall be in addition to any other approvals consents agreements or confirmations that may be required by the Act or by any other statute or regulations, and all such approvals consents agreements satisfactions confirmations or calculations (together with

all determinations as to whether for the purposes of this deed Dwellings have been occupied and/or completed).

3. Legal Effect

3.1 This Deed constitutes a planning obligation and is made pursuant to Section 106 of the Act and the obligations contained in this Deed are planning obligations entered into by the parties with the intention that they bind the interests held by that person in the Site and their respective successors and assigns

3.2 The covenants, restrictions and obligations contained in this deed are enforceable by the Council and County Council in accordance with section 106 of the Act against the Owner and all other parties to this deed and their successors in title in respect of their interest in each and every part of the Site.

3.3 Insofar as any of the covenants contained in this Deed 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 2 of the Local Government Act 2000 and Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council or the County Council against the Owner.

3.4 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant regulations thereunder are satisfied.

3.5 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, bylaws, statutory instruments, orders and regulations in the exercise of its functions as a local authority and/or local planning authority.

4. Commencement

4.1 This Deed is conditional upon and shall take effect upon the grant of the Planning Permission save for the provisions of clause 7.5 (No liability) and clause 7.10 (no fetter) and 7.13 (Land Charges registration) and 7.1 (third parties) and 8 (Disputes) and 9 (Legal Costs) and 7.3 (Notices) and 10 (Notices of Change in Ownership) and which shall come into effect immediately upon completion of this Deed and save in respect of any obligations in this Deed expressly requiring compliance prior to the grant of Planning Permission.

4.2 In the event that the Planning Inspector grants the Planning Permission pursuant to the Appeal, but expressly states in the Decision Letter that any one or more provisions of this Deed:-

4.2.1 is not compatible with or does not satisfy any of the tests for planning obligations set out in Regulation 122 of the CIL Regulations; and/or

4.2.2 decides to impose a condition upon the Planning Permission instead of one or more of the planning obligations in this Deed

and accordingly attaches no weight to that obligation in determining the Appeal then the relevant provision/obligation of this Deed shall thereafter have no legal effect and the Owner shall be under no obligation to comply with that provision/obligation but the remainder of the provisions/obligations in this Deed shall remain legally effective and binding on the Owner.

4.2.3 In the event that the Planning Inspector grants the Planning Permission pursuant to the Appeal confirmation as to whether the overage in Overage A or Overage B or any amendments to either

Overage A or Overage B or whether any overage applies at all is to be expressly stated in the Decision Letter on the basis that it is not compatible with, or does not satisfy, any of the tests for Planning Obligations set out in Regulation 122 of the CIL Regulations and accordingly attaches no weight to that obligation in determining the Appeal then the relevant provision/obligation of this Deed shall thereafter have no legal effect and the Owner shall be under no obligation to comply with that provision/obligation but the remainder of the provisions/obligations in this Deed shall remain legally effective and binding on the Owner.

5. The Covenants of the Owner

The Owner hereby covenants so as to bind its interest in the Site with the Council to perform the obligations on its part specified in the Fourth, Fifth, Sixth, Seventh, Eighth and Twelfth Schedules and with the County Council to perform the obligations on its part specified in the Ninth Schedule and any other obligation imposed upon him under the terms of this Deed.

6. The Covenants of the Council and the County Council

The Council hereby covenants with the Owner to perform the obligations on its part specified in the Fifth Schedule, the Eighth Schedule, the Tenth Schedule and the Twelfth Schedule. The County Council hereby covenants with the Owner to perform the obligations on its part specified in the Eleventh Schedule.

7. Agreements and Declarations

It is hereby agreed and declared as follows:

7.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council and/or the County Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.2 This Deed is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Deed and any such notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council or the County Council by an officer or duly authorised signatory thereof.

7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Deed the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons

for the refusal shall be provided and any such certificate, consent, permission, nomination or other approval shall be given on behalf of:

7.4.1 the Council by the Head of Planning;

7.4.2 the County Council by an officer or duly authorised signatory of the County Council.

7.5 No person shall be liable for breach of a covenant contained in this Deed after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest. A successor in title will be liable for all preceding breaches of this Deed that occurred prior to taking ownership of the Site.

7.6 This Deed shall not be enforceable against owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission, their lenders or against those deriving title therefrom save the Affordable Housing Units will be subject to the obligations set out in the Fifth and Sixth Schedules of this Deed PROVIDED always that the restrictions on Occupation shall be enforceable against such persons.

7.7 The obligations contained in this Deed shall not be enforceable against any Protected Tenant.

7.8 The obligations in the Fifth and Sixth Schedules of this Deed shall not be enforceable against a Chargee of the Affordable Housing Provider unless they become a chargee in possession in which case the Chargee's prior compliance with the provisions of the following sub-paragraphs 7.8.1-7.8.5:

7.8.1 the Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose.

7.8.2 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing in accordance with the terms of this Deed and to satisfy the terms of the mortgage or charge then the Chargee shall fully co-operate with the Council to facilitate such arrangements and the Chargee shall use its reasonable endeavours to secure such transfer.

7.8.3 If the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 7.8.1 then the Chargee shall be entitled to dispose of the relevant Affordable Housing Units (to which its notice at paragraph 7.8.1 related) or any part thereof free from the restrictions set out in Schedules 5 and 6.

7.8.4 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 7.8.2 the Chargee shall be entitled to dispose of the relevant Affordable Housing Units or any part thereof free from the restrictions set out in Schedule 5 and 6 which shall absolutely determine in respect of the relevant Affordable Housing Units only.

7.8.5 provided that at all times the rights and obligations in this Paragraph 7.8 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Unit(s) or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.

7.9 This Deed shall not be enforceable against:

7.9.1 any statutory undertaker or other person who acquires any part of the Site for electricity

sub-stations gas governor stations or pumping stations or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;

7.9.2 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site;

7.9.3 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant;

7.9.4 with the exception of the Fifth and Sixth Schedules an Affordable Housing Provider.

7.10 Nothing in this Deed restricts or is intended to restrict the exercise at any time by the Council or County Council of any of their statutory functions or discretions, rights, powers, duties or obligations in relation to any part of the Site or otherwise.

7.11 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owner, modified by any statutory procedure the provisions of this Deed shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 7.13 shall be cancelled as soon as reasonably practicable.

7.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site or any part of the Biodiversity Gain Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7.13 This Deed shall upon completion be registered by the Council as a Local Land Charge.

7.14 If any sum due under this Deed shall remain unpaid after the due date (without prejudice to any other right of the parties to this Deed) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party.

7.15 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.

7.16 Subject to the provisions of clause 7.5 - 7.9 hereof, this Deed is binding on successors in titles and assigns.

7.17 No waiver (whether express or implied) by the Council or the County 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 or the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.

7.18 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

7.19 Nothing in this Deed shall be construed as granting planning permission or any other approval consent or permission required from the Council or the County Council in exercise of any other statutory function.

8. Disputes

8.1 Unless and to the extent not specified otherwise in this Deed any dispute save for a dispute

in relation to the calculation of a contribution amount or as to matters of law shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.

8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.

8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.

8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.

8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.

8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.

8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.

8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.

8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.

8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.

8.12 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

9. Legal Costs

9.1 The Owner agrees to pay to the Council on the date hereof the sum of £3000 (three thousand pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Deed.

9.2 The Owner agrees to pay to the County Council on or before the date of this Deed their reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed the sum of £2,500 (two thousand five hundred pounds) as a contribution towards the reasonable legal costs incurred by the County Council in the negotiation preparation and execution of this Deed.

10. Ownership and Notice of Change in Ownership

10.1 The Owner HEREBY CONFIRMS AND WARRANTS that the Owner is the registered proprietor of the Site under Title Numbers LA952760 and LA692901 and LA478630 and that he has full power to enter into this Deed and that there is no other person having a charge over or any other interest in the Property whose consent is necessary to make this deed binding on the Property and all estates and interests therein.

10.2 The Owner agrees with the Council and the County Council that until all obligations under this Deed have been discharged to give the Council and the County Council notice of any change in ownership of any of their legal interests in the Site (other than a disposal to a purchaser of an Individual Dwelling) and the creation of any new legal interests by them on the Site within seven (7) Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan.

11. Indexation

11.1 The Public Open Space Contribution, Highways Contribution and the Travel Plan Contribution will be Index Linked from the date of this Deed to the date payment is made.

11.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or County Council shall reasonably specify.

12. Interest on late payment

If any sum or amount that has not been paid to the Council and County Council by the due date, the Owner shall pay the Council and County Council interest on that amount at the Default Interest Rate (both before and after any judgment). This interest will accrue on a daily basis for the period from the due date to and including the date of payment.

13. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable. For the avoidance of doubt no value added tax is payable on the Contributions and the Highway Contribution and Travel Plan Contribution.

14. Delivery

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

15. Release

15.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting before parting with that interest. A successor in title will be liable for all preceding breaches of this Deed that occurred prior to taking ownership of the Property. The Council and County Council is an authority by whom the planning obligations in this Deed are enforceable and does not exclude successors in title where preceding breaches of this Deed have occurred.

15.2 The provisions of this Deed shall not be enforceable against:

- 15.2.1 purchaser or lessee of an individual Dwelling erected on the Property pursuant to the Planning Permission PROVIDED always that the restrictions on Occupation shall be enforceable against such persons; or
- 15.2.2 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker; or
- 15.2.3 a mortgagee or chargee until they become a mortgagee or chargee in possession; or
- 15.2.4 anyone whose only interest in the Property or any part of it is in the nature of the benefit of an easement or covenant.

16. Future permissions

Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of this deed.

17. Agreements and declarations

The parties agree that:

- 17.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- 17.2 nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council or County Council in the exercise of any other statutory function.

18. Section 73 Application

This Deed shall apply to any planning permission subsequently granted ("Subsequent Permission") under section 73 of the Act which varies or permits non-compliance with any of the conditions attached to the Planning Permission and this deed shall then be construed as including the development authorised by the Subsequent Permission in addition to the Development authorised by the Planning Permission PROVIDED ALWAYS THAT:

18.1 if any form of development authorised by the Subsequent Permission would by itself or in combination with any other planning permission result in the need for planning obligations additional to those set out in this deed then such additional planning obligations shall be secured either by way of a new deed pursuant to section 106 of the Act or by way of a deed of variation of this Deed pursuant to Section 106A of the Act; OR

18.2 if the Council or County Council for whatever other reason considers it appropriate for a new deed pursuant to section 106 of the Act or by way of a deed of variation of this deed pursuant to Section 106A of the Act to be entered into THEN the Owner hereby agreed to entering into such new deed or deed of variation of this Deed.

19. Cancellation of entries

On the written request of the Owner at any time after all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs), cancel all entries made in the local land charges register in respect of this deed provided the Council has first obtained written confirmation from the County Council with respect to the County Council's obligations.

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

Signature of witness

Name ANDREW DABSYNSKI

Name JUPITER HOUSE
Address

Address : ALTHAM BUSINESS PARK B55 5BY

Occupation: LAND DIRECTOR

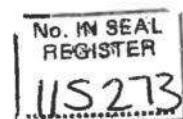
EXECUTED AND DELIVERED AS A DEED by
ROSSENDALE BOROUGH COUNCIL
affixing hereto its Common Seal
in the presence of:-



Authorised Signatory

CLARE BIRMASNE

Please print name (Block Capitals)



EXECUTED AND DELIVERED AS A DEED by
LANCASHIRE COUNTY COUNCIL
affixing hereto its Common Seal
in the presence of:-

[REDACTED]

Authorised Signatory

KELLY WESTWOOD
Please print name (Block Capitals)



DS97

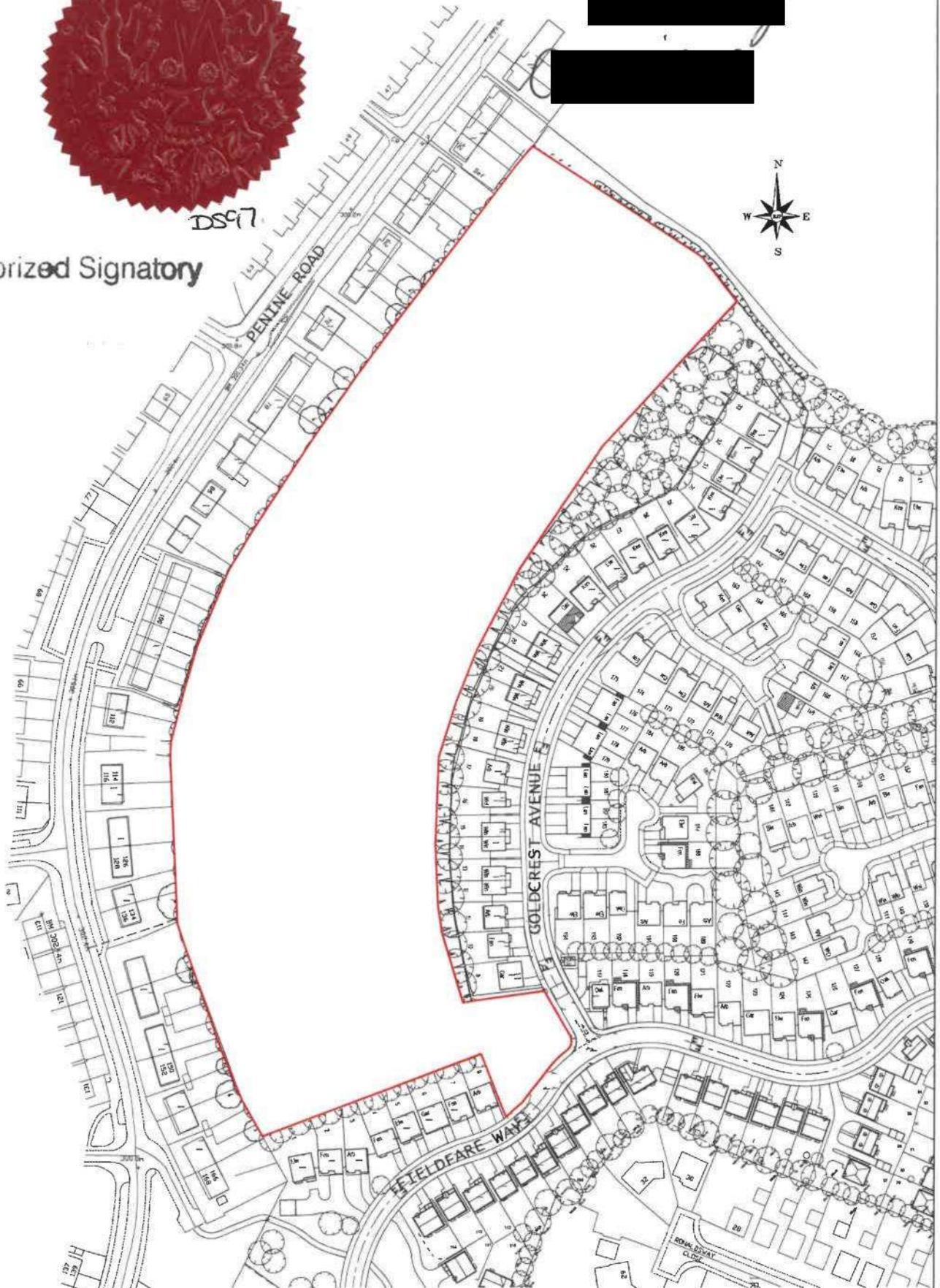
THE FIRST SCHEDULE - THE SITE

The registered freehold land off Fieldfare Way, Bacup, Rossendale held under title numbers LA952760 and LA692901 and part of title number LA478630 and for the purposes of identification only shown edged red on the attached Plan.

PROPERTY PLAN



Authorized Signatory



Rev Date Revision
Project

DOUGLAS ROAD,
BACUP

Title

NEW PHASE
LOCATION PLAN

Scale 1:1250

Date APR 2010

Dwg
No.

WA-LP-01

 McDermott
HOMES
Jupiter House, 1 Mercury Rise, Atherton, Lancs BB5 5QY
Tel: 01262 774586 Fax: 01262 774816
E: info@mcdermotthomes.co.uk
www.mcdermotthomes.co.uk

THE SECOND SCHEDULE - DESCRIPTION OF THE DEVELOPMENT

Full planning permission for the erection of 71 no. dwellings with associated works, including car parking, landscaping, open space and pumping station at Land off Fieldfare Way, Bacup, Rossendale.

Application No: 2022/0543.

THE THIRD SCHEDULE [NOT USED]

THE FOURTH SCHEDULE - OWNER'S COVENANTS

1. The Owner covenants with the Council as follows:

The Owner shall give notice in writing to the Head of Planning at the Council of occupation of the 25th Dwelling (not being an Affordable Housing Unit) and occupation of the 50th Dwelling (not being an Affordable Housing Unit).

2. Payment of the contributions

2.1 The Owner will pay 50% of the Public Open Space Contribution to the Council on or immediately prior to occupation of the 25th Dwelling (not being an Affordable Housing Unit).

2.2 The Owner will pay the remaining 50% of the Public Open Space Contribution to the Council on or immediately prior to occupation of the 50th Dwelling (not being an Affordable Housing Unit).

2.3 The Public Open Space Contribution shall be subject to indexation in accordance with this Deed.

THE FIFTH SCHEDULE - AFFORDABLE HOUSING

The Owner hereby covenants with the Council as follows:

Part 1

1. Prior to commencement of Development to notify the Council in writing of the proposed Commencement of Development.
2. Prior to Commencement of the Development the Owner shall submit to the Council for approval the Affordable Housing Scheme comprising the Affordable Housing Mix. The scheme must include a plan or plans showing the plot number, location, plot boundaries and layout and including a programme and timetable for the provision of Affordable Housing Units.
3. Following approval of the Affordable Housing Scheme referred to at paragraph 2, the Owner shall lay out and deliver the Affordable Housing in compliance with the approved Affordable Housing Scheme.
4. The Owner covenants with the Council not to Commence Development of any part of the Site unless a notice pursuant to paragraph 1 above has been served on the Council and the scheme referred to in paragraph 2 has been approved and not being unreasonably withheld.

Part 2

A. Construction of the Affordable Housing Units

1. To construct and provide the Affordable Housing Units in accordance with the Affordable Housing Scheme and the Affordable Housing Mix and as more particularly set out in this Deed.
2. The Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing. The Affordable Housing Units must only be Occupied by:
 - 2.1 Approved Persons (as the sole residence of such Approved Persons and their households); and
 - 2.2 By a person (and their household) being in Housing Need.

Part B Transfer of the Affordable Housing Units

1. The Owner shall use reasonable endeavours to enter into a contract to dispose of a freehold interest in all the Affordable Housing Units (excluding First Homes) to Affordable Housing Providers unless otherwise agreed in writing with the Council. The Owner shall use reasonable endeavours to agree with the Council the identity of the Affordable Housing Provider to which the Affordable Housing Units are to be transferred and the Council shall respond to any requests for such agreement within twenty one (21) Working Days.
2. The transfer of the Affordable Housing Units (excluding First Homes) to Affordable Housing Providers shall be at a price which allows the Affordable Housing Providers to use the Social Rented Units and in respect of the Shared Ownership Units shall be at a price which allows the Affordable Housing Providers to assign the Shared Ownership Units.
 - 2.1 The Affordable Housing Units (excluding First Homes) shall not be used for any purpose other than for Affordable Housing provided that this provision shall:-
 - 2.1.1 not bind any mortgagee of the Affordable Housing Providers or any receiver or manager

(including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Affordable Housing Providers provided that:-

- 2.1.2 a mortgagee receiver or manager shall in writing give the Council and the Affordable Housing Providers (as appropriate) three months prior notice of its intention to exercise any power of sale in respect of any of the Affordable Housing Units (excluding First Homes) in order to provide the Council or the Affordable Housing Providers the opportunity to complete a transfer of the Affordable Housing Unit(s) (excluding First Homes) in question to ensure that they continue to be used for the purpose of the Affordable Housing; and
- 2.1.3 if the Council or the Affordable Housing Providers are unable to dispose of the Affordable Housing Units (excluding First Homes) or secure a binding contract thereof within the said period of three months in accordance with paragraph 2.1.1 of this schedule then the mortgagee receiver or manager shall be entitled to dispose of the Affordable Housing Units (excluding First Homes) on the open market;
- 2.1.4 cease to apply to any part of the Affordable Housing where the Affordable Housing Providers shall be required to dispose of any part pursuant to right to buy under Part IV of the Housing Act 1985 or section 16 of the Housing Act 1996 or any similar or applicable substitute right or shall be required to sell to a tenant with the benefit of a voluntary purchase grant provided under sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation) or shall not apply to a tenant of a Shared Ownership Units who has stair-cased up to 100 per cent or to their mortgagee.
- 2.1.5 The Agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (Inter alia) the following or equivalent terms:

2.1.5.1 a restrictive covenant by the Affordable Housing Provider (for the benefit of the Owner and the Council) not to use the Affordable Housing Units other than for Occupation by Approved Persons for residential purposes for those in Housing Need and in accordance with this Deed.; and

2.1.5.2 that the transfer of the Affordable Housing Units to the Affordable Housing Provider be free from any ground rent or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owner to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to provide and beneficially use and enjoy the Affordable Housing Units: and

The Owner shall not require the relevant Affordable Housing Provider to meet any of the Owner's legal or other conveyancing costs.

The Owner shall provide confirmation to the Council that an agreement for the transfer of the Affordable Housing Units to an Affordable Housing Provider has been entered into within ten (10) Working Days of it being entered into.

3. Subject to compliance with paragraph 1 above, in the event the Owner has either:
 - 3.1 not been able to identify an Affordable Housing Provider which is ready willing and able to exchange unconditional contracts on commercially acceptable terms to the Owner for the purchase of the Affordable Housing Units (excluding First Homes); or

3.2 has identified an acceptable Affordable Housing Provider which was ready willing and able to exchange unconditional contracts for the purchase of the Affordable Housing Units (excluding First Homes) but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase the Affordable Housing Units (excluding First Homes) (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Providers)

3.3 in either case within six (6) months of the date of this Deed then the provisions of the following paragraph shall apply.

4. Where the preceding paragraph applies, the Owner may at any time following the 6-month period referred to notify the Council that they have not exchanged contracts with an Affordable Housing Provider for the disposal of the Affordable Housing Units (excluding First Homes) and the Council shall then use reasonable endeavours to identify suitable Affordable Housing Providers which are ready able and willing to exchange contracts for the purchase of the Affordable Housing Units (excluding First Homes) (or such as remain unsold) and the provisions of the following paragraph shall apply.

5. In the event that either:

5.1 the Council has not been able to identify Affordable Housing Providers which are ready willing and able to exchange unconditional contracts for the purchase of the Affordable Housing Units (excluding First Homes) from the Owner; or

5.2 the Council had identified Affordable Housing Providers which are ready and willing and able to exchange unconditional contracts for the purchase of the Affordable Housing Units (excluding First Homes) from the Owner but such Affordable Housing Providers withdraw from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase the Affordable Housing Units (excluding First Homes) (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Providers)

in either case within six (6) months of the date upon which the Owner notified the Council under paragraph 6 then the provisions of the following paragraph shall apply.

6. Subject to the Owner providing written evidence to the Council of Affordable Housing Providers' engagement and a reason why the transfer to the Affordable Housing Providers has not moved forward then the Owner shall be entitled to:-

6.1 dispose of Social Rented Units as Shared Ownership Units if the Affordable Housing Providers will not accept Social Rental Units; or

6.2 as First Homes.

7. The Social Rented Units shall:

7.1 be marketed and made available by the Affordable Housing Provider as Social Rented Units (excluding First Homes) (as appropriate and as determined by the Affordable Housing Scheme);

7.2 be let on an assured tenancy (or any similar successor form of tenancy) as Social Rented Units;

7.3 be let by the Affordable Housing Providers to Approved Persons;

7.4 remain as Affordable Housing Units (excluding First Homes) and let in accordance with this paragraph 7 in perpetuity.

8. The Owner covenants as follows in respect of First Homes:-

8.1 To comply with the provisions for the First Homes in this Deed.

8.2 Save as provided in this Fifth Schedule the First Homes shall not be used or Occupied other than as First Homes in perpetuity and in accordance with the terms of this Deed.

8.3 No First Home shall be Occupied following the first or any subsequent sale thereof unless the Council has been provided with evidence that:

- (a) the sale price for the First Homes shall be not more than the Discounted Sale Price; and
- (b) in the case of the first sale of a First Home the Discounted Sale Price must be at a price of no higher than £250,000 and
- (c) the First Home is sold to a person who meets the eligibility criteria contained in Part 3 of the Sixth Schedule this Schedule below
- (d) the transferee shall send to the Council (marked for the attention of the Head of Legal) prior to completion of the transfer of each First Home confirmation of the total price paid together with a certificate given by a Valuer that is not more than 3 months old as to the Open Market Value of the First Home; and
- (e) it is (or in the case of the first sale will following completion of the registration at the Land Registry of the transfer of such First Home be) subject to the First Home Restriction; and
- (f) a copy of the register entries following registration of the First Home has been supplied to the Council marked for the attention of the Head of Legal on each disposition of the First Home within 1 month of completion of registration of each disposition of the First Home; and
- (g) payment of the Council's reasonable costs, which shall not be less than £75 to register the information contained in this clause in their records.

8.4 The first and each and every subsequent sale of a First Home Sale Unit shall include provisions in the transfer in which the transferee covenants to comply with the provisions in paragraphs 8.2, 8.3, 8.4 and 8.11 of this Fifth Schedule and to procure that his or her successor shall covenant in the same terms;

8.5 The owner of a First Home (which shall include the Owners and any subsequent owner of First Home) may apply to the Council to dispose of it other than as a First Home on the grounds that either:

- 8.5.1 the Dwelling has been actively marketed as a First Home for six (6) months (and in the case of a first disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to dispose of the Dwelling as a First Home but it has not been possible to dispose of that Dwelling as a First Home in accordance with paragraph 8.3; or
- 8.5.2 requiring the owner of the First Home to undertake active marketing for the period specified in paragraph 8.5.1 before being able to dispose of the Dwelling other than as a First Home would be likely to cause the owner undue hardship

8.6 Upon receipt of an application served in accordance with paragraph 8.5 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discounted Sale Price

8.7 If the Council is satisfied that either of the grounds in paragraph 8.5 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 8.5 that the relevant Dwelling may be disposed of:

- 8.7.1 to the Council at the Discounted Sale Price; or
- 8.7.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to the First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 8.9 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

8.8 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 8.5 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 8.5 serve notice on the owner of the First Home setting out the further steps it requires the owner to take to secure the disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 8.5 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be disposed of other than as a First Home

8.9 Where a Dwelling is disposed of other than as a First Home in accordance with the provisions of this schedule the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

8.10 Any person who purchases a First Home Sale Unit free of the First Home Sale Restriction pursuant to the provisions in paragraphs 8.7 and 8.8 shall not be liable to pay the Additional First Homes Contribution to the Council.

8.11 Each First Home shall be used only as the main residence of the owner of the First Home and shall not be let, sub-let or otherwise disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 8.11.1 to 8.11.4 below.

The owner of the First Home ("the FH Owner"):

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

8.11.2 The FH Owner may let or sub-let their First Home for any period provided that the FH Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of the circumstances a) to f) below:

- a) the FH Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the FH Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
- c) the FH Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the FH Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the FH Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy and
- f) the FH Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

- 8.11.3 A letting or sub-letting permitted pursuant to paragraph 8.11.1 or 8.11.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 8.11.4 Nothing in this paragraph 8.11 prevents the FH Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the FH Owner's main residence.
- 8.11.5 Any Notices served by the FH Owner under this clause 8.11 should be addressed to the Head of Legal Services at the Borough Council.

8.12 The provisions of this Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the First Home Sale Unit or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

THE SIXTH SCHEDULE

PART 1 - ELIGIBILITY FOR THE SOCIAL RENTED UNITS

1. An Approved Person should meet the following Eligibility Criteria for the Social Rented Units:
 - 1.1 applicants must be deemed to be in Housing Need;
 - 1.2 applicants must have a local connection with the area in which they are seeking to live;
 - 1.3 applicants must be able to demonstrate a housing need for a property type.
2. For the avoidance of doubt local connection means (not in order of priority):
 - 2.1 applicants who have previously had their only or principal home in the Borough for 6 out of the last 12 months or 3 out of the last 5 years; or
 - 2.2 applicants who for a period of 12 months prior to proposed Occupation of an Affordable Housing Unit had their principal place of work within the Borough ; or
 - 2.3 applicants who have immediately prior to the proposed Occupation of an Affordable Housing Unit one or more of their parents children or siblings living within the Borough for a continuous period of five years.
3. For the avoidance of doubt applicants will be assessed on their current housing need.
4. For the avoidance of doubt the Social Rented Units must be the applicants sole or principal home.
5. Provided Always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the Eligibility Criteria where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type.
6. Upon allocation of the Social Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Council.

PART 2 - ELIGIBILITY FOR THE SHARED OWNERSHIP UNITS

1. An Approved Person should meet the following eligibility criteria for the Shared Ownership Units:
 - 1.1 applicants must have a local connection with the area in which they are seeking to live;
 - 1.2 applicants must be deemed to be in need of financial assistance to purchase a property on the open market;
 - 1.3 applicants must be able to demonstrate a housing need for a property type.
2. For the avoidance of doubt local connection means (not in order of priority):
 - 2.1 applicants who have previously had their only or principal home in the Borough for 6 out of the last 12 months or 3 out of the last 5 years; or
 - 2.2 applicants who for a period of 12 months prior to proposed Occupation of Shared

Ownership Units had their principal place of work within the Borough; or

- 2.3 applicants who have immediately prior to the proposed Occupation of Shared Ownership Units one or more of their parents children or siblings living within the Borough for a continuous period of five years.
3. Applicants will be assessed on their current housing need.
4. The Shared Ownership Units must be the applicants sole or principal home.
5. Applicants will only be authorised to proceed with the tenancy/lease (as applicable) after meeting the criteria above. Applicants will normally only be permitted to occupy Shared Ownership Units with an excess of one bedroom for their current housing need, however discretion may be showed where it is reasonable to expect a household's need increase.
6. Provided Always that notwithstanding the above the Council and Affordable Housing Providers may agree between themselves any amendment to the eligibility criteria set out in this Schedule where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type. The applicants must use the accommodation as their main and principal residence.
7. If after the Shared Ownership Units have been marketed for 6 months there is no interest from applicants who comply with paragraphs 1 and 2 applicants who are ordinarily resident within the Borough can be considered as well as applicants who can demonstrate a need for affordable housing.

PART 3 - ELIGIBILITY FOR FIRST HOMES

A First Home will only be sold to a purchaser who:

1. is a First Time Buyer and
2. has a (combined) annual household income not exceeding £80,000 in the tax year immediately preceding the year of purchase or such other income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home; and
3. has a mortgage or home purchase plan (if required to comply with Islamic law) to fund a minimum of 50% of the discounted purchase price

THE SEVENTH SCHEDULE - ADDITIONAL REQUIREMENTS

The Owner covenants with the Council that:

1. The Owner shall, prior to first Occupation, submit to the Council a plan for the management and maintenance of the Communal Area and shall liaise with the Council (both parties acting reasonably) to allow the Council to approve such plan.
2. The Development shall not be Occupied until the plan referred to at paragraph 1 has been approved by the Council.
3. The Owner shall reasonably and properly maintain the Communal Area in perpetuity in accordance with the plan approved by the Council pursuant to paragraph 1 and the Owners shall levy a fair and reasonable service charge from the owners and/or occupiers of each of the Dwellings in respect of such management and maintenance.
4. In the event that the Owner fails to comply with the objectives of the covenants set out in paragraphs 1 - 3 (in respect of the ongoing maintenance and management of the Communal Area) the Owner acknowledges that the Council may serve notice on the Owner detailing any works that it considers to be reasonably required to manage and maintain the Communal Area (the Default Notice) and giving to the Owner at least four weeks' notice (the Notice Period) to undertake and complete such works. The Owner shall comply with the requirements in the Default Notice prior to the expiry of the Notice Period.
5. In the event that the Owner fails to comply with the requirements in the Default Notice by the end of the Notice Period the Owner grants to the Council licence to access the Communal Area with workmen, plant and machinery to carry out the works required to remedy the default and in such circumstances the Owner covenants to pay to the Council on demand the Council's reasonable costs incurred in carrying out such works, paying interest at 4% above the base rate of the Bank of England from the date of issue of a demand for payment by the Council to the Owner.
6. It shall allow the Council to have access to the Property at all reasonable times to monitor compliance with the covenants in this Schedule and that it will provide the Council with such information as the Council shall request from time to time to verify or check such compliance.
7. The Owner shall pay to the Council the Monitoring Fee payable on or prior to Commencement of Development.

THE EIGHTH SCHEDULE – OVERAGE

OVERAGE A

THE EIGHTH SCHEDULE - OVERAGE

Definitions

The definitions in this Schedule shall have the following meanings and only apply to this Eighth Schedule:-

Build Cost Inflation Mechanism	<p>the build cost inflation amount that should be added to the Predicted Sale Value at the date 3 months prior to the unit is sold, which shall only be applied from the agreed viability position dated August 2023 and an index applied every 3 months based on the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation that applied immediately preceding the date of actual payment. The build cost rate that the indexation should be applied to is £148.56 (One Hundred and Forty Eight Pounds and Fifty Six Pence) per sq ft. The Build Cost Inflation Mechanism will be calculated as follows:</p> <p>Build Cost Inflation Mechanism = £148.56 per sq ft X (A/B-1)</p> <p>A= the figure for the All in Tender Price Index from the agreed viability position dated August 2023 and then updated every 3 months from that point.</p> <p>B= the figure for the All in Tender Price Index at the date of this agreement.</p>
Disposal	any of the following in respect of any Dwelling: <ol style="list-style-type: none">the completion of the sale or disposition of the freehold interest in any Dwelling;the grant of a lease for a term of 21 years or more whether or not a rent of more than nominal value is reserved;the grant of a lease at a market rent with or without a premium, orthe disposal of any Dwellings by means of a Forward Funding Agreement and the words "Dispose" and "Disposes" shall be construed accordingly.
Dwelling	all of the residential units to be constructed as part of the Development including both Market Housing Units and Affordable Housing Units.

Assumed Dwelling Sale Proceeds	<p>the price (that would be entered on the Proprietorship Register at HM Land Registry of the Unsold Dwelling) at which an Unsold Dwelling might reasonably be expected to be sold at arm's length in the open market as at the Settlement Date on the following assumptions:</p> <ul style="list-style-type: none"> a) that the Unsold Dwelling has been practically completed and is ready for immediate use and occupation; b) a willing seller and buyer; c) there has been a reasonable period in which to negotiate the sale of the Unsold Dwelling taking into account the state of the market; d) the buyer has the benefit of all rights and easements required for the use of the Unsold Dwelling; and e) the Unsold Dwelling is free from the terms of this deed.
Dwelling Sale Proceeds	the amount of sales proceeds arising out of the Disposal of the Dwelling evidenced by the price set out in each transfer and registered by the Land Registry as the sale price for each Dwelling.
External Consultant	an external consultant appointed by the Council to assess the Viability Contribution calculation.
Index Linked	<p>increased in accordance with the following formula:</p> <p>Amount payable = the Maximum Viability Contribution x (A/B) where:</p> <p>A= the figure for the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation that applied immediately preceding the date of actual payment.</p> <p>B= the figure for the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation that applied when the index was last published prior to the date of this deed.</p>
Maximum Viability Contribution	means the sum of £1,156,621 (One Million One Hundred and Fifty Six Thousand and Six Hundred and Twenty One Pounds) (calculated based on a 30% policy compliant affordable housing contribution less the onsite Affordable Housing).
Net Saleable Area	the gross internal area measured to the internal face of the perimeter walls subject to the specified inclusions and exclusions as defined by the RICS Code of Measuring Practice (2015) subject to the specified inclusions and exclusions specified therein.
Predicted Sales Values	The predicted sale values that are to be used to calculate the viability contribution are:

	<p>a) 3 bed house at £247.14 (Two Hundred and Forty Seven Pounds and Fourteen Pence) per sq ft</p> <p>b) 4 bed house at £237.31 (Two Hundred and Thirty Seven Pounds and Thirty One Pence) per sq ft</p>
Settlement Dates	the date the final Dwelling is disposed of at each Trigger point by way of a Disposal or, Seven years from the date of this deed.
Sold Dwelling	any dwelling permitted by the Planning Permission that has been the subject of a Disposal.
Sold Dwelling Payment	<p>Contribution per Sold Dwelling unit calculated by the mechanism in this agreement which is:</p> <p>$A = B - ((C + D) \times E)$</p> <p>A = Sold Dwelling Payment per unit</p> <p>B = the Dwelling Sale Proceeds from the Sold Dwelling</p> <p>C = the Predicted Sales Value</p> <p>D = the Build Cost Inflation Mechanism (if applicable)</p> <p>E = the NSA in square feet of the Sold Dwelling</p>
[Unsold Dwelling]	[any Dwelling permitted by the Planning Permission and which shall have been constructed in accordance with the Planning Permission as at the Settlement Date but which shall not have been subject to a Disposal.]
Unsold Dwelling Payment	<p>Contribution per Unsold Dwelling unit calculated by the mechanism in this agreement which is:</p> <p>$A = B - ((C + D) \times E)$</p> <p>where:</p> <p>A = the Unsold Dwellings Payment per unit</p> <p>B = the Assumed Dwelling Sale Proceeds from the Sold Dwelling</p> <p>C = the Predicted Sales Value</p> <p>D = the Build Cost Inflation Mechanism (if applicable)</p> <p>E = the NSA in square feet of the Sold Dwelling</p>
Viability Contribution	the sums (if any) calculated and payable in accordance with the relevant provisions at the Eighth Schedule of this deed capped at the Maximum Viability Contribution and to be expended by the Council to provide new Affordable Housing schemes, programmes for bringing vacant buildings back into use as Affordable Housing and improving or converting existing housing in Rossendale to make it suitable as Affordable Housing in Rossendale.

Eighth Schedule – Viability Contribution

- 1.1 The Owner shall pay the Viability Contribution in accordance with the following paragraphs.
- 1.2 The Owner shall maintain an account of Sale Proceeds and shall supply to the Council when reasonably requested by the Council and on Disposal of 60% and 100% of the Open Market Units and on the Settlement Date:
 - a) an account of the Sale Proceeds duly certified to be true and accurate;
 - b) NSA of each dwelling;
 - c) analysis of the Sale Proceeds on a square foot basis; and
 - d) a copy of the completion statement between the Owner and the purchaser of each Dwelling.
- 1.3 Within ten Working Days after the Settlement Date of each Trigger or if later the date on which the amount payable is agreed between the parties or determined by the arbitrator (the Payment Date) the Owner shall pay to the Council the Viability Contribution being the sum of the Sold Dwellings Payments per unit and any Unsold Dwelling Payments per unit.

1.4 The Sold Dwellings

Payment per unit shall be calculated in accordance with the following:

$$A = B - ((C + D) \times E)$$

where:

A = Sold Dwelling Payment per unit

B = the Dwelling Sale Proceeds from the Sold Dwelling

C = the Predicted Sales Value

D = the Build Cost Inflation Mechanism (if applicable)

E = the NSA in square feet of the Sold Dwelling

And a worked example provided for illustrative purposes only is provided at Annex [XXX].

- 1.6 If on the Settlement Date there are any Unsold Dwellings at the Property then the Owner shall pay to the Council a sum which is the aggregate of:
 - (a) a sum calculated in accordance with Schedule 8 paragraph 1.4 in respect of Sold Dwellings;
 - (b) a sum in respect of the Unsold Dwellings which is calculated in accordance with the following formula:

$$A = B - ((C + D) \times E)$$

where:

A = the Unsold Dwellings Payment per unit

B = the Assumed Dwelling Sale Proceeds from the Sold Dwelling

C = the Predicted Sales Value

D = the Build Cost Inflation Mechanism (if applicable)

E = the NSA in square feet of the Sold Dwelling

1.8 In the event that, in the Council's reasonable opinion, any Dwelling(s) are sold or leased by the Developer for the purposes of or with the effect of avoiding the payment of the Viability Contribution or a Dwelling is first Occupied without a sale, lease or other assurance having been completed, the Sales Revenue of the relevant Dwellings shall be determined based on the Unsold Dwelling Assumed Dwelling Sale Proceeds definition, as determined by the Council acting reasonably.

1.9 The Build Cost Inflation Mechanism shall only be applied to a Dwelling if its date of sale is after the date of the agreed viability position dated August 2023. The indexation of build costs will then be updated every 3 months thereafter, with the indexation amount applied based on 3 months prior to when the dwelling is sold.

1.10 In the event that the Sold or Unsold Dwelling Payment per unit is a negative figure the relevant amount is deemed to be zero for that unit.

1.11 The Viability Contribution per each trigger is the aggregate of the total Sold Dwelling Payment per unit from the trigger and the total Unsold Dwelling Payment per unit from the trigger. The Viability Contribution will only be applied to the Open Market Units.

1.12 The Owner and the Council shall use all reasonable endeavours to agree the amount of the Unsold Dwellings Payment within 10 Working Days after the Settlement Date.

1.13 The Viability Contribution calculated in accordance with the terms of this Schedule 8 shall at no time exceed the Maximum Affordable Housing Contribution of £1,156,621 (One Million One Hundred and Fifty Six Thousand and Six Hundred and Twenty One Pounds) (the "Maximum Viability Contribution") subject to indexation.

1.14 The Viability Contribution shall be paid by the Developer within 28 days of receipt of the notice served by the Council or (if later) from the date of which any dispute between the parties about the amount payable is resolved.

1.15 The Developer shall pay the Council a monitoring fee of £20 per hour in respect of its costs in reviewing, monitoring and calculating the sums due as and otherwise associated with the Viability Contribution.

1.16 The Council may appoint an independent External Consultant to assess the Viability Contribution calculation with the costs of the External Consultant to be paid by the Developer.

1.17 In the event that the Council and/or an External Consultant requires further information or supporting evidence then the Developer shall provide such information and/or evidence to the Council or the External Consultant (as applicable and with copies to the other Parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant has all the information it reasonable requires to assess whether in its view any Viability Contribution is payable.

1.18 When the Council or its External Consultant has completed its assessment of the Viability Contribution submitted by the Developer, the Council shall notify the Developer in writing of its decision as to whether any Viability Overage Contribution is required and, if so, the amount.

1.19 The Developer shall pay the External Consultant's costs (if appointed) pursuant to paragraph 1.12 above which are reasonably and properly incurred in assessing the Viability Contribution within 20 Working Days of receipt of a written request for such payment to be made.

DISPUTES

2.1 Unless and to the extent not specified otherwise in this deed a dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

2.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.

2.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.

2.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.

2.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.

2.6 The Expert shall be entitled to obtain opinions from others if he so wishes.

2.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.

2.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.

2.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.

2.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.

2.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience.

Annex XXX

Worked example based on start on site of November 2024 and date of deed at Q4 2024:

Plot No.	House Type	Sale Date	B: Dwelling Sale Proceed (Total £)	C: Predicted Sale Value (£/ sq ft)	D: Build Cost Inflation Mechanism (£/ sq ft)	E: NSA of Sold Dwelling (sq ft)	A: Sold Dwelling Payment Per Unit (If A is negative, it equates to 0)
Example 1	3 bed	12 months after start on site	£235,000	£247.14	£4.13	900	£8,860
Example 2	4 bed	19 months after start on site	£310,000	£237.31	£7.88	1,232	£7,928
Example 3	4 bed	31 months after start on site	£325,000	£237.31	£13.88	1,232	£15,533

The Build Cost Inflation Mechanism can be broken down as follows for example 2 and 3:

Plot No.	House Type	Sale Date	Build Cost Rate	A = Index 3 months prior to the unit is sold	B = Index at the date of this agreement	Build Cost Inflation Mechanism: £148.56 X (A/B-1)
Example 1	3 bed	12 months after start on site	£148.56	407	396	£4.13
Example 2	4 bed	19 months after start on site	£148.56	417	396	£7.88
Example 3	4 bed	34 months after start on site	£148.56	433	396	£13.88

OVERAGE B

1. Definitions

The definitions in this Schedule shall have the following meanings and only apply to this schedule 8:-

Affordable Housing Contribution	means a financial sum derived from the Review Formula which may be payable by the Owners of the Site to the Council as a contribution towards projects and initiatives which facilitate the provision of Affordable Housing in the Borough subject to such sum not exceeding the Affordable Housing Review Cap
Affordable Housing Review Cap	means such figure £253,160 as being the maximum additional policy compliant level of off-site contribution towards Affordable Housing as assessed by the Council against the Council's policies for Affordable Housing
Application Stage Total Build Costs	the figure of THIRTEEN MILLION THREE HUNDRED and THIRTY ONE THOUSAND AND EIGHT HUNDRED and FIFTEEN POUNDS (£13,331,815) (being the "Total Costs" figure quoted for in "Option 18% Affordable Housing Model of the Final Application Stage Viability Appraisal")
Application Stage Total GDV	the figure of SIXTEEN MILLION NINE HUNDRED AND FORTY TWO THOUSAND AND EIGHT HUNDRED AND SIXTY FOUR THOUSAND POUNDS (£16,942,864) being the "Gross Development Value" figure quoted in "Option 18% Affordable Housing Model of the Final Application Stage Viability Appraisal"
Base Rate	the base rate from time to time of the Bank of England
BCIS ATPI Indexation	means the BCIS ATPI Indexation published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same)
BNG	BNG means achieving the Bio-Diversity Gain objective (as defined in Schedule 7A paragraph 2 of the Town & Country Planning Act 1990)

Borough	the Borough of Rossendale
Default Interest Rate	3% per annum above the Base Rate
Development	the development of the site pursuant to the Planning Application comprising a residential development of up to 71 residential dwellings, landscaping and other associated infrastructure
Final Application Stage Viability Appraisal	means the Appraisal from McDermott Homes agreed with the Local Planning Authority at the application stage and presented in Annex 3
Gross Development Value ("GDV")	is the forecast sales amount that is anticipated from the Development at the time of the Review Process
Incentives	<p>means the sum which is no more than 5% of the Gross Development Value of the Market Dwellings. Examples of Incentives include, but are not limited to:-</p> <ul style="list-style-type: none"> a) providing extra specifications or facilities at no cost to the relevant purchaser that do not form part of the standard specification; b) discounts, cashback, deposit paid, payment of a purchaser's legal fees, surveyor's fees, estate agent's commission on the sale, estate agent's fees, payment of stamp duty land tax and Part Exchange Cost; and <p>any carpets, curtains, soft furnishings, white goods or other items that the owner provides to a purchaser on the disposal of the Market Dwellings</p>
Index	the Building Cost Information Service All In Tender Price Index (or such other successor index thereof or if there is no such successor index such other reasonable alternative index as notified to the Owners by the Council)
Indexation	<p>means increased (upwards only) in accordance with the following formula:</p> <p style="text-align: center;">Indexation = the cost specified in this Deed x (A-B)/B where:</p> <p style="text-align: center;">A= the figure for the Index last published prior to the date</p>

	<p>of the Viability Review;</p> <p>B = the figure for the Index that applied when the index was last published prior to the date of the approval of the Planning Application</p>
NDV	the aggregate market value of the Development net of Incentives (actual or estimated as the context requires)
Planning Application	the planning application for the Development registered by the Council for planning permission under reference number 2022/0453
Planning Permission	the planning permission to be granted for the Development pursuant to the Planning Application
Review Stage Actual NDV	the NDV Actual of all parts of the Development of site that have been disposed of (in this context meaning completion of a freehold transfer or the granting of a lease) at the time of the Review Process
Review Stage Estimated NDV	the NDV Estimated of all remaining parts of the Development of site (avoiding any double counting with any item included in the Review Actual NDV) that are yet to be sold at the time of the Review Process based on comparable evidence
Review Formula	the formula for determining whether the Affordable Housing Contribution is payable as set out in Part 2 of this Schedule 8 - Review Formula
Review Information	<p>a final review stage viability appraisal of the Development of the Site presenting:-</p> <p>a) the calculation of the Review Stage Total Build Costs, including all standard build costs and "other construction costs" indexed in line to the latest Index at the Viability Review Date required in connection with the Development of Site and Review Stage;</p> <p>b) Actual NDV at the date of preparation and</p>

	<p>Review Stage;</p> <p>c) Estimated NDV (with any supporting evidence and justification reasonably requested by the Council for the same) and any other information relating to the Viability Review of the Development (including any commercial arrangements relating to the disposal of the Site by the Owner reasonably requested by the Council) in order for the Council to be satisfied that it can undertake the Review Process</p>
Review Process	a review of the Development using the Review Information and the Review Formula and carried out in accordance with Schedule 8
Review Stage Total Build Costs	<p>(£) means all costs included in the Final Application Stage Viability Appraisal and incurred in carrying out, and/or expected to be incurred and/or otherwise incurred in carrying out, and/or expected to be incurred and/or otherwise associated with the Site Development, being the total of:</p> <ul style="list-style-type: none"> (i) All standard build costs of £9,740,483 as agreed in the Final Application Stage Review Viability Appraisal increased by BCIS ATPI indexation from the date of Planning Consent to the date of the viability review and (ii) All other construction costs of £1,531,614 as the agreed Abnormal costs (including costs associated with the diversion and/or provision of statutory utilities) in the Final Application Stage Review Viability Appraisal increased by BCIS ATPI indexation from the date of Planning Consent to the date of the viability review and (iii) Section 106 contributions of £317,838 agreed in the Final Application Stage Review Viability Appraisal plus any increase in those contributions since the Application Stage review and (iv) BNG costs of £301,875 as agreed in the Final Application Stage Review Viability Appraisal and (v) Sales, agents, marketing and legal costs of £448,938 as agreed in the Final Application Stage Review Viability

	<p>Appraisal and</p> <p>(vi) Professional fees of £656,627 as agreed in the Final Application Stage Review Viability Appraisal and</p> <p>(vii) Finance costs of £334,440 as agreed in the Final Application Stage Review Viability Appraisal</p>
Section 106 Contributions	together: (i) the Open Space Contribution; (ii) the Education Contribution; (iii) the Monitoring Fee and (iv) Highways Contribution (each a "Contribution") and "Contributions" shall be construed accordingly
Viability Review Date	means the date of Occupation of 90% of the Market Dwellings to be constructed pursuant to the Reserved Matters Approval (being 54 in number).

Part 1. Schedule 8 - Review Process

1 Review Process Purpose

1.1 The Owners of Site and the Council agree that the purpose of carrying out the Review Process is to calculate the value of any Affordable Housing Contribution payable by the Owners of Site by carrying out a review of development profitability of Site in accordance with the process set out in this **Schedule 8**

2 Principles

2.1 The Owners of Site and the Council agree that the Review Process shall be carried out in accordance with the following principles:

- 2.1.1 the Review Process shall be carried out in good faith in accordance with the provisions of this Deed;
- 2.1.2 the Review Process shall be undertaken within the timescales set out in the Owner's Obligations and Council's Obligations.

Owners Obligations

2.2 The Owners of Site shall notify the Council in writing of the anticipated date of submission of the Review Information (not less than 10 Working Days in advance of that date (but not more than 30 Working Days in advance) and such notice shall be accompanied by evidence of the likely dates on which the review shall begin and end (i.e. the date on which a total of 90% of the market Dwellings (being 54 in number) respectively are anticipated to be Occupied.

2.3 The Owners of Site shall submit to the Council within 5 working days of the Viability Review Date having occurred:

- 2.3.1 the Review Information; and
- 2.3.2 a Written Statement applying the Review Information to the Review Formula (subject to the Affordable Housing Review Cap) thereby confirming whether in

the view of the Owners any Affordable Housing Contribution is payable and, if so, how much.

Council's Obligations

- 2.4 Within 15 Working Days following receipt by the Council of the information provided by the Owner in accordance with clause 2 the Council shall notify the Owner in writing whether the Council disagrees with any of the amounts stated in the Written Statement. The Council shall at the same time provide detailed written reasons and evidence if the Council disagrees with any of the amounts stated in the Written Statement.
- 2.5 For the purposes of the Council's assessment at paragraph 2.4 above the Council may appoint a Qualified Person to assist the Council in its various assessments in connection with the Review Process and to advise the Council on the acceptability of the Review Information submitted (the reasonable costs of which appointment are to be met by the Owners of the Development but without those costs being included as a cost for the purposes of the Review Formula).
- 2.6 In the event that the Council and/or the Qualified Person requires further Review Information and/or supporting evidence of the same then the Owners of Site B shall provide any reasonably required information to the Council and/or the Qualified Person (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the Qualified Person (as applicable) has all the information it reasonably requires to assess whether in its view any Affordable Housing Contribution is demonstrated to be payable in accordance with the Review Formula.
- 2.7 When the Council has completed its assessment, it shall notify the Owners in writing of its decision as to whether an Affordable Housing Contribution is required and, if so, such notice shall also include:
 - 2.7.1 the amount of the Affordable Housing Contribution required to be paid (subject always to "Note One" of Part 2 of Schedule 8); and
 - 2.7.2 the date on which it is required to be paid (which shall be within 15 Working Days of the notice issued to the Owners of the Development under this paragraph 2.7)

3 Disputes

If the Owner and the Council fail to agree on whether an Overage Payment (to be defined) is due or the amount of the Overage Payment due within 20 Working Days of service of the Notice served by the Council pursuant to clause 2.7 or within 6 months of the Viability Review Date, (to be defined) either party may refer the matter for determination to an independent surveyor.

- 3.1 The parties shall agree on the appointment of the Independent Surveyor and shall agree with the Independent Surveyor the terms of the appointment.
- 3.2 If the parties are unable to agree on an Independent Surveyor (to be defined) or the terms of the appointment within 15 Working Days from and including the date on which the matter was referred for determination under clause 5.1, either party shall then be entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Independent Surveyor and to agree with the Independent Surveyor the terms of the appointment.
- 3.3 The Independent Surveyor is required to prepare a written decision and give notice (including a written copy) of the decision on the amount of the relevant Overage Payment (as the case may be) to the parties within 20 Working Days from and including the date of the Independent Surveyor's appointment.

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

- (i) either party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the Independent Surveyor and to appoint a replacement Independent Surveyor; and
- (ii) this clause shall apply to the new Independent Surveyor as if they were the first Independent Surveyor appointed.

3.5 The parties are entitled to make submissions to the Independent Surveyor including oral submissions and shall provide (or procure that others provide) the Independent Surveyor with such assistance and documents as the Independent Surveyor reasonably requires for the purpose of reaching a decision.

3.6 The Independent Surveyor shall act as an expert and not as an arbitrator. The Independent Surveyor's written decision shall be final and binding on the parties in the absence of manifest error or fraud.

3.7 The Buyer and the Seller agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 10 Working Days from and including a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.

4 General Provisions

4.1 No income or cost of the Development shall be double-counted.

4.2 The Owners shall provide such financial information, detail and evidence as the Council shall reasonably require in an open-book manner.

4.3 The Owners will pay to the Council the Council's reasonable costs incurred in undertaking the Review Process including the costs of obtaining professional advice (including appointment of a Qualified Person) on the dates reasonably specified by the Council to the Owners.

4.4 It is agreed between the parties that the Council will treat any information supplied to it pursuant to the Review Process as confidential and shall not disclose it to any other person (other than any agent or consultant or other person appointed by the Council to assist with the Review Process) unless a disclosure request has been made and the Council has determined that the information should be disclosed having first provided the Owners with 7 days' written notice of the disclosure request and the right to make any representations on why the requested information is commercially sensitive and should not be disclosed either with or without redaction.

Part 2, Schedule 8 - The Review Formula

Review Formula - calculation to establish any surplus profit available for the Affordable Housing Contribution

X = value of Affordable Housing Contribution (where X is greater than zero)

$X = Z \times 0.6$

$((A + B) - C) - (D - E) - P - \text{Sec 106} = Z$

Where:

A = Review Stage Actual NDV (£)

B = Review Stage Estimated NDV (£)

C = Application Stage Total GDV (**£16,942,864**)

D = Review Stage Total Build Costs (£)

E = Application Stage Total Build Costs (**£13,331,815**)

P = $(A + B - C) \times Y$ (Developer profit on change in GDV (£)) PROVIDED ALWAYS that where P is zero or a negative number it shall be inputted as zero

Y = Agreed Developer's Profit of **17.21%** on Final Application Stage Viability Appraisal

Sec 106 means any increase in S106 contributions since the Final Application Stage Viability Appraisal

NOTE ONE: For the avoidance of any doubt the Council confirms and covenants with the Owners of Site that:-

- (i) where X is greater than zero and X is greater than the Affordable Housing Review Cap the Owners of Site shall only ever be required to pay the Affordable Housing Review Cap and the difference between the Affordable Housing Review Cap and X shall be retained by the Owners of Site; and
- (ii) where X is greater than zero but is less than the Affordable Housing Review Cap the Owners of Site shall only ever be required to pay X; and
- (iii) where X is zero or less no Affordable Housing Contribution shall be payable

Part 3, Schedule 8 – Worked example of the review formula

Becup Review Calculation				
X = Affordable Housing Contribution				
X = Z * 0.6 where 60% is payable to the LPA as an increased share of any overage.				
<i>Review stage @90% completion of development plot sales</i>				
So				
$(A+B)-C$	1,557,136			
		A	17,000,000	A = Review Stage Actual GDV
		B	1,500,000	B= Review Stage Estimated GDV
		C	16,942,864	C= Application Stage Total GDV (agreed)
$(D+E)-F$	234,027	D	12,419,433	D= Review Stage Total Build Costs (spent)
		E	1,146,409	E= Review Stage Total Build Costs (to be spent)
		F	13,331,815	F= Application Stage Total Build Costs (agreed)
$P=(A+B-C) * Y$	267,983	Y	17.21%	blended profit agreed
section 106	0	Section 106	0	
Therefore Z = $(A+B)-C - (D+E)-F - P - \text{section 106}$	1,055,126			
X =	633,076	Apportionment Share (50/40)	0.60%	
Potential Additional Affordable Housing Contribution	633,076			
Maximum Calculated Additional Contribution				
DP 18% AH Position	2,915,872			
DP 30% AH Position	2,652,712			
(Developer Profit difference between 18% affordable v 30% affordable scheme)				
Affordable Housing Review Cap	253,160			

THE NINTH SCHEDULE - OWNER'S COVENANTS TO THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:

1. To pay the Highways Contribution to the County Council on or prior to the first Occupation of the 25th Dwelling and not to Occupy, permit or allow the first Occupation of the 25th Dwelling on the Site unless and until the Highways Contribution has been paid to the County Council in full
2. To pay the Travel Plan Contribution prior to Commencement of Development and not to Commence permit or allow the Commencement of Development until and unless the Travel Plan Contribution has been paid to the County Council in full

THE TENTH SCHEDULE - THE COUNCIL'S COVENANTS

Contributions

1. To use all Contributions received from the Owner under the terms of this Deed for the purposes referred to in the relevant definition and for no other purpose.
2. The Council covenants with the Owner that it will refund any Contributions to the person who paid the relevant Contribution to the extent that such Contribution has not been expended in or committed for expenditure accordance with the provisions in this Deed (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose} within ten years of the date of receipt by the Council of such sum.
3. When requested in writing the Council shall provide written confirmation of the discharge of obligations to the Council contained in this Deed once the Council is satisfied (acting reasonably) that such obligations have been performed.

THE ELEVENTH SCHEDULE - THE COUNTY COUNCIL'S COVENANTS

The County Council's Covenants with the Owner

1. To use the Highways Contribution received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid and for no other purpose.
2. At the written request of the Owner, the County Council covenants with the Owner that it will refund the Highways Contribution to the person who paid the Highways Contribution to the County Council to the extent that the Highways Contribution has not been expended or committed for expenditure and that it will refund the Travel Plan Contribution to the extent that the Travel Plan Contribution has not been expended or committed for expenditure in accordance with the provisions of this Deed (and money shall be deemed to have been expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the County Council of the final payment, together with any interest accrued.
3. When requested in writing the County Council shall provide written confirmation of the discharge of obligations to the County Council contained in this Deed once the County Council is satisfied that such obligations have been performed.

THE TWELFTH SCHEDULE - OFF-SITE BIODIVERSITY NET GAIN

In this Schedule the following words shall have the following meanings:-

DEFINITIONS

Biodiversity Gain Site: the land off Douglas Road and Fieldfare Way.

Biodiversity Gain Site Plan: the plan attached to this deed at Annex 1.

Biodiversity Gain Site Register: the register of biodiversity gain sites established under section 100 of Part 6 of the Environment Act 2021.

Draft Habitat Management and Monitoring Plan: the habitat management and monitoring plan in respect of the Biodiversity Gain Site submitted by the Owner to the Council pursuant to paragraph 1.1 of Part 1 of this Schedule.

Habitat Creation and Enhancement Works: the works set out in the Habitat Management and Monitoring Plan.

Habitat Creation and Enhancement Works Completion Date: the date of completion of the Habitat Creation and Enhancement Works.

Habitat Management and Monitoring Plan: the habitat management and monitoring plan approved by the Council in accordance with this deed.

Habitat Monitoring Fee: the sum of £ 300 per annum for the first, second, third, fourth, fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries index linked.

Monitoring Report: a written report which provides an assessment of the performance and efficacy of the Habitat Management and Monitoring Plan in the 12 month period preceding the relevant Monitoring Report Date.

Monitoring Report Date: the first, second, third, fourth, fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries of the Habitat Creation and Enhancement Works Completion Date or such other dates agreed in writing with the Council.

Remedial Steps: any remedial steps required to ensure compliance with the Habitat Management and Monitoring Plan.

PART ONE - COVENANTS TO THE COUNCIL

1. Habitat Management and Monitoring Plan

1.1 Within 30 Working Days after the date of this deed, the Owner shall submit the Draft Habitat Management and Monitoring Plan to the Council for approval.

1.2 If the Council does not approve the Draft Habitat Management and Monitoring Plan submitted pursuant to paragraph 1.1 of this Schedule, the Owner shall submit a revised Draft Habitat Management and Monitoring Plan to the Council for approval. The procedure set out in paragraph 1 of Part Two of this Schedule shall apply to any revised Draft Habitat Management and Monitoring Plan as if it were the first Draft Habitat Management and Monitoring Plan. The Owner shall continue to submit revised Draft Habitat Management and Monitoring Plans to the

Council for approval until a Draft Habitat Management and Monitoring Plan is approved by the Council.

1.3 The Owner shall not make any changes to the Habitat Management and Monitoring Plan without the prior approval, in writing, of the Council (such approval not to be unreasonably withheld or delayed).

1.4 The Owner shall manage and maintain (or procure the management and maintenance of) the Biodiversity Gain Site in accordance with the Habitat Management and Monitoring Plan for a period of 30 years from the Habitat Creation and Enhancement Works Completion Date.

2. Habitat Creation and Enhancement Works

2.1 The Owner shall:

- (a) commence the Habitat Creation and Enhancement Works on the later of approval of the Draft Habitat Management and Monitoring Plan by the Council pursuant to paragraph 1.2 of this Schedule and 6 months after the Commencement Date; and
- (b) within 15 Working Days of the commencement date of the Habitat Creation and Enhancement Works, notify the Council in writing of that date.

2.2 The Owner shall:

- (a) complete the Habitat Creation and Enhancement Works no later than 36 months from the Commencement Date; and
- (b) within 20 Working Days of the Habitat Creation and Enhancement Works Completion Date, notify the Council in writing of that date.

3. Registration in the Biodiversity Gain Site Register

The Owner shall register the Biodiversity Gain Site in the Biodiversity Gain Site Register within 30 Working Days of the Habitat Creation and Enhancement Works Completion Date.

4. Ownership of the Biodiversity Gain Site

4.1 The Owner covenants that no person other than the Owner has any legal or equitable interest in the Biodiversity Gain Site.

4.2 The Owner shall give to the Council within 20 Working Days the details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Biodiversity Gain Site including:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

5. Access to the Biodiversity Gain Site

The Owner shall allow access to the Biodiversity Gain Site on reasonable notice and at reasonable times to persons authorised by the Council for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan and this deed.

6. Monitoring Reports

The Owner shall provide a Monitoring Report to the Council within 3 months of each Monitoring Report Date.

7. Remedial Steps

7.1 Within 20 Working Days from receipt by the Owner of a notice from the Council pursuant to paragraph 3 of Part 2, the Owner shall provide to the Council for approval (such approval not to be unreasonably withheld or delayed) a draft proposal in writing setting out the Remedial Steps and a timetable for the implementation of those Remedial Steps.

7.2 As soon as reasonably practicable following approval by the Council of a proposal referred to in paragraph 7.1 of this Schedule, the Owner shall implement the Remedial Steps in accordance with that approved proposal.

PART 2 - COVENANTS BY THE COUNCIL

1. Approval of the Draft Habitat Management and Monitoring Plan

Within 15 Working Days from the date on which the Council receives a Draft Habitat Management and Monitoring Plan, the Council shall notify the Owner in writing whether the Council approves that Draft Habitat Management and Monitoring Plan (such approval not to be unreasonably withheld or delayed). At the same time, the Council shall give reasons if it does not approve that Draft Habitat Management and Monitoring Plan.

2. Habitat Monitoring Fee

2.1 The Council shall pay the Habitat Monitoring Fee into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable following receipt by the Council in cleared funds of the Habitat Monitoring Fee.

2.2 The Council shall not use the Habitat Monitoring Fee for anything other than the evaluation, monitoring, measuring of, overseeing and compliance with the Habitat Management and Monitoring Plan on the Biodiversity Gain Site and this Deed.

2.3 In the event that the Habitat Monitoring Fee has not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the Habitat Monitoring Fee, the Council shall refund to the Owner any part of the Habitat Monitoring Fee which has not been spent or committed for expenditure, together with any accrued interest.

3. Notification of non-compliance with the Habitat Management and Monitoring Plan

3.1 Following receipt by the Council of a Monitoring Report, if the Council (acting reasonably) considers that the Owner is not complying with the Habitat Management and Monitoring Plan, the Council shall notify the Owner, giving reasons, within 10 Working Days from receipt by the Council of that Monitoring Report.

3.2 If, at any time, the Council (acting reasonably) considers that the Owner is in substantial breach of the Habitat Management and Monitoring Plan the Council shall give written notice to the Owner, giving reasons.

ANNEX 1 - BIODIVERSITY GAIN SITE PLAN



ANNEX 2 - DRAFT HABITAT MANAGEMENT AND MONITORING PLAN

Habitat Management and Monitoring Plan

Site Name:	Land off Fieldfare Way, Bacup, Lancashire OL13 9JP	
Date:	17/10/2024	
Version:	1.0	

Author: Brian Robinson
B.Sc. (Hons) MCIEEM

Client: McDermott
Homes



Template Document User Guide

Please delete this guidance page upon completion.

Template User Guide

You can use the Habitat Management and Monitoring Plan Template (HMMPT) for on-site or off-site biodiversity net gain projects. It is suitable for sites of varying sizes and complexity, from small and simple to large and complex. It provides a series of tables, figures and textboxes. Complete these to demonstrate how habitat creation, enhancement and management will be undertaken. Not every box will be relevant to every project. Omit those considered not relevant to your project, applying professional judgement.

Companion Document

The Companion Document contains templates for each broad habitat type used in the statutory biodiversity metric. It also assists authors in completing the 'Environmental Information', 'Creation, Enhancement and Management' and 'Monitoring' sections. To tailor the plan for your site, insert the relevant standardised forms from the Companion Document into your main HMMPT.

Site Baseline and Environmental Information

Considering the site's characteristics, choose the relevant baseline site conditions and background environmental information to include in your management plan. This is essential in informing the design of your project and shows the reviewer you have considered these in the proposals for the site. These include the proposed habitat creation and enhancement. Also, what is appropriate to include or exclude, or to point the reviewer to relevant information that has provided elsewhere as part of the application. Use the 'Baseline and Environmental Checklist PB-T01' to record relevant references, or reasons if not included.

HMMPT Checklist (separate document)

This checklist is a summary of the HMMPT Template headings. Author and reviewer can scan the list to check which HMMPT details to include, or that have been included, in the submitted plan. You can also list and link to relevant supporting documents to accompany the templated details if required. This helps avoid duplication of information. The reviewer can then easily check which information to expect to see in the HMMPT and which to review in an alternative linked document.

Formatting

The HMMPT format is intended as a guide. The Template uses standard Microsoft Word formatting that has not be locked for editing. You can therefore adjust it to tailor your HMMPT as required for the specific site and according to your preferences. For example, you can change text box sizes to reduce blank space in the template.

There are opportunities to provide and reference additional photographs and plans as separate appendices if required. Provide the reference number of the appropriate appendix, or location if included in a separate report, using the appropriate box within the template.

Text in grey is provided as a prompt. Replace grey text with your own words. Remember to change to black text then delete any remaining grey 'prompt' text.

You can delete blue text as this is for guidance purposes only.

Each text box in this HMMPT has a unique ID to assist reviewers. Do not change the reference code of any Boxes or Tables.

Supporting documents

- [HMMPT Companion Document](#)
- [Statutory Biodiversity Metric tools and guides](#)
- [Biodiversity Net Gain Guidance](#)

Using the Companion Document

The Companion Document includes additional boxes and tables that must be manually copied into this template using the copy-and-paste function. To streamline the copying and pasting process, you can minimise the heading by selecting the arrow on the left. Once the arrow is selected, when you copy, you will also copy any accompanying boxes or tables.

It is the author's responsibility to decide what additional information is appropriate to include.

Template published by Natural England.

We acknowledge the significant input from the HMMPT user-testers and production on Natural England's behalf by FPCR Environment and Design.

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The version control is used for updates to the content. Record the initial version and further version control details in this table each time the management plan is altered throughout the management and monitoring period.

Version	Issue Status	Prepared by / Date	Approved by / Date
1.0	Complete	Brian Robinson B.Sc. (Hons) MCIEEM	Rachel Brown B.Sc. (Hons)

Document Details

Provide ownership, copyright and licensing information within this table.

Authorship Details

Completed by ERAP (Consultant Ecologists) Ltd on behalf of McDermott Homes.

ERAP (Consultant Ecologists) Ltd company address:

Building N2, Chorley Business and Technology Centre, East Terrace, Euxton Lane, Euxton,
Chorley PR7 6TE

McDermott Homes company address:

Jupiter House, 1 Mercury Rise, Athlam Business Park, Athlam, Lancashire, BB5 5BY

1. Project Background

Summarise the key aspects of your management plan in this section. Table PB-B01 can be extended to suit the specific needs of individual projects.

Site Overview PB-B01	
Project type	Mixed on-site and off-site
Development Name and Address	Land off Fieldfare Way, Bacup, Lancashire OL13 9JP
BNG Project Name and Address	Same as above
Author Organisation	ERAP (Consultant Ecologists) Ltd
Landowner	McDermott Homes
Land Manager	McDermott Homes
Responsible person/organisation for creating or enhancing the habitat	McDermott Homes
Period covered by this management plan	TBC and dependent upon receipt of planning permission. Assumed to start in 2025, end in 2055, with a 5 years update in 2030.
Planning authority	Rossendale Borough Council
Planning reference (if applicable)	2022/0543
BNG register reference (if applicable)	N/A
Central OS grid reference	On-site: SD 8737 2260 Western off-site area: SD 87344 22365 Eastern off-site area: SD 87415 22320
Metric revision/title	Biodiversity Metric 3.1 from 22/03/2023
Are any Irreplaceable Habitats present onsite	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02

On-site Retained Habitats:

Area Habitats

Mixed Scrub at 'Moderate' condition (0.29 hectares).
Other Neutral Grassland at 'Moderate' condition (0.08 hectares).

Modified Grassland at 'Moderate' condition (0.06 hectares).

Hedgerow Habitats

Native Hedgerow at 'Good' condition (0.10 kilometres).

River Habitats

Ditch at 'Poor' condition (0.11 kilometres),

On-site Proposed Habitats

Area Habitats

Mixed Scrub at 'Moderate' condition (0.29 hectares).
Other Neutral Grassland at 'Moderate' condition (0.08 hectares)

Modified Grassland at 'Moderate' condition (0.06 hectares)

Mixed scrub at 'Moderate' condition (0.46 hectares)

Urban trees at 'Moderate' condition (45 trees, at medium size, i.e. 1.65 hectares)

Hedgerow Habitats

Hedgerow – introduced non-native at 'Poor' condition (0.06 kilometres)

Off-site Retained Habitats

Area Habitats

Introduced shrubs at 'Poor' condition (0.01 hectares).

Off-site Enhanced Habitats

Western Modified grassland enhanced from 'Poor' to 'Moderate' condition (0.13 hectares).

Eastern Modified grassland enhanced from 'Poor' to 'Moderate' condition (0.61 hectares)

Off-site Proposed Habitats

Other neutral grassland at 'Moderate' condition (0.12 hectares)

Urban trees at 'Moderate' condition (83 trees, at medium size, i.e. 3.04 hectares)

Timescales for Actions PB-B03

From Year 1, management of retained habitats, and off-site habitat creation.

On-site habitat creation will be dependent upon completion of specific areas of development; it is intended however that the habitat creation is undertaken as close to year 1 as is realistically feasible.

Monitoring Requirements PB-B04

Monitoring on an annual basis of each habitat as assessed against the target Condition Assessments presented for the first 5 years. The frequency of monitoring will be reviewed following the first 5 years.

Required Consents and Licences PB-B05

No specific consents or licensed are required other than those associated with planning permission for the site.

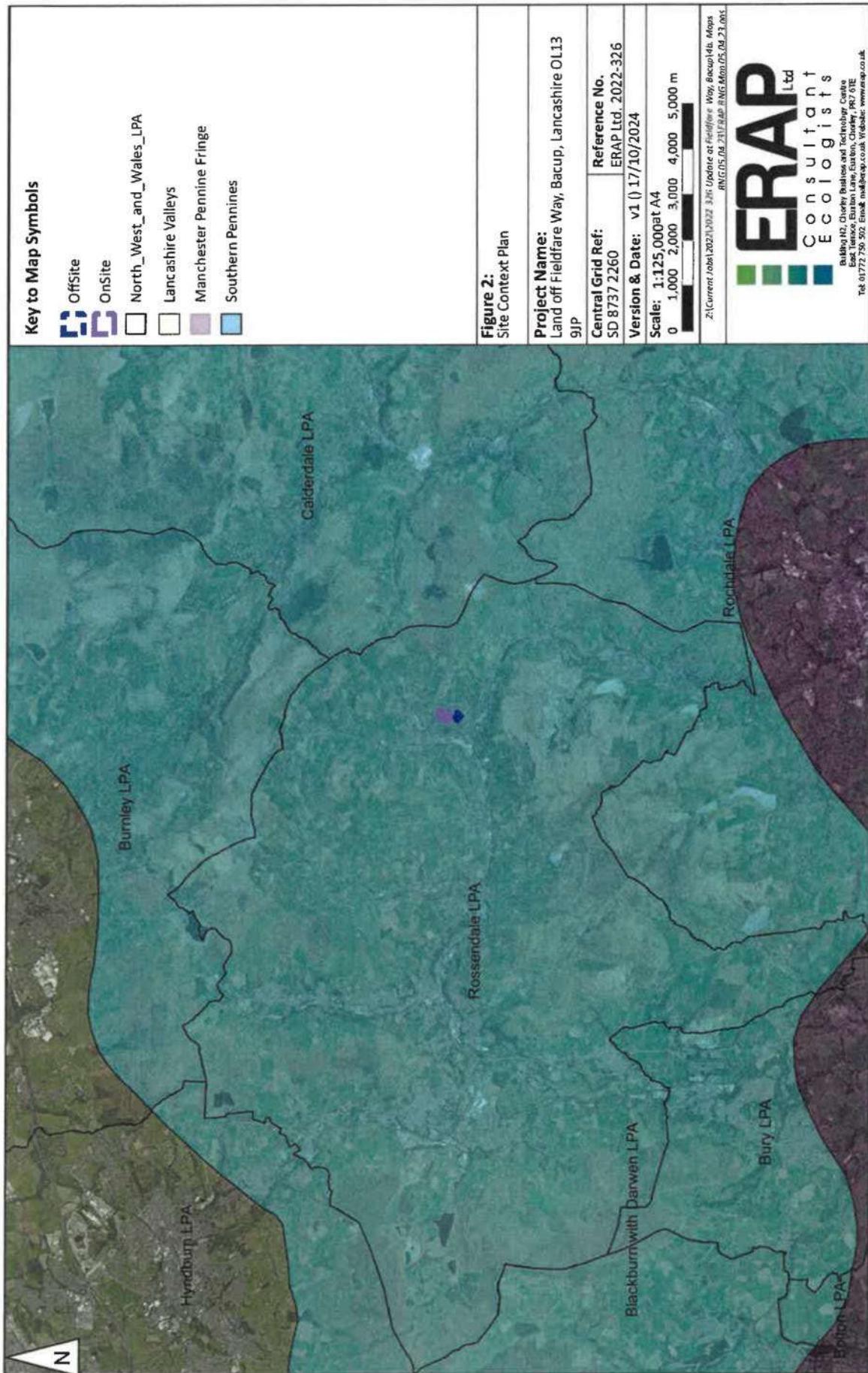
Funding PB-B06

Funding will be secured by McDermott Homes as part of the legal agreements associated with the planning permissions for the site.

Legal Agreement PB-B07

Legal agreements to secure the delivery of the HMMP will be agreed with McDermott Homes in association with the planning permissions for the site.





Phasing strategy

Will the proposed work measures be delivered in phases? PB-B08 Yes: No:

The proposals will be delivered in a single phase, and this management plan covers the whole on-site and off-site areas.

I upgraded from an Associate to a Full Member of the Chartered Institute of Ecology and Environmental Management (MCIEEM) in February 2013.

I am FISC Level 4 and regularly complete relevant CPD in terms of habitat identification, plant identification and BNG. Prior to 2008 I was employed by CCNW and directly engaged in habitat management.

Landowner or Land Manager PB-B10			
Name or Initials	Andrew Derbyshire		
Organisation	McDermott Homes		
Responsibility	Start Date:	17/10/2024	End Date:
Andrew Derbyshire is responsible for commissioning the completion of this HMMMP, and McDermott Homes is responsible for its implementation.			
Statement of Competency			
McDermott Homes are a responsible developer who have been involved with home construction since 1992. McDermott Homes will pass the management of the habitats to a dedicated Management Company; details will be completed on an updated version of this HMMMP.			
Management Organisation(s) Responsible for Implementing the HMMMP PB-B11			
Name or Initials	TBC		
Organisation	TBC		
Responsibility	Start Date:	TBC	End Date:
TBC			
Statement of Competency			
TBC			
LPA or Responsible Body for Reviewing HMMMP PB-B12			
Name or Initials	TBC		
Organisation	TBC		
Responsibility	Start Date:	TBC	End Date:
In 2001 I obtained a 2:1 degree (B.Sc. (Hons)) in Environmental Science from The University of Central Lancashire.			
I was employed as an ecologist by ERAP Ltd between 2008 and February 2017, and have been employed by ERAP (Consultant Ecologists) Ltd since March 2017. My role is currently senior ecologist.			

TBC.

Land Use Summary

Overview of Baseline Site Use PB-B13

On-site Habitats

The site was described in 2019 as supporting a shelter belt of young trees and shrubs at its eastern boundary, unmanaged and marshy grassland with areas of trampled footpath and localised areas of acid grassland, one ditch and two ephemeral ditches, and one young planted hedgerow. An area of amenity grassland is present at the site's south-eastern end.

The northern site boundary is defined by metal fencing, beyond which lies an amenity grassland playing field associated with a primary school. The western and eastern boundaries are defined by timber fencing, beyond which lies housing and gardens. The southern site boundary is defined by timber fencing beyond which lies housing at its western end, and is defined by Fieldfare Way at its south-eastern end.

The site is unmanaged and updated surveys completed in 2022 and 2024 found the habitats within the site has been encroached by Osier (*Salix viminalis*) and Rosebay Willowherb (*Chamerion angustifolium*) which are now spread across a wider area of the site than described in the 2019 report. The baseline has been taken from the habitats found in 2022.

Off-site Areas

Both areas comprise short mown amenity grassland, with a small (less than 0.01 hectares) area of introduced shrubs at the south-eastern end of the eastern area of off-site compensation. An asphalt footpath is also located at the eastern area of off-site compensation.

Overview of Proposed Site Use PB-B14

On-site Habitats

The on-site area will be changed in terms of its use to residential housing, with associated roads, gardens and public open space.

The on-site habitats to be retained and created are outlined below:

On-site Retained Habitats:

Area Habitats

Mixed Scrub at 'Moderate' condition (0.29 hectares).

Other Neutral Grassland at 'Moderate' condition (0.08 hectares).

Modified Grassland at 'Moderate' condition (0.06 hectares).

Hedgerow Habitats

Native Hedgerow at 'Good' condition (0.10 kilometres).

River Habitats

Ditch at 'Poor' condition (0.11 kilometres),

On-site Proposed Habitats

Area Habitats

Other Neutral Grassland at 'Moderate' condition (0.08 hectares)

Modified Grassland at 'Moderate' condition (0.06 hectares)

Mixed scrub at 'Moderate' condition (0.46 hectares)

Urban trees at 'Moderate' condition (45 trees, at medium size, i.e. 1.65 hectares)

Hedgerow Habitats

Hedgerow – introduced non-native at 'Poor' condition (0.06 kilometres)

Off-site Habitats

The off-site habitats will remain publicly accessible open space.

Off-site Retained Habitats

Area Habitats

Introduced shrubs at 'Poor' condition (0.01 hectares).

Off-site Enhanced Habitats

Western Modified grassland enhanced from 'Poor' to 'Moderate' condition (0.13 hectares).

Eastern Modified grassland enhanced from 'Poor' to 'Moderate' condition (0.61 hectares)

Off-site Proposed Habitats

Other neutral grassland at 'Moderate' condition (0.12 hectares)

Urban trees at 'Moderate' condition (83 trees, at medium size, i.e. 3.04 hectares)

Site Context Photos PB-F03

Please include two overview photographs of the site in its current form here. Include additional photographs in an appendix if needed. Tick if additional photographs are provided in the Appendices

Reference:

Photographs of the site are presented at Section 8.2 of 2022-326 Land off Fieldfare Way, Bacup, Lancashire OL13 9JP. Updated Ecological Survey and Assessment (ERAP (Consultant Ecologists) Ltd, 2022). Photographs of the off-site habitats are presented at Section 7.1 of 2022-326 Land off Fieldfare way, Bacup, Lancashire OL13 9JP: Preliminary Assessment of Biodiversity Net Gain (ERAP (Consultant Ecologists) Ltd, 2023)

Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01

Consider the Baseline and Environmental Information listed below. These are likely to be appropriate factors informing your proposals and project design. They can provide the reviewer with important contextual information for the management prescriptions provided later in this document. Use your professional judgement to determine which factors are relevant to your specific project.

Please use the check box to indicate which are included in your plan. For any not included, provide brief reasons why the factor is not relevant to your project using your professional judgement. Where this information is provided elsewhere, you can reference existing reports and, or, plans that have informed your decisions. For the templates for each heading see pages 3-20 of the Companion Document.

Baseline and Environmental Information		Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	The proposals will not lead to direct or indirect effects on designated sites	<input type="checkbox"/>	
Protected and Notable Species	No presence or proximity of specific species on or near the site present any constraints or opportunities to the project design.	<input type="checkbox"/>	
Invasive Non-Native Species (INNS)	Entire-leaved Cotoneaster and Wall Cotoneaster are present within the site; these will be eradicated by the site clearance however.	<input checked="" type="checkbox"/>	2022-326 Land off Fieldfare Way, Bacup, Lancashire OL13 9JP: Updated Ecological Survey and Assessment (ERAP (Consultant Ecologists) Ltd, 2022).
Biological Records Plan - Sites and Species	The presence of designated sites or specific species on or near the site do not present any constraints or opportunities to the proposals.	<input type="checkbox"/>	
Baseline Habitats Survey	To avoid duplication, baseline information is located in a separate document.	<input checked="" type="checkbox"/>	2022-326 Land off Fieldfare way, Bacup, Lancashire OL13 9JP: Preliminary Assessment of Biodiversity Net Gain (ERAP (Consultant Ecologists) Ltd, 2023), hereafter the 'BNG Report'
Public Access	The off site areas will retain public access, and this has been taken into account when determining what habitats are realistic to create / enhance.	<input type="checkbox"/>	
Climate	It is not considered that local climate conditions and, or, climate change are likely to impact the target habitat, retention, creation or enhancement.	<input type="checkbox"/>	
Geology and Topography	Any geological or topographical constraints or opportunities have been identified.	<input type="checkbox"/>	
Agricultural Land Status	The site does not support any land favourable for agricultural management.	<input type="checkbox"/>	
Soils and Substrates	Soils and substrates do not present any constraints or opportunities.	<input type="checkbox"/>	
Contaminated Land	No contaminated land is present.	<input type="checkbox"/>	
Hydrology and Drainage	The site hydrology does not present any constraints or opportunities.	<input type="checkbox"/>	
Flood Risk Zones	It is understood the site is not within a flood risk zone.	<input type="checkbox"/>	

Landscape Character and Designations	The landscape character of the site does not present any constraints or opportunities.	<input type="checkbox"/>
Historic Land Use	The historic land use does not present any constraints or opportunities, although it is recognised that retaining public access to the off-site areas is of benefit to the local area.	<input type="checkbox"/>
Historic Environment and Earth Heritage	No historic environment designations have been identified.	<input type="checkbox"/>
Other – please specify	No other environment information is considered necessary for the completion of this HMMR.	<input type="checkbox"/>

Baseline and Environmental Information

Refer to *2022-3226 Land off Fieldfare Way, Bacup, Lancashire OL13 9JP: Updated Ecological Survey and Assessment (ERAP (Consultant Ecologists) Ltd, 2022) and 2022-3226 Land off Fieldfare way, Bacup, Lancashire OL13 9JP: Preliminary Assessment of Biodiversity Net Gain (ERAP (Consultant Ecologists) Ltd, 2023)* for information relating to the baseline and environmental information for the site.

2. Planned Management Activities

Provide the site-wide aims and objectives. These should consider the Project Background information section outlined above as well as the outcomes of the Metric.

Management Plan Aims and Objectives PM-B01

The purpose of this HMMMP is to provide a comprehensive, practical document that can be referred to and consulted by the Local Planning Authority, the developer, local residents and any management company and their appointed contractors tasked to undertake the works detailed within the HMMMP.

This HMMMP has been prepared with the following aims and objectives:

- Protect and conserve the existing landscape character and to incorporate locally indigenous species within screening / structural landscape areas, to provide an attractive and robust landscape setting for the buildings on the site and reinforce local distinctiveness;

- Take measures to ensure the successful establishment and growth of new structural and incidental planting and to take appropriate long-term management measures to ensure the satisfactory appearance and sustainability of vegetation. To ensure that landscape components are replaced, augmented and / or improved over time as appropriate;
- Detail the conservation objectives for the site and habitats within the site;
- Reference the LMP that describes the specification of the habitats and features to be created within the site;
- Provide information of the long-term management of the habitats within the site;
- Provide details relating to the funding mechanisms and responsibilities relating to the management and monitoring operations proposed; and
- Satisfy the requirements of any conditions relating to the planning consent and the requirements of the BNG report.

Principles Informed by Design Stage

The project's BNG target(s) should be set and documented early in the design process. Outline how background and baseline information influenced key design principles for the project from an early stage. This can provide useful context for the proposed retention, creation and enhancement measures.

Design Principles Informed by Baseline Information PM-B02

The proposals have sought to retain those habitats of highest ecological value (i.e. the on-site hedgerow, ditch, and native shrub screen planting) and compensate for losses within appropriate habitats (i.e. habitats which are similar in composition to those lost, and / or habitats which are appropriate to the long-term use of the site; habitats which could, for example, conflict with the public open space nature of the site have not been chosen).

- Protect and conserve the existing landscape character and to incorporate locally indigenous species within screening / structural landscape areas, to provide an attractive and robust landscape setting for the buildings on the site and reinforce local distinctiveness;
- Take measures to ensure the successful establishment and growth of new structural and incidental planting and to take appropriate long-term management measures to ensure the satisfactory appearance and sustainability of vegetation. To ensure that landscape components are replaced, augmented and / or improved over time as appropriate;
- Detail the conservation objectives for the site and habitats within the site;
- Reference the LMP that describes the specification of the habitats and features to be created within the site;
- Provide information of the long-term management of the habitats within the site;
- Provide details relating to the funding mechanisms and responsibilities relating to the management and monitoring operations proposed; and
- Satisfy the requirements of any conditions relating to the planning consent and the requirements of the BNG report.

Habitat and Condition Targets PM-T01

This table presents a summary record of what you have agreed to deliver based on the biodiversity metric. These habitat condition targets form the basis of what the management plan is setting out to achieve. Include the relevant 'Area', 'Hedgerow', and 'Watercourse' types to be implemented and managed throughout the period of 30 years or more.

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
On-site retained Mixed scrub	Mixed scrub	Habitat 1	Moderate	Moderate	0	Refer to Table 7.8 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 3, 4 and 5 are achieved.	For all habitats – this HMMMP refers to version 3.1 of the BNG Metric and its associated condition assessment criteria
On-site retained unmanaged grassland	Other neutral grassland	Habitat 5	Moderate	Moderate	0	Refer to Table 7.9 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 2 and 5 are achieved.	
On-site retained amenity grassland	Modified grassland	Habitat 9	Moderate	Moderate	0	Refer to Table 7.10 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 3, 4, 6 and 7 are achieved.	
On-site retained hedgerow	Native hedgerow	Habitat 11	Good	Good	0	Refer to Table 7.12 of the BNG Report. Good condition will be retained via ensuring condition assessment criteria A1, A2, B1, B2, C1, D1 and D2 are achieved.	
On-site retained ditch	Ditch	Habitat 12	Poor	Poor	0	Refer to Table 7.13 of the BNG Report. Poor condition will be retained via ensuring condition assessment criteria 1, 3, 5 and 7 are achieved.	
On-site proposed wildflower grassland	Other neutral grassland	Habitat A	N/A	Moderate	5	Refer to Table 7.9 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 3, 5 and 7 are achieved.	
On-site proposed amenity grassland	Modified grassland	Habitat B	N/A	Moderate	5	Refer to Table 7.10 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 2 and 5 are achieved.	
On-site proposed mixed scrub	Mixed scrub	Habitat C	N/A	Moderate	15	Refer to Table 7.8 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 3, 4 and 5 are achieved.	

On-site proposed urban trees	Urban trees	Habitat F	N/A	Moderate	20	Refer to Table 7.11 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 2, 4 and 6 are achieved.
On-site proposed ornamental hedgerow	Hedgerow – introduced non-native	Habitat G	N/A	Poor	10	Refer to Table 7.12 of the BNG Report. The ornamental hedgerow will only attain poor condition, and no specific management (other than the health of the shrubs) is proposed.
Off-site retained ornamental shrubs	Introduced shrub	Habitat 15	Poor	Poor	0	The ornamental shrubs will only attain poor condition, and no specific management (other than the health of the shrubs) is proposed.
Off-site enhanced western amenity grassland	Modified grassland	Habitat 13	Poor	Moderate	5	Refer to Table 7.14 of the BNG Report. Moderate condition will be achieved via ensuring condition assessment criteria 3, 4, 6 and 7 are achieved.
Off-site enhanced eastern amenity grassland	Modified grassland	Habitat 14	Poor	Moderate	5	Refer to Table 7.14 of the BNG Report. Moderate condition will be achieved via ensuring condition assessment criteria 3, 4, 6 and 7 are achieved.
Off-site proposed eastern wildflower grassland	Other neutral grassland	Habitat H	N/A	Moderate	5	Refer to Table 7.15 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 2, 4, 5 and 6 are achieved.
Off-site proposed urban trees	Urban trees	Habitat I	N/A	Moderate	20	Refer to Table 7.16 of the BNG Report. Moderate condition will be retained via ensuring condition assessment criteria 1, 2, 4 and 6 are achieved.

Habitat and Condition Targets Further Comments

For all habitats – this HMMMP refers to version 3.1 of the BNG Metric and its associated condition assessment criteria.

It is assumed that all landscape planting at the site has been carried out in accordance with *Fieldfare Way, Bacup Landscape Proposals Rev E. Sheets 1, 2 and 3* (TBA Landscape Architects, March 2023), hereafter the 'landscape proposals'. Specifications to be observed during the planting and / or seeding of the proposed habitats are presented within the landscape proposals.

It is assumed in this document that all landscape planting / seeding has been carried out in accordance with the relevant British Standard (BS3882:2015) and supplier recommendations.

Habitat Retention

Provide a concise description of the habitats that are to be retained in their baseline condition. Habitats being retained may still require ongoing measures to maintain their baseline condition.

Measures to be Implemented to Protect Retained Habitats PM-03

On-site Retained Habitat 1: Mixed Scrub at Moderate Condition.

The retained mixed scrub is located at the eastern site boundary and is composed of a variety of native species which were planted at the same time as screening for the adjacent housing.

Regular monitoring will be required to ensure Criterion 3 (i.e. absence of invasive plant species) is maintained and to ensure that a well developed edge is preserved along the majority of the retained section of scrub.

On-site Retained Habitat 2: Unmanaged Grassland at Moderate Condition

The retained on-site unmanaged grassland is located at the northern site boundary at the base of Hedgerow 1.

Occasional and infrequent mowing will ensure that the habitat does not turn to scrub; management will be as that proposed for the wildflower grassland to be created at the site following year one, i.e. with a flail mower or strimmer, when flowering is over, annually during September to October. All cuttings shall be raked up and removed.

Regular monitoring will be required to ensure Criterion 5 (i.e. absence of invasive plant species) is maintained.

On-site Retained Habitat 9: Amenity Grassland at Moderate Condition

The retained on-site amenity grassland is located at the south-eastern end of the site.

Regular mowing is proposed. Once grass grows to 100mm high, it shall be cut down to 50mm with a flail type mower, until the end of the maintenance period, or longer if so directed. The grass shall be cut on a regular basis if so directed.

Regular monitoring will be required to ensure Criterion 7 (i.e. absence of invasive plant species) is maintained.

If monitoring indicates that the plant species diversity is not increasing then overseeding with a variety of native species may be required, and / or the mowing regime may be revised to encourage a greater diversity of plant species.

On-site Retained Habitat 11: Hedgerow 1 at Good Condition

The retained hedgerow is located at the northern end of the site.

Cuts will be taken every second year with the aim of retaining a dense, wide, bushy hedgerow of at least 1.5 metres height and 1.5 metres width.

Any gaps will be replanted to suitable native species.

Regular monitoring will be required to ensure Criterion D1 (i.e. absence of invasive plant species) is maintained.

On-site Retained Habitat 12: Ditch 1 at Poor Condition

No specific management is required to ensure the ditch remains at 'Poor' condition. It is recommended however that regular monitoring is undertaken to ensure the ditch remains free of invasive non-native plant species.

Off-site Retained Habitat 15: Ornamental Shrubs at Poor Condition

No specific management is required to ensure the ornamental shrubs remain at 'Poor' condition, however it is recommended that the habitat is annually trimmed back (in winter, outside the bird nesting season), to ensure it does not encroach other habitats, and regular monitoring is undertaken to ensure the ornamental shrubs remains free of invasive non-native plant species.

Specification of Protective Measures to be Used PM-04

Measures for the protection of habitats to be utilised during the construction phase of the proposed development will be provided in a Construction and Environment Management Plan (CEMP) or similar document.

Habitat Retention Plan PM-F01

Provide a plan with the locations of habitats to be retained (including whether to be protected and, or, enhanced) and those to be created under this HMMMP. Include parcel references if needed. Tick box if any additional plans are provided in the Appendices . Reference: Click or tap here to enter text.





Grassland (Medium, High, and Very High Distinctiveness): Created Habitats A and H: On and Off-site Proposed Wildflower Grassland

Creation, Enhancement and Management Summary (GH-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 6. Grassland Med High and V. High.

Condition Assessment Criteria	Targeted Parcels	Creation Approach		Management Approach
		Habitat A: On-site wildflower grassland - Other Neutral Grassland at 'Moderate' Condition; and Habitat H: Off-site wildflower grassland - Other Neutral Grassland at 'Moderate' Condition.	Enhancement Approach	
1. The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward. <i>NB – this criterion is essential for achieving moderate condition for non-acid grassland types only.</i>	No A and H	Wildflower grassland areas will be sown to the EM1 Wildflower Meadows Mix.	No enhancement proposed.	First cut of wildflower meadow Areas seeded during August to September shall be cut lightly in the spring using a flail mower, or strimmer, when the meadow reaches a height of 100mm. Areas seeded during April to May shall be cut in October when flowering is over. In both cases, all cuttings shall be raked up and removed from site.
2. Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 percent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes A and H	The diversity of plant species sown for Habitats A and H will ensure a varied sward height.	No enhancement proposed.	Subsequent Cuts Hereafter cutting shall be undertaken, with a flail mower or strimmer, when flowering is over, annually during September to October. All cuttings shall be raked up and removed.
3. Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	No A and H	N/A	N/A	If sward height is not considered to be varied during monitoring from mowing alone then then overseeding with Yellow-rattle (<i>Rhinanthus minor</i>) may be required to subdue to vigour of grass species within the sward.

4. Cover of Bracken less than 20% and cover of scrub (including Bramble) less than 5%.	Yes	A and H	See above for management specifications relating to ground preparation.	No enhancement proposed.
5. There is an absence of invasive non-native species listed on Schedule 9 of <i>Wildlife and Countryside Act 1981</i> (as amended). Combined cover of undesirable species' and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.	Yes	A and H	See above for management specifications relating to ground preparation.	No enhancement proposed.
6. Additional Group – non-acid grassland types only	Yes	A and H	The diversity of plant species sown for Habitats A and H will ensure a diversity of plant species.	No enhancement proposed.
There are greater than 9 species per metre squared. NB – this criterion is essential for achieving good condition (non-acid grassland types only)				

Additional Management Prescriptions (GH-E01)

N/A.

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Detailed Methods (GH-T02)

Provide detailed prescriptions for the creation and management of the habitat.

Action	Relevant Parcels	Timing	Prescriptions
Preparation for seeding	A and H	2 to 3 weeks prior to seeding (see below); July or, if this is not possible, March	No topsoil shall be imported in to the wildflower areas and seed should be sown into good quality, clay free sub-soil. The area shall be cultivated to 150mm depth and all weeds, stones and refuse larger than 50mm shall be removed to tip (Cultivation of soil not to occur beneath existing tree canopies). Cultivated soil shall be rolled and raked to produce a tilth 25mm deep and left for 2 to 3 weeks to allow existing weeds in the seed bank to germinate. After 2 to 3 weeks, a spray off of the newly germinated weeds will be carried out, allowed to die back and then raked off. Seed sowing must be undertaken immediately after the area has been prepared and weeds removed, lightly watering area before seeding.
Wildflower seeding	A and H	Seed shall be sown during late August or September or, if this is not possible, during April to May.	Sowing shall be carried out during calm weather. All sowing is at the contractor's own risk and any areas where germination fails shall be re-seeded at the contractor's own expense. The operation should be carried out in equal sowings and transverse directions. The contractor must ensure that the grass and wildflower seed is thoroughly mixed throughout sowing. The seed mix shall be sown at the rate specified by the manufacturer and then raked into the soil surface and lightly rolled.
Wildflower seed mix	A and H	Seed shall be sown during late August or September or, if this is not possible, during April to May.	EM1 Mix from Emorsgate Wild Seeds. Certificates of purchase shall be provided for all deliveries prior to the sowing of the wildflower mix, stating source, mixture, purity and germination percentage. Sources must be of indigenous stock.
Protection of newly seeded wildflower areas	A and H	Throughout duration of construction period.	All reasonable precautions shall be taken to ensure that pedestrian and other traffic does not cross the wildflower areas during cultivation, seeding or establishment. Where obvious short cutting is occurring, the contractor shall erect an approved temporary fence so as to minimise the maintenance period or until such time as it is no longer necessary, or as directed.
First cut of wildflower meadow	A and H	Areas seeded during August to September shall be cut lightly in the spring.	Areas seeded during August to September shall be cut lightly in the spring using a flail mower, or strimmer, when the meadow reaches a height of 100mm. Areas seeded during April to May shall be cut in October when flowering is over. In both cases, all cuttings shall be raked up and removed from site.
Subsequent Cuts	A and H	September to October	Hereafter cutting shall be undertaken, with a flail mower or strimmer, when flowering is over, annually during September to October. All cuttings shall be raked up and removed.

Grassland (Medium, High, and Very High Distinctiveness) Species Lists (GH-T03)

Provide a detailed species list for the habitat to be created:

Refer to Emorsgate Seeds EM1 Composition presented at <https://wildseed.co.uk/product/mixtures/complete-mixtures/general-purpose-meadow-mixtures/basic-general-purpose-meadow-mixture/>

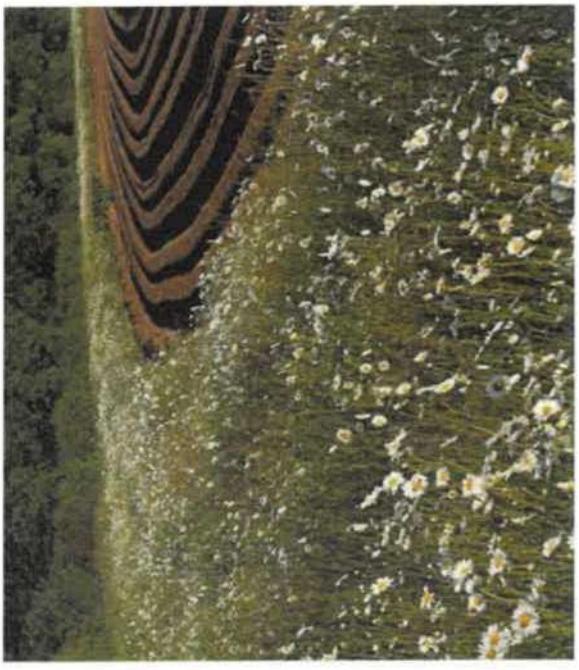
Common Name	Scientific Name	Abundance / %	Comments
N/A	N/A	N/A	N/A

Other Supporting Information

Supporting Information (GH-B02)

Common Name	Scientific Name	Abundance / %	Comments
N/A	N/A	N/A	N/A

What Does Success Look Like? (GH-F01)



[DOCUMENT TITLE]

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BIODIVERSITY NET GAIN - HABITAT MANAGEMENT AND MONITORING PLAN

Contents

Project Background

Planned Management Activities

Monitoring Schedule

Grassland (Low Distinctiveness)

Creation, Enhancement and Management Summary (GL-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 5. Grassland Low

Target Habitat:

Condition Assessment Criteria	Targeted	Relevant Parcels	Creation Approach	Enhancement Approach	Management Approach
<p>1. There must be 6-8 species per m². Note - if a grassland has 9 or more species per m² it should be classified as a moderate distinctiveness grassland habitat type.</p> <p>NB - this criterion is non-negotiable for achieving good condition.</p>	Yes	B, 13 and 14	<p>Habitat B Seed Mix</p> <p>The seed mix shall be A22 mix, obtainable from Germinal Seeds GB.</p> <p>Grass seed shall be of the composition, purity and germination as specified in BS 4428: 1989. Certificates of purchase shall be provided for all deliveries prior to the sowing of grass seed stating source, mixture, purity and germination percentage.</p> <p>Alternative cultivars of the above species may only be used if approved by the landscape architect.</p>	<p>Habitats 13 and 14</p> <p>Consider overseeding with Yellow-rattle (<i>Rhinanthus minor</i>) if the proposed mowing regime does not increase plant species diversity.</p>	<p>First Cut (Habitat B only)</p> <p>When the grass is 100mm high, it shall be cut down to 50mm so as to avoid root pulling. If the grass has been allowed to grow any longer than 100mm then the cuttings shall be raked off and taken off site.</p> <p>Second Cut (Habitat B only)</p> <p>When the grass is 65mm high a second cut shall be carried out using a rotar mower. No more than one third of the foliage must be removed.</p> <p>Subsequent Cuts (Habitats B, 13 and 14)</p> <p>Thereafter, when the grass grows to 100mm high, it shall be cut down to 50mm with a flail type mower, until the end of the maintenance period, or longer, if so directed. The grass shall be cut on a regular basis if so directed.</p> <p>Overseeding</p> <p>If plant species diversity is not considered to be sufficient during monitoring from mowing alone then overseeding with Yellow-rattle (<i>Rhinanthus minor</i>) may be required to subdue to vigour of grass species within the sward, and / or alterations to the mowing regime to promote plant species diversity.</p>
2. Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 percent is more than 7 cm) creating microclimates which provide opportunities	No	B, 13 and 14	N/A	N/A	

for insects, birds and small mammals to live and breed.				
3. Some scattered scrub (including Bramble) may be present, but scrub accounts for less than 20% of total grassland area. Note - patches of shrubs with continuous (more than 90%) cover should be classified as the relevant scrub habitat type.	Yes	B, 13 and 14	See above for management specifications relating to ground preparation.	Continued mowing at the habitat will prevent the encroachment of scrub.
4. Physical damage evident in less than 5% of total grassland area, such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities.	Yes	B, 13 and 14	Any defects such as shrinkage, ponding, sparse germination or disease shall be made good and re-seeded all as above. The contractor will be responsible for cultivating, seeding and maintaining, as above all areas of existing turf that are damaged during the course of the works for reasons of storage, working areas, transport of materials excepting those areas which are specifically defined and measured in the contract.	Complete works by hand where possible and repair any damage in accordance with that proposed for the created habitat.
5. Cover of bare ground between 1% and 10%, including localised areas, for example, rabbit warrens.	No	B, 13 and 14	N/A	N/A
6. Cover of Bracken less than 20%.	Yes	B, 13 and 14	See above for management specifications relating to ground preparation.	Continued mowing at the habitat will prevent the encroachment of scrub.
7. There is an absence of invasive non-native species listed on Schedule 9 of Wildlife and Countryside Act 1981 (as amended).	Yes	B, 13 and 14	See above for management specifications relating to ground preparation.	No enhancement proposed. Regular monitoring required to maintain condition.

Additional Management Prescriptions (GL-B01)

N/A

Grassland (Low Distinctiveness)

Creation, Enhancement and Management Detailed Methods (GL-T02)

Provide detailed prescriptions for the creation and management of the habitat.

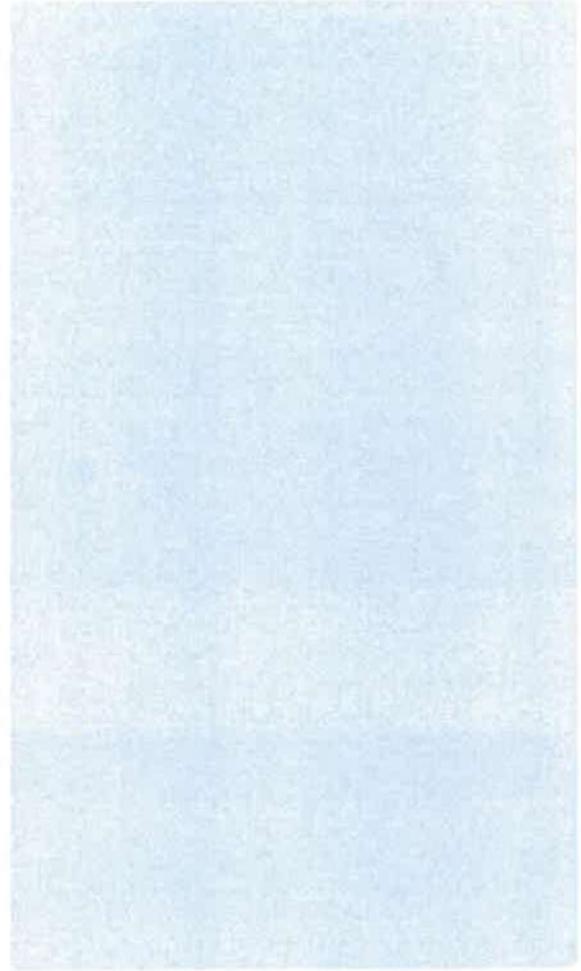
Action	Relevant Parcels	Timing	Prescriptions
Soil Preparation and Cultivation	B	Can be completed at any time.	Final grading of topsoil shall be agreed by the Landscape Architect before cultivation and seeding. All areas to be seeded shall be cultivated to 150mm depth and all weeds, stones, and refuse larger than 50mm shall be removed to tip. Cultivated soil shall be rolled and raked to produce a tilth 25mm deep. Allow for hand cultivation where machine work is not possible. Seed sowing must immediately follow the preparation of the seed bed.
Seeding	B	Can be completed at any time.	Sowing shall be carried out during calm weather. All sowing is at the contractor's own risk and any areas where germination fails shall be re-seeded at the contractor's own expense. The operation should be carried out in equal sowings and transverse directions and the seed shall be raked or harrowed in. Sowing shall be at the rate of 50 grammes per sq.m. and overseeding shall be at a rate of 20 grammes per sq.m.
Seed Mix	B	N/A	The seed mix shall be A22 mix, obtainable from Germinal Seeds GB. Grass seed shall be of the composition, purity and germination as specified in BS 4428: 1989. Certificates of purchase shall be provided for all deliveries prior to the sowing of grass seed stating source, mixture, purity and germination percentage. Alternative cultivars of the above species may only be used if approved by the landscape architect.
Protection of Newly Seeded Areas	B	N/A	All reasonable precautions shall be taken to ensure that pedestrian and other traffic does not cross the grass areas during cultivation, seeding or until grass is established. Where obvious 'Short cutting' is occurring, the contractor shall erect an approved temporary fence so as to minimise the maintenance period or until such time as it is no longer necessary, or as directed.
Mowing – first and second cuts	B	Can be completed at any time.	First Cut When the grass is 100mm high, it shall be cut down to 50mm so as to avoid root pulling. If the grass has been allowed to grow any longer than 100mm then the cuttings shall be raked off and taken off site. Second Cut When the grass is 65mm high a second cut shall be carried out using a rotar mower. No more than one third of the foliage must be removed.
Mowing - Subsequent Cuts	B, 13 and 14	Can be completed at any time.	Thereafter, when the grass grows to 100mm high, it shall be cut down to 50mm with a flail type mower, until the end of the maintenance period, or longer if so directed. The grass shall be cut on a regular basis if so directed.
Making Good	B, 13 and 14	Can be completed at any time.	Any defects such as shrinkage, ponding, sparse germination or disease shall be made good and re-seeded all as above. The contractor will be responsible for cultivating, seeding and maintaining, as above all areas of existing turf that are damaged during the course of the works for reasons of storage, working areas, transport of materials excepting those areas which are specifically defined and measured in the contract. Any areas, which in the opinion of the Landscape Architect, are consolidated during the course of these works, shall be loosened with a ripper or other suitable implement to ensure adequate drainage through the sub soil.

Grassland (Low Distinctiveness) Species Lists (GL-T03)

Provide a detailed species list for the habitat to be created.

Refer to Germinal Amenity Seeds A22 Composition presented at
<https://germinalamenity.com/a22-low-maintenance>

What Does Success Look Like? (GL-F01)



Common Name	Scientific Name	Abundance / %	Comments
N/A			

Other Supporting Information

Supporting Information (GL-B02)

If plant species diversity is not considered to be sufficient during monitoring from mowing alone then then overseeding with Yellow-rattle (*Rhinanthus minor*) may be required to subdue to vigour of grass species within the sward, and / or alterations to the mowing regime to promote plant species diversity.

Scrub

Creation, Enhancement and Management Summary (SC-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 19. Scrub.

Target Habitat:	Habitat C: On-site Proposed Mixed Scrub				
Condition Assessment Criteria	Targeted	Relevant Parcels	Creation approach	Enhancement Approach	Management Approach
1. Habitat is representative of UKHab description (where in its natural range). There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be up to 100% cover).	Yes	C	Habitat will be planted to a mixture of 7 native species.	N/A	Monitoring will ensure that no one species attains a greater than 75% cover – if this occurs then thinning and replanting will be required, and consideration of a revised cutting regime to prevent one species becoming dominant.
2. There is a good age range – all of the following are present: seedlings, young shrubs and mature shrubs.	No	C	N/A	N/A	Not considered feasible for the duration of this management plan.
3. There is an absence of invasive non-native species listed on Schedule 9 of Wildlife and Countryside Act 1981 (as amended) and undesirable species make up less than 5% of ground cover.	Yes	C	Appropriate measures will be undertaken during the planting phase of the habitat.	N/A	Regular monitoring will be undertaken to ensure INNS remain absent from the habitat. If they become established then a specialist contractor will be employed for their eradication.
4. The scrub has a well-developed edge with scattered scrub and tall grassland and / or herbs present between the scrub and adjacent habitat(s).	Yes	C	Where feasible at the site joined up management will ensure that grassland habitats adjacent to the scrub are kept tall and infrequently mown.	N/A	Infrequent (i.e. once yearly) mowing at grassland habitat adjacent to the scrub.
5. There are clearings, glades or rides present within the scrub, providing sheltered edges.	No	C	N/A	N/A	N/A.

Additional Management Prescriptions (SC-B01)

Scrub**Creation, Enhancement and Management Detailed Methods (SC-T02)**

Provide detailed prescriptions for the creation and management of the habitat.

Action	Relevant parcels	Timing	Prescriptions
Ground Preparation	C	Prior to planting, see below.	<p>Planting areas shall be rotovated to a depth of 225mm in the original ground, or where the ground is compacted, rippled and rotovated. Pick off stones, bricks, timber and all other debris arising which have any dimensions greater than 50mm and remove off site to tip. Do not cultivate across any drain where the stone is flush with the ground surface.</p> <p>All plant material should comply with the minimum requirements in BS 3936-1: 1992 Specification for trees and shrubs and BS 3936-4: 2007 Specification for forest trees. Any plant material, which in the opinion of the Landscape Architect, does not meet the requirements of the Specification, or is unsuitable, or defective in any other way, will be rejected. The minimum specified sizes in the plant schedule will be strictly enforced. The contractor shall replace all plants rejected at his own cost.</p>
Planting	C	All plant material shall generally be planted between November and March in open cool weather.	<p>Planting shall not take place in frosty, snowy or waterlogged conditions.</p> <p>Where approved, pot or container grown plants may be planted outside the described season, but adequate watering shall be supplied. Torn or damaged roots and branches shall be cleanly pruned prior to planting.</p> <p>The nature of the material to be planted is variable and the contractor shall allow for planting to be properly carried out in all cases as described in BS 4428: 1989 section 7 Amenity tree planting, section 8 Woodland planting and section 9 Planting of shrubs, herbaceous and bulbs.</p> <p>All plants shall be planted at same depth, or very slightly deeper, as they were grown. Roots shall not be bent, broken or forced into inadequate pits or notches. Plants shall be upright, firmed in and wind resistant, with no air pockets around roots.</p> <p>All pots and root wrappings shall be carefully removed prior to planting. All pots and wrappings arising shall immediately be picked up and stored ready for removal to tip. Plants shall be planted at the specified centres. On steep slopes this shall be in the horizontal measure.</p>
Cutting Back	C	Outside the bird nesting season (i.e. between September and April inclusive).	Cutting shall be completed as directed by the monitoring of the habitat, and only if required due to a single species becoming dominant and / or disease within the shrubs.
Replanting	C	All plant material shall generally be planted between November and March in open cool weather.	All dead, diseased, damaged plants must be replaced during this time unless the local Planning Authority states, in writing, any variation to this.

Scrub Species Lists (SC-T03)

Provide a detailed species list for the habitat to be created.

Common Name	Scientific Name	Abundance / %	Comments
Hawthorn	<i>Crataegus monogyna</i>	10%	
Hazel	<i>Corylus avellana</i>	20%	
Holly	<i>Ilex aquifolium</i>	30%	
Blackthorn	<i>Prunus spinosa</i>	20%	
Dog-rose	<i>Rosa canina</i>	5%	
Field-rose	<i>Rosa arvensis</i>	5%	
Guelder-rose	<i>Viburnum opulus</i>	10%	

What Does Success Look Like? (SC-F01)



Other Supporting Information

Supporting Information (SC-B02)

N/A.

Individual Trees

Creation, Enhancement and Management Summary (UT-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 9. Individual Trees

Condition Assessment Criteria	Targeted	Relevant Features	Creation Approach	Enhancement Approach		Management Approach
				Habitat F: On-site proposed urban trees; and	Habitat I: Off-site proposed urban trees.	
1. The tree is a native species (or more than 70% within the block are native species)	Yes	F and I	Planting of appropriate native species.	N/A	N/A	N/A
2. Tree canopy is predominantly continuous with gaps in canopy cover making up <10% of total area and no individual gap being >5 m wide.	Yes	F and I	Ensuring the tree is maintained in a good, healthy condition.	N/A	Monitoring to assess tree health, and undertaking remedial works where necessary.	
3. More than 50% of trees are mature or veteran.	No	F and I	Not feasible within the timeframe of this HMMMP.	N/A	Not feasible within the timeframe of this HMMMP.	
4. There is little or no evidence of an adverse impact on tree health by anthropogenic activities such as vandalism or herbicide use. There is no current regular pruning regime so the trees retain >75% of expected canopy for their age range and height.	Yes	F and I	Ensuring the tree is maintained in a good, healthy condition.	N/A	Monitoring to assess tree health, and undertaking remedial works where necessary.	
5. Micro-habitats for birds, mammals and insects are present e.g. presence of deadwood, cavities, ivy or loose bark	No	F and I	Not feasible within the timeframe of this HMMMP.	N/A	Not feasible within the timeframe of this HMMMP.	
6. More than 20% of the tree canopy area is oversailing vegetation beneath.	Yes	F and I	Planting of tree above suitable vegetation.	N/A	No management required.	

Additional Management Prescriptions (UT-B01)

N/A.

Individual Trees

Creation, Enhancement and Management Detailed Methods (UT-T02)

Provide detailed prescriptions for the creation and management of the habitat.

Action	Relevant Features	Timing	Prescriptions
Ground Preparation	F and I	Can be completed at any time.	<p>Excavated subsoil or stone shall be carted off site to tip. The bottom 250mm of the pit shall be dug and broken up. The bottom of the pit shall be backfilled with subsoil (site or imported) to comply with BS 8601: 2013. The top 300mm of the pit shall be backfilled with imported topsoil as specified unless directed otherwise.</p> <p>Compost shall be a proprietary product, bark based incorporating fertilisers and improving additives. The type of compost shall be approved before its delivery on site, and the details of the product shall be supplied. Cambark planting compost is approved.</p> <p>Where directed compost shall be added to and mixed with topsoil backfill at the following rates:</p> <ul style="list-style-type: none"> • Feathered trees - 40 litres • Selected standards - 60 litres • Heavy standards/Extra heavy standards - 80 litres
Stakes and Tree Ties	F and I	Can be completed at any time.	<p>Stakes shall be peeled round softwood, pointed, minimum diameter 75mm. The stakes shall be driven into the base of the tree pit prior to placing the tree and backfilling.</p> <p>Stakes shall in general have a clear height above the finished ground level as follows unless directed otherwise:</p> <ul style="list-style-type: none"> • Feathered trees - 750mm (one tie) • Selected standards - 900mm (2 stakes, one tie each) • Heavy standards/Extra heavy standards - 1200mm (2 stakes, one tie each) <p>The stake shall be long enough to drive until they hold the tree firmly without rocking.</p> <p>Ties for bareroot trees, shall be approved rubber nail-on type with cushioned spacer such as Toms, or other equal and approved. Nails shall be flat headed galvanised and shall hold the ties securely into the stake. Ties shall not be over tight on the tree stems. Ties available from J Toms Limited, Wheeler Street, Headcorn, Ashford, Kent, TN27 9SH.</p> <ul style="list-style-type: none"> • Feathered Type - 04 (one tie) • Select standards - Type L1 (one tie per stake) • Heavy standards/Extra heavy standards - Type L3 (one tie per stake) <p>Ties for rootball and container grown trees shall be 50mm rubber tree belts in a figure of eight around the tree. Fixed to the stake with two flat head galvanised nails.</p> <ul style="list-style-type: none"> • Feathered - one belt • Select standards Type - two belts • Heavy standards/Extra heavy standards - two belts

Planting	F and I	All plant material shall generally be planted between November and March in open cool weather.	<p>Planting shall not take place in frosty, snowy or waterlogged conditions. Where approved, pot or container grown plants may be planted outside the described season, but adequate watering shall be supplied. Torn or damaged roots and branches shall be cleanly pruned prior to planting.</p> <p>Trees shall conform to BS: 3936-1: 1992 and be planted in tree pits of the following sizes unless directed otherwise:</p> <ul style="list-style-type: none"> Feathered trees - 900 x 900 x 450 Selected standards - 1000 x 1000 x 600 Heavy standards/Extra heavy standards - 1200 x 1200 x 600 <p>The tree shall be set upright and at the same depth as grown in the nursery, the roots shall be spread out (bareroot) and the soil followed by compost topsoil mixture, backfilled. Backfilling should be done to ensure close contact between roots and by firming in layers (bareroot).</p> <p>The soil shall be left level and tidy, any subsoil clods, bricks or stones over 50mm arising, collected and carted off site.</p>
Mulching	F and I	Can be completed at any time	<p>A 75mm compacted layer of medium grade pulvurised bark, with a particle size of not more than 100mm and containing no more than 10% fines, shall be spread to form a continuous layer covering the whole of the bed, or in the case of standard trees within grass shall be in the form of a circle of 600mm diameter around the base of the tree. Whips and transplants shall be mulched in the form of a 300mm diameter circle around the base of the tree. Where trees are planted within grass a circular hemp mulch mat is required beneath the layer of mulch at the diameters stated above, secured with fixing pegs. The tree pit surface shall be as big as possible.</p>
Replanting	F and I	All plant material shall generally be planted between November and March in open cool weather.	<p>All dead, diseased, damaged plants must be replaced during this time unless the local Planning Authority states, in writing, any variation to this.</p>

Individual Trees Species Lists (UT-T03)

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Comments
Silver Birch	<i>Betula pendula</i>		As per 'Trees' plant schedule in the landscape proposals.
Hornbeam	<i>Carpinus betulus</i>		
Crab Apple	<i>Malus sylvestris</i>		
Wild Cherry	<i>Prunus avium</i>		
Bird Cherry	<i>Prunus padus</i>		
Pedunculate Oak	<i>Quercus robur</i>		
Rowan	<i>Sorbus aucuparia</i>		
Common Whitebeam	<i>Sorbus aria</i>		
Small-leaved Lime	<i>Tilia cordata</i>		

What Does Success Look Like? (UT-F01)



Other Supporting Information

Supporting Information (UT-E02)

Note the 'Trees' planting schedule in the landscape proposals includes non-native species proposed for gardens.

Habitat Creation and Management – Risk Register and Remedial Measures PN-T02

Provide a site-wide risk register associated with creating, enhancing and, or, managing each habitat type. Consider your approach to delivering the BNG targets in case the management prescriptions do not deliver as expected.

This is a pre-emptive list. The list of potential risks should be as comprehensive as possible to provide confidence in the delivery of the management plan objectives. Complete each habitat's management targets and prescriptions first, then consider the likelihood of the risk occurring and what impacts it may have if it was to occur. Consider how these may feed back into monitoring requirements.

3. Monitoring Schedule

To deliver BNG, a robust strategy is critical to monitor successes and challenges. Routine monitoring informs progress and facilitates the required management plan updates at set intervals.

Monitoring Strategy

Provide details of the monitoring strategy to encourage successful implementation of the management plan (MS-B01)

Each habitat will be monitored against its target condition on an annual basis at a suitable time of year (i.e. May to August), with current conditions and any recommendations for action fed back to the Management Company.

Monitoring Methods and Intervals MS-T-01

Provide details of the methods you will use to adequately monitor the progress towards the targets stated in the management plan and as agreed with the Local Planning Authority.

Monitoring methods and frequency need to be considered according to habitat type. The text below is only for illustrative purposes. Plan according to your own project and habitat requirements.

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Other Neutral Grassland and Modified Grassland	To be undertaken on all areas of other neutral and modified grassland. Undertake quadrat sampling to identify the habitat type that is establishing and then number of species per m ² . Estimate percentage of bare ground, Bramble and Bracken cover. Collect a botanical species list across grasslands to check against target species list.	Annually from years 1 to 5, then every 5 years. Surveys to be completed between May and August
Trees and Scrub	To be undertaken at all areas of tree planting and scrub. Monitor the health of trees and shrubs when in full leaf to determine their health. Monitor the grassland immediately adjacent to the scrub to ensure it provide a suitable edge.	Annually from years 1 to 5, then every 5 years. Surveys to be completed between May and August
All habitats	Monitor for the presence or absence of INNS.	Annually from years 1 to 5, then every 5 years. Surveys to be completed between May and August

Monitoring Reports

Following completion of habitat creation and initial enhancement works, prepare for your monitoring report for the Local Planning Authority or Responsible Body. You should monitor each habitat type comprising the BNG project. Provide sufficient detail for the reviewing authority to assess the progress. The 'Monitoring Report Template' can help you do this. The requirements and regularity with which the monitoring reports are required are at the discretion of the LPA or Responsible Body. Prepare the monitoring requirements below.

Adaptive Management

report for the Local Planning Authority or Responsible Body. You should monitor each habitat type comprising the BNG project. Provide sufficient detail for the reviewing authority to assess the progress. The 'Monitoring Report Template' can help you do this. The requirements and regularity with which the monitoring reports are required are at the discretion of the LPA or Responsible Body. Prepare the monitoring requirements below.

Monitoring Report Schedule MS-T02

Provide details of the person or organisation that will be responsible for submitting the monitoring reports. Also state the responsible organisation for receiving and reviewing the reports.

Organisation Responsible for Submitting the Monitoring Reports	Organisation Receiving and Responsible for Reviewing Reports
TBC	TBC

Provide details of when the monitoring surveys and reports will be undertaken and submitted. You can extend the table and adjust according to your required schedule.

ANNEX 3 - VIABILITY APPRAISAL

Appraisal Summary**Fieldfare Way****REVENUE****Sales Valuation****Market Units**

	Units	Price	Sqft	Total Sqft	Sales £/sqft	Unit Price	Gross Sales
Grasmoor	14	£ 295,000	1,265	17,710	£ 233.20	£4,130,000	
Maidstone	5	£ 290,000	1,232	6,160	£ 235.39	£1,450,000	
Applebury	20	£ 275,000	1,141	22,820	£ 241.02	£5,500,000	
Ashdown	4	£ 230,000	966	3,864	£ 238.10	£920,000	
Oakhurst	12	£ 225,000	900	10,800	£ 250.00	£2,700,000	
Moulton	1	£ 225,000	915	915	£ 245.90	£225,000	
Welland	2	£ 215,000	855	1,710	£ 251.46	£430,000	
				63,979	£ 240.00		15,355,000

Affordable Units

Moulton First Homes (70%)	3	£ 157,500	915	2,745	£ 172.13	£472,500	472,500
Moulton shared ownership	4	£ 143,043	915	3,660	£ 156.33	£572,172	
Welland shared ownership	0	£ 135,188	855	0	£ 158.11	£0	
Moulton social rent	6	£ 90,532	915	5,490	£ 98.94	£543,192	

Total

Total	71	RP	9,150	£ 121.90		1,115,364	
		total aff inc 1st homes	11,895				
			75,874	£	223.30	16,942,864	16,942,864
					18% £	2,848,950	

ACQUISITION COSTS

Fixed Price target for viable scheme

Fixed Price - Residualised land value

£700,500 inc SDLT & legal

695,177

17.2%

Stamp Duty**Effective Stamp Duty Rate**

4.50%

Legal Fee

1.00%

CONSTRUCTION COSTS

Construction	Sqft	Build Rate sqft	Cost
Market Units	63,979	124.05	7,936,595
Affordable Units	11,895	124.05	1,475,575
Totals	75,874		9,412,170
Contingency		3%	328,314
			9,740,483

Other Construction

Initial Site Prep		18,290
Cut and Fill		143,497
Capping Layer (Roads)		69,235
Land Drains & Landscape Buffer		18,880
Pumping Station		92,213
Abnormal Foundations		571,384
Underbuild		81,315
Retaining Walls		105,357
Gas Membranes		119,903
Substation & reinforcements		185,000
Increased Requirements for SUDS		126,540
		1,531,614

Section 106 Costs

S106: POS		160,602
S106: Footpath Contribution		68,552
S106: Education		0
Tong Lane Footpath		84,000
Monitoring Fee		4,684
BNG		301,875
		619,713

Professional Fees

Professional Fees		656,627
		656,627

Disposal Fees

Sales & Marketing		2.5%	395,688
Sales Legal Fee	71 un	750/unit	53,250

448,938

Finance

Debit Rate 7%, based on total spend		334,440
see cashflow		
Total Finance Cost		334,440

19,331,815 19,331,815

TOTAL COSTS

2,915,872 2,915,872

PROFIT

Performance Measures		
Profit on Cost %		21.87%
Profit on GDV %		17.21%
Profit on NDV %		17.21%

Appraisal Summary								
Fieldfare Way								
REVENUE								
Sales Valuation	Units	Price	Sqft	Total Sqft	Sales £/ sqft	Unit Price	Gross Sales	
Market Units								
Grasmoor	14	£ 295,000	1,265	17,710	£ 233.20	£4,130,000		
Maidstone	5	£ 290,000	1,232	6,160	£ 235.39	£1,450,000		
Applebury	20	£ 275,000	1,141	22,820	£ 241.02	£5,500,000		
Ashdown	4	£ 230,000	966	3,864	£ 238.10	£920,000		
Oakhurst	6	£ 225,000	900	5,400	£ 250.00	£1,350,000		
Moulton	0	£ 225,000	915	0	£ 245.90	£0		
Welland	0	£ 215,000	855	0	£ 251.46	£0		
				55,954	£ 238.59		13,350,000	
Affordable Units								
Oakhurst First Homes (70%)	6	£ 157,500	915	5,490	£ 172.13	£945,000	945,000	
Oakhurst shared ownership	0	£ 143,043	915	0	£ 156.33	£0		
Welland shared ownership	2	£ 135,188	855	1,710	£ 158.11	£270,376		
Moulton social rent	14	£ 90,532	915	12,810	£ 98.94	£1,267,448		
Total	71			RP	14,520	£ 105.91	1,537,824	
				total aff inc 1st homes	20,010			
					75,964	£	208.43	15,832,824
							18% £	2,573,100
							6% £	92,269
							£	2,665,369
ACQUISITION COSTS								
Fixed Price target for viable scheme				E700,500 inc SDLT & legal				
Fixed Price - Residualised land value							-138,217	
Stamp Duty								
Effective Stamp Duty Rate					4.50%			
Legal Fee					1.00%			
CONSTRUCTION COSTS								
Construction	Sqft			Build Rate sqft		Cost		
Market Units	55,954			124.05		6,941,094		
Affordable Units	20,010			124.05		2,482,241		
Totals	75964					9,423,334		
Contingency				3%		328,648		
							9,751,983	
Other Construction								
Initial Site Prep						18,290		
Cut and Fill						143,497		
Capping Layer (Roads)						69,235		
Land Drains & Landscape Buffer						18,880		
Pumping Station						92,213		
Abnormal Foundations						571,384		
Underbuild						81,315		
Retaining Walls						105,357		
Gas Membranes						119,903		
Substation & reinforcements						185,000		
Increased Requirements for SUDS						126,540		
							1,531,614	
Section 106 Costs								
S106: POS						160,602		
S106: Footpath Contribution						68,552		
S106: Education						0		
Tong Lane Footpath						84,000		
Monitoring Fee						4,684		
BNG						301,875		
							619,713	
Professional Fees								
Professional Fees					6%	657,297		
							657,297	
Disposal Fees								
Sales & Marketing					2.5%	357,375		
Sales Legal Fee	71 un			750/unit		53,250		
							410,625	
Finance								
Debit Rate 7%, based on total spend						334,440		
see cashflow							334,440	
Total Finance Cost								
TOTAL COSTS								
PROFIT							2,665,369	2,665,369
Performance Measures								
Profit on Cost %					20.03%			
Profit on GDV %					16.83%			
Profit on NDV %					16.83%			