TOWN AND COUNTRY PLANNING ACT 1990

OUTLINE APPLICATION FOR RESIDENTIAL DEVELOPMENT AT LAND SOUTH OF HEY BECK LANE, CHIDSWELL, DEWSBURY

STATEMENT OF COMMON GROUND

1 INTRODUCTION

1.1 This Statement of Common Ground relates to an appeal by C.C. Projects (**Appellant**) in respect of the decision of Kirklees Council (**LPA**) dated 27 January 2026 to refuse outline planning application (2020/60/92350/E) (**Application**) for the development of land south of Hey Beck Lane, Chidswell, Shaw Cross, Dewsbury (**Site**).

1.2 The application sought permission for "***residential development (use class C3) of up to 181 dwellings, engineering and site works, demolition of existing property, landscaping, drainage and other associated infrastructure***" (**Proposed Development**).

1.3 The Application was refused for the sole reason as follows:

"The Proposed Development, due to its size and proximity to Dum Wood, and due to the increased residential population that the development would introduce nearby and the insufficient depth of the proposed buffer, together would result in significant intensification in the use of Dum Wood, and unacceptable harm to and deterioration of this ancient woodland and Local Wildlife Site, contrary to policies LP30 and LP33 of the Kirklees Local Plan, and chapter 15 of the National Planning Policy Framework."

1.4 This Statement is submitted in accordance with paragraph 37(3)(b)(x) of the Town and Country Planning (Development Management Procedure) (England) Order 2016 on the basis that the appeal is determined by way of a hearing and the Planning Inspectorate's Procedural Guide: Planning appeals – England. For appeals relating to applications dated on or before 31 March 2026 (**Guidance**) and has regard to the requirements of the Guidance relating to statements of common ground (particularly section 13).

1.5 This Statement of Common Ground is prepared by the Appellant and has been commented upon by the LPA and is submitted alongside the appeal.

1.6 This Statement covers:

- The Site;
- The local area;
- Planning history;
- The Development Plan and other material considerations; and
- Areas of agreement and areas of disagreement.

1.7 References in this Statement to conditions are to the form of conditions agreed between the LPA and Appellant and set out in Appendix 1. References in this Statement to the section 106 agreement are to the form of agreement agreed between the LPA and Appellant and set out in Appendix 2.

2 THE APPEAL SITE

2.1 The boundary of the Site is shown edged in red on the Site Location Plan (see Appendix 5). The Site area is approximately 7.05 hectares and is currently in use as farmland. There are no existing structures on the Site. A Public Right of Way runs along the southern edge of the Site, connecting to a wider network of footpaths.

2.2 Access is proposed to be gained from Hey Beck Lane, achieved through the demolition of an existing house as part of the Proposed Development. A Demolition Plan (drawing ref: 00-702) has been submitted with the Application which shows the location of the property to be demolished to provide access to the Site. The property falls within the Site and is within the ownership of the Appellant.

2.3 The Site sits between 105m and 95m AOD, roughly at mid-level within the surrounding topography. The arable and pastoral agricultural land is divided by overgrown hedgerows and mature trees. There are no statutory landscape or ecological designations relating to the Site.

2.4 The Site is adjacent to Dum Wood which is also owned by the Appellant and which is identified as a Local Wildlife Site[i] (due to the high density of bluebells) and is part of the Wildlife Habitat Network. Dum Wood is also designated as Ancient Replanted Woodland which the National Planning Policy Framework (2025) (NPPF) defines as an area that has been wooded continuously since at least 1600 AD. The Parameter Plan (ref. 00-211 rev C) shows the location of Dum Wood in relation to the Site and the proposed buffer zone. A small linear wildlife route on the wider Wildlife Habitat Network also extends into the Site, running parallel to Dum Wood.

2.5 The Site is bound to the north and west by residential properties lining Hey Beck Lane and Leeds Road. The properties comprise a mix of early and late 20th century bungalows and largely semi-detached properties.

3 THE LOCAL AREA

3.1 The Site lies within the Batley East ward, which is within the metropolitan district of Kirklees. The Site is located in close proximity to the settlements of Woodkirk (circa 200 metres) and Shaw Cross (circa 1.25km). Both locations offer a range of services and facilities to meet the daily needs of its residents. Batley railway station is located 2.4 km to the west of the Site.

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[i] Paragraph 13.13 of the Local Plan defines Local Wildlife Sites as sites that have been designated for their significant local value, containing habitats or species of local importance. These are shown on the Policies Map and have been designated by the West Yorkshire Local Sites Partnership in accordance with locally agreed selection criteria used to identify and designate the sites.

3.2 The Site is located to the east of the A653 Leeds Road dual carriageway, which is a strategic corridor between Dewsbury and Leeds. In the immediate vicinity of the Site, Leeds Road runs in a north-south direction, adjoining the A638 Wakefield Road and Junction 28 (the Tingley Interchange) of the M62 Motorway to the north. The A638 Wakefield Road links with the M1 Motorway Junction 40 to the east of the Site.

3.3 A planning application for residential and employment uses was submitted simultaneously with the Application by C.C. Projects for land adjacent to the Site (ref. 2020/92331) – known as the Leeds Road site. As of May 2026, the application remains undetermined

4 PLANNING HISTORY

4.1 There are no previous planning applications of relevance on the Site.

5 THE APPLICATION HISTORY

5.1 The Application history is set out below.

5.2 The Appellant engaged with the LPA to inform the evidence base that supported site allocation MXS7 in the then emerging Local Plan responding to each stage of formal consultation from 2014 through to the adoption of the Plan in 2019.

5.3 Extensive pre-application engagement was also undertaken, with meetings taking place on the following dates:

5.3.1 25 May 2018

5.3.2 26 July 2018

5.3.3 23 August 2018

5.3.4 10 October 2018

5.3.5 14 November 2018

5.3.6 11 December 2018

5.3.7 16 January 2019

5.3.8 15 February 2019

5.3.9 13 March 2019

5.3.10 12 April 2019

5.3.11 15 May 2019

5.3.12 06 June 2019

5.3.13 17 July 2019

5.3.14 14 August 2019

5.3.15 11 September 2019

5.3.16 4 October 2019

5.3.17 13 November 2019 via conference call

5.3.18 11 December 2019 via conference call

5.4 The following Application milestones are relevant:

5.4.1 September 2018 – Appellant submitted a request for an EIA Screening Opinion to the LPA

5.4.2 3 December 2018 – The LPA issued a Screening Opinion which confirmed that the application was not of the scale or significance of impact to necessitate an EIA

5.4.3 27 February 2019 – Local Plan adopted, including site allocation MXS7 which the Site is contained within

5.4.4 24 July 2019 – Planning Performance Agreement signed

5.4.5 7 July 2020 – Application submitted

5.4.6 22 July 2020 – Application validated

5.4.7 8 December 2022 – The Application was presented to Planning Committee with a recommendation for approval. Members voted to adopt the officers' recommendations, by four votes to three

5.4.8 5 May 2023 – Secretary of State decided not to call in the application

5.4.9 23 October 2024 – Planning Permission granted

5.4.10 1 November 2024 – Chidswell Action Group issued a pre-action protocol letter to the LPA.

5.4.11 25 November 2024 – Chidswell Action Group submitted an application for permission to bring a Judicial Review challenging the grant of planning permission

5.4.12 4 September 2025 – Judgement handed down ordering the quashing of the planning permission. The main reason, as summarised in the High Court Judgement, was the LPA, in breach of article 40(3)(b) of the Town and Country Planning (Development Management Procedure) (England) Order 2015, not publishing the section 106 agreement until after the decision to grant planning permission.

5.4.13 4 December 2025 – The Application was presented to Planning Committee with a recommendation for approval. Members voted to refuse the

Application and after indicating the ground for refusal, delegated the detailed wording to Officers

5.4.14 15 January 2026 – The reason for refusal was re-presented to the Planning Committee with changes recommended by Officers. The changes were agreed by Members.

5.4.15 27 January 2026 – Planning Permission refused

5.5 The Appeal against refusal was therefore submitted to the Planning Inspectorate on 23rd July 2026.

6 DEVELOPMENT PLAN (ADOPTED AND EMERGING)

6.1 The development plan comprises the following documents:

6.1.1 Kirklees Local Plan Strategy and Policies (27 February 2019)

6.1.2 Kirklees Local Plan Allocations and Designations (27 February 2019)

6.1.3 Holme Valley Neighbourhood Development Plan (9 December 2021 (the Site is not included in this plan area and therefore this plan is not relevant to the determination of the Appeal)

6.2 Relevant Local Plan policies are:

6.2.1 Local Plan Site Allocation MXS7: Land east of 932-1110 Leeds Road, Shaw Cross/Woodkirk, Dewsbury

6.2.2 LP1: Presumption in favour of sustainable development

6.2.3 LP2: Place Shaping

6.2.4 LP3: Location of new development

6.2.5 LP4: Providing infrastructure

6.2.6 LP5: Masterplanning sites

6.2.7 LP6: Safeguarded land

6.2.8 LP7: Efficient and effective use of land and buildings

6.2.9 LP10: Supporting the rural economy

6.2.10 LP11: Housing Mix and Affordable Housing

6.2.11 LP19: Strategic transport infrastructure

6.2.12 LP20: Sustainable travel

6.2.13 LP21: Highways and access

6.2.14 LP22: Parking

6.2.15 LP23: Core walking and cycling network

6.2.16 LP24: Design

6.2.17 LP26: Renewable and low carbon energy

6.2.18 LP27: Flood Risk

6.2.19 LP28: Drainage

6.2.20 LP30: Biodiversity & Geodiversity

6.2.21 LP31: Strategic Green Infrastructure Network

6.2.22 LP32: Landscape

6.2.23 LP33: Trees

6.2.24 LP34: Conserving and enhancing the water environment

6.2.25 LP35: Historic environment

6.2.26 LP38: Minerals safeguarding

6.2.27 LP47: Healthy, active and safe lifestyles

6.2.28 LP48: Community facilities and services

6.2.29 LP49: Educational and health care needs

6.2.30 LP50: Sport and physical activity

6.2.31 LP51: Protection and improvement of local air quality

6.2.32 LP52: Protection and improvement of environmental quality

6.2.33 LP53: Contaminated and unstable land

6.2.34 LP59: Outdoor sport, recreation and cemeteries

6.2.35 LP63: New open space

6.3 Save as follows, the parties agree that no substantive areas of dispute arise in relation to the majority of the above policies.

6.4 The LPA considers that the Proposed Development does not comply with policies LP30 and LP33 of the Kirklees Local Plan.

6.5 The Appellant considers that the Proposed Development does comply with those policies.

7 SUPPLEMENTARY PLANNING GUIDANCE

7.1 Relevant Supplementary Planning Documents are:

7.1.1 Highway Design Guide SPD (4 November 2019)

7.1.2 Housebuilders Design Guide SPD (29 June 2021)

7.1.3 Open Space SPD (29 June 2021)

7.1.4 Affordable Housing and Housing Mix SPD (14 March 2023)

7.2 The parties agree that the Proposed Development complies with the above guidance.

8 ADOPTED NATIONAL PLANNING POLICY

8.1 The following paragraphs are relevant from the adopted NPPF:

8.1.1 Paragraph 11: The presumption in favour of sustainable development

8.1.2 Paragraph 48: Planning law requires that applications for planning permission be determined in accordance with the development plan unless material considerations indicate otherwise

8.1.3 Paragraph 56: Requires local planning authorities to consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations

8.1.4 Paragraph 57: Requires planning conditions to be kept to a minimum and only imposed where they are necessary and relevant

8.1.5 Paragraph 58: Requires planning applications to be necessary, directly related to the development and fair and reasonable in scale and kind

8.1.6 Paragraph 61: Identifies the importance of a sufficient amount and variety of land coming forward to support the Government's objective of significantly boosting the supply of homes

8.1.7 Paragraph 62: States that to determine the minimum number of homes needed, strategic policies should be informed by a local housing need assessment, conducted using the standard method in National Planning Practice Guidance

8.1.8 Paragraph 66: Explains that where major development involves the provision of housing, planning policies and decisions should expect that the mix of affordable housing required meets identified local needs

8.1.9 Paragraph 69: Requirement for strategic policy-making authorities to establish a housing requirement figure for their whole area, which shows the extent to which their identified housing need (and any needs that cannot be met within neighbouring areas) can be met over the plan period

8.1.10 Paragraph 72: Requires strategic policy-making authorities to have a clear understanding of the land available in their area and to use this to prepare planning policies that identify a sufficient supply and mix of sites

8.1.11 Paragraph 77: Explains the supply of large numbers of new homes can often be best achieved through planning for larger scale development

8.1.12 Paragraph 78 and 79: Sets out the consequences of the Housing Delivery Test, applying the presumption in favour of sustainable development where housing delivery has fallen below 75% of the requirement

8.1.13 Paragraph 124: Planning policies and decisions should promote an effective use of land in meeting the need for homes and other uses, while making as much use as possible of previously developed land

8.1.14 Paragraph 187: Planning policies and decisions should contribute to and enhance the natural and local environment by protecting valued landscapes, recognising the character of the countryside, and minimising impacts on and providing net gains for biodiversity

8.1.15 Paragraph 192: To protect and enhance biodiversity, plans should identify and safeguard wildlife-rich habitats and ecological networks, and pursue opportunities for securing measurable net gains

8.1.16 Paragraph 193a: If significant harm to biodiversity resulting from a development cannot be avoided, adequately mitigated, or compensated for as a last resort, then planning permission should be refused

8.1.17 Paragraph 193c: Development resulting in the loss or deterioration of irreplaceable habitats, such as ancient woodland, should be refused unless there are wholly exceptional reasons and a suitable compensation strategy exists

8.2 Save as follows, the LPA and Appellant agree that the Proposed Development complies with the above policies and guidance.

8.3 The LPA considers that the Proposed Development does not comply with paragraphs 187 a, b & d, 193a and 193c of Chapter 15 of the NPPF. The Appellant considers that the Proposed Development does comply with Chapter 15.

8.4 Natural Environment Planning Practice Guidance (June 2025) (Paragraph 33) states that local authorities are required to consider both direct and indirect impacts on ancient woodland and ancient or veteran trees and the scope for avoiding or mitigating adverse impacts. It is not appropriate to consider compensation measures until the existence of wholly exceptional circumstances has been established.

8.5 The LPA acknowledges that the proposals include mitigation measures intended to reduce effects on the ancient woodland and Local Wildlife Site at Dum Wood. The Appellant's position is that the measures proposed will avoid any adverse impacts on Dum Wood. The effectiveness and adequacy of the mitigation measures (including whether they would be sufficient to avoid deterioration of irreplaceable habitat) remain matters in dispute between the parties.

8.6 The parties agree that - as mitigation rather than compensation is proposed - there is no requirement to demonstrate wholly exceptional circumstances.

9 OTHER GUIDANCE

9.1 The principal technical guidance informing decision-making on development proposals affecting Ancient Woodland is the Standing Advice: Ancient woodland, ancient trees and veteran trees, published jointly by Natural England and Forestry Commission (January 2022).

9.2 Although Standing Advice does not have the status of development plan policy, it is a material consideration and is frequently relied upon by Inspectors when interpreting the NPPF in relation to proposals affecting Ancient Woodland. It provides practical guidance on how impacts should be identified, assessed and mitigated, and is commonly cited in appeal decisions addressing whether development would result in the deterioration of an irreplaceable habitat.

9.3 The Standing Advice outlines that mitigation measures to protect Ancient Woodlands could include barriers to protect the woodland from pollution, measures to reduce noise and light, designing open space to protect ancient or veteran trees, rerouting footpaths and managing vegetation to deflect trampling pressure away from sensitive locations, and creating buffer zones.

9.4 The Standing Advice identifies buffer zones as a key mitigation measure intended to protect Ancient Woodland from both direct and indirect effects. The guidance recommends that:

9.4.1 a buffer of at least 15 metres should be provided between development and Ancient Woodland;

9.4.2 this 15-metre distance represents a minimum starting point, rather than a universally sufficient buffer; and

9.4.3 larger buffers may be required where indirect impacts are likely to extend beyond 15 metres, including impacts arising from noise, lighting, air pollution, recreational pressure, sloping land or hydrological sensitivity.

9.4.4 The advice states that larger buffer zones are more likely to be required where the surrounding area is less densely wooded, close to residential areas, or steeply sloped.

9.5 The Standing Advice does not prescribe a single formula or nationally defined method for calculating buffer width. Instead, it expects buffer distances to be determined through site-specific, evidence-based judgement, informed by ecological assessment, an understanding of impact pathways and a precautionary approach that reflects the irreplaceable status of Ancient Woodland.

10 AREAS OF AGREEMENT

10.1 This table records all matters agreed between the parties unless expressly stated otherwise.

Matter	**Applicant & LPA Position**
Appeal Reference	TBC
Planning Application Reference	2020/92350
Site Location	Land south of Hey Beck Lane, Hey Beck Lane, Chidswell, Kirklees
Description of Development	Outline application for residential development (Use Class C3) of up to 181 dwellings, engineering and site works, demolition of existing property, landscaping, drainage and other associated infrastructure
Plans for Approval	o Site Location Plan (00-501 rev B) o Parameter Plan (00-211 rev C) o Demolition Plan (00-702)
Application Documents	o Application form and certificates o Application Red Line Boundary Plan o Site Location Plan o Demolition Plan of Existing Properties o Parameters Plan o Site Access Plans o Illustrative Site Plan o Masterplan Framework Document o Design and Access Statement o Coal Mining Risk Assessment o Flood Risk Assessment and Drainage Strategy o Landscape Appraisal o Noise Impact Assessment o Phase 1 Geoenvironmental Desk Study Report Hey Beck Lane and Land to the east of Leeds Road o Ecological Impact Assessment o Ecological Summary Note o Barn Owl Scoping Assessment and Report o HSI Assessment and Report

	o Ornithological Summary (Breeding Birds) o Bat Roost Suitability Assessment & Report o Badger Assessment & Report o Bat Activity Survey o Water Vole Report o Reptile Survey o Hedgerow Assessment & Report o Bat Emergence Survey o Heritage Assessment o WSI o Geophysical Survey Report o Framework Travel Plan o Transport Assessment o Planning Statement o Health Impact Assessment o Statement of Community Consultation
Compliance with Site Allocation MXS7	The parties agree that, to achieve the mixed use development required byLocal Plan Site Allocation MXS7, residential use may be proposed at the Site, while employment uses may be proposed at the larger remainder of the Site Allocation. In terms of the requirements set out under the above allocation policy, the Appellant considers that the Illustrative Masterplan (drawing ref: 00-101 Rev D) and Parameter Plan (drawing ref. 00-211 Rev C) demonstrates that the Site can accommodate: • Development of up to 181 dwellings which can provide an appropriate mix of size, type and tenure. The mix of housing will be subject to a future Reserved Matters submission. • Vehicular access from Hey Beck Lane. • New pedestrian and cycle links.

	• Integrated publicly accessible open space including designated play area. • Retention of key woodland block (Dum Wood), creation of an associated buffer zone between the Site and Dum Wood and retention of the existing Public Right of Way. and as such complies with the requirements of Site Allocation MXS7. The LPA agrees that the Site is allocated for mixed use development; however, the parties disagree as to whether the particular form of development proposed would satisfactorily avoid unacceptable impacts affecting Dum Wood.
Planning History	There are no previous planning applications of relevance on the Site
Relevant Planning Policies	The relevant planning policies are set out in Section 6 of this Statement.
Prematurity	The Proposed Development is not premature with reference to Paragraph 50 of the NPPF.
Highways	Highways matters are agreed and no objection remains from National Highways and Kirklees Council Highways Development Management, subject to conditions and Section 106 Agreement
5-Year Housing Land Supply	The LPA and the Appellant agree that the Council do not have a 5-year housing land supply. The precise level of supply is a matter of disagreement between the two parties.
5 Year Housing Land Supply Requirement	The standard housing method applies, which is 1,840 dwellings per annum (this is greater than the 1,730 dwellings per annum used by the LPA to calculate its previous 5YHLS).
Housing Delivery Test	The latest Kirklees Housing Delivery Test result is 54% (published on 12th December 2024)
Air Quality	Air quality impacts have been adequately assessed. No air quality contribution is required as adequate mitigation measures

	are included and secured by the proposed S106 Agreement. Condition 6 requires measures to control dust and dirt to be secured in the CEMP
Noise	Condition 14 secures the appropriate noise assessment at Reserved Matters stage and Condition 6 requires measures to control noise to be secured in the CEMP
Minerals	The Site is within a wider mineral safeguarding area relating to surface coal resource with sandstone and/or clay and shale. Local Plan policy LP38 therefore applies. This states that surface development at the Site will only be permitted where it has been demonstrated that certain criteria apply. Criterion c of policy LP38 applies, and allows for approval of the Proposed Development, as there is an overriding need (in this case, housing and employment need, having regard to Local Plan delivery targets) for it
Heritage & Archaeology	No part of the Site is within a conservation area, and there are no listed buildings within the Site. Given the scale, location and relative containment of the Proposed Development, significant impacts upon heritage assets are not anticipated. Condition 11 requires an Archaeological Investigation prior to commencement of development which will ensure buried heritage assets are appropriately recorded and protected
Contamination	A Phase 1 Geo-Environmental Desk Study was submitted and confirms the risk of significant contamination is low. Conditions 15 – 18 will ensure any impacts are mitigated. Due to the area's mining legacy, a Coal Mining Risk Assessment was prepared and identified comprehensive mitigation measures which will be incorporated in the Reserved Matters. Condition 19 requires intrusive investigations to be carried out to establish any risk posed by past coal mining activity and Condition 20 requires a validation statement/declaration relate to coal mining legacy
Environmental Health	Reports have been submitted covering topics related to environmental health matters (for example noise, air quality and construction phase impacts). Planning conditions have been agreed to ensure any environmental health impacts are mitigated

Education Provision	A £300,000 contribution towards primary provision as agreed with the LPA and a £223,957 contribution to secondary education is secured as part of the S106 Agreement. The secondary contribution is based on a formula contained in the consultation response from Kirklees Council Education Service. The primary contribution is an interim contribution towards the improvement of facilities/capacities at existing schools in advance of a primary school being delivered at the adjacent Leeds Road site.
Affordable Housing	In accordance with KLP19 Policy LP11 20% of the homes will be affordable housing and this is secured in the proposed section 106 agreement.
Design Quality	Detailed design matters are reserved but the Application and planning conditions secure an acceptable standard of design quality for the development.
Access	The access point is agreed as shown on plan A13398-T-002 Rev E which is for approval.
Sustainability	The Sustainability Statement shows how the Proposed Development and the illustrative masterplan are sustainable and satisfy policy requirements. The Reserved Matters will include further details on energy efficiency for the detailed design. Condition 13 requires consideration of connecting to a potential District Energy Network at the time of Reserved Matters submission. The Framework Travel Plan also secures sustainable transport measures and is secured via s106.
Ecology	A suite of ecological surveys and studies have been prepared by Brooks Ecological. indicating at least 10% Biodiversity Net Gain would be achieved and this would be secured through the proposed Section 106 agreement. The LPA accepts this position. Moreover, the Appellant considers that the proposed development complies with the policy requirements of the Kirklees Local Plan and the NPPF in promoting increased biodiversity value and access to wildlife. However, the LPA does not agree that the submitted information adequately demonstrates that the proposed

	development would avoid unacceptable effects on the ancient woodland and Local Wildlife Site at Dum Wood.
Trees	The buffer to be provided between the built development forming part of the Proposed Development and Dum Wood will ensure the trees within this area are not adversely impacted. New trees and hedgerows are proposed in the publicly accessible open space. The adequacy of the proposed buffer in preventing impact on Dum Wood remains a matter in dispute between the parties.
Agricultural Land	The Site forms part of adopted site allocation MXS7 and the value of the land for agricultural uses was considered at a high level as part of the process to allocate the Site. There is no requirement in development plan policy or national guidance to submit an Agricultural Land Assessment
Sequential Test	The Site forms part of the adopted site allocation MXS7 and the sequential test was considered at the plan making stage, in accordance with NPPF paragraphs 172 and 174
Flood Risk	The Site is within Flood Zone 1. A Flood Risk and Drainage Strategy was submitted and Conditions 21, 22 and 23 secure detailed flood and drainage information related to the Reserved Matters
Sustainable Development	Subject to mitigation that would be secured via conditions and a Section 106 agreement, the Proposed Development is considered to be a sustainable development as it is an accessible location, adjacent to the existing built development of Chidswell, and close to existing facilities, services, infrastructure and public transport links. The Proposed Development is in accordance with both Local Plan and NPPF policies on Sustainable Development
Landscape	The Proposed Development's landscape impacts are acceptable. Specific details on soft landscaping design will be provided at the Reserved Matters Stage
Planning Conditions	The Planning Conditions at Appendix 1 are agreed. The conditions meet the tests of Paragraph 58 of the NPPF and ensure the quality of development will be enhanced and any adverse effects will be mitigated

S106 Agreement	The S106 Agreement at Appendix 2 contains the changes proposed by the Appellant to the version previously agreed between the parties. The changes are being discussed between the parties. The covenants comply with the tests set out in Regulation 122 of the CIL Regulations and Paragraph 57 of the NPPF.
Benefits of the Scheme	The delivery of up to 181 new homes would make an important contribution to the district's housing requirements including affordable need; • New jobs would be created through construction and within the local supply chain; • New pedestrian and cycle links are proposed; • The development would deliver a 10% net gain in biodiversity; and • Provision of publicly accessible open space on previously private land.

11 AREAS OF DISAGREEMENT

Matter	**Applicant Position**	**LPA Position**
Harm to Dum Wood	The Proposed Development has been carefully designed to respect this ecological feature. The Parameter Plan (drawing ref: 00-211 Rev C) explicitly identifies and incorporates a 20-metre buffer zone between the Proposed Development and the Ancient Woodland. The size of the buffer is in excess of what is required by the Natural England Standing Advice. The buffer is located outside the Site but within the Appellant's ownership, ensuring its protection and management. The Proposed Development would not result in significant	The Proposed Development, due to its size and proximity to Dum Wood, and due to the increased residential population that the Proposed Development would introduce nearby, would result in significant intensification in the use of Dum Wood, and unacceptable harm to and deterioration of this ancient woodland and Local Wildlife Site. The LPA's concerns relate to:

	intensification in use or harm to or deterioration of either the Ancient Woodland or Local Wildlife Site. The Proposed Development would secure the future management and maintenance of the Ancient Woodland. The Appellant also considers that the removal of intensive farming up to the woodland edge, including the current use of application of chemical fertilisers, insecticides, herbicides, fungicides etc will be a benefit of the Proposed Development. Full consideration of this issue is set out in the Appellants Statement of Case.	• Increased access, activity and recreational use of Dum Wood; • Trampling, compaction and erosion; • Widening of paths and creation of new paths; • Harm to woodland ground flora including ancient woodland flora, and fungi; • Dumping; • Harm caused by domestic cats and dogs; and • Health and safety tree works. The Appellant has failed to demonstrate, through robust and site-specific evidence, that the proposed buffer width and mitigation strategy would be sufficient to prevent harm to and deterioration of the ancient woodland and the Local Wildlife Site over the lifetime of the development. The Proposed Development would give rise to unacceptable deterioration of irreplaceable habitat. The Proposed Development is contrary to policies LP30 and LP33 of the Kirklees Local Plan and Chapter 15 of the NPPF. For the avoidance of doubt, the LPA does not intend to present evidence at appeal regarding the following matters (in

		relation to Dum Wood), although the LPA reserves the right to submit such evidence at a later date should it prove necessary (for example, in response to evidence presented by the Appellant or interested parties): • Construction-phase impacts; • Air quality impacts; • Hydrological impacts; • Noise (other than that created by visitors to Dum Wood); and • Impacts caused by artificial lighting.
5 Year Housing Land Supply Requirement	The Appellant considers that Kirklees cannot demonstrate a five-year supply of deliverable housing land, and that based on the Appellant's Housing Land Supply Assessment, Kirklees has a housing land supply of 2.95 years. The full assessment is set out in the Appellant's Statement of Case and the relevant appendices.	The Council considers that Kirklees has a 4.18 years' housing land supply, as reported in the Council's 2024/25 Annual Monitoring Report.

12 **SIGNATURES**

By 

Date: 23/07/2026

For the Appellant

By *Victor Grayson*

Victor Grayson, Development Management Masterplanner

For the LPA

Date: 22/07/2026

APPENDICES

Appendix 1 – Planning Conditions

Appendix 2 – s106 Agreement including tracked changes that are to be agreed by the Council.

Appendix 3 - Parameter Plan

Appendix 4 – Illustrative Masterplan

Appendix 5 – Site Location Plan

Appendix 6 – Informal Routes in Dum Wood

Appendix 7 – TPO Map

Appendix 1 – Fully-worded conditions

1. Prior to the commencement of development (save for enabling works which for the purposes of this condition shall comprise site preparation, remediation works, provision of construction and temporary access roads, diversion and/or laying of strategic site-wide utilities, and works associated with archaeological surveys) of any phase or sub phase of the development hereby approved, details of appearance, landscaping, layout and scale (hereinafter called the "Reserved Matters") of that phase or sub phase shall be submitted to and approved in writing by the Local Planning Authority. For the purposes of this permission, all references to a "phase" or "phase of development" shall be interpreted as being a reference to a phase as defined on a phasing plan to be submitted pursuant to outline condition 5 below and all references to a "sub phase" are to be a part or component of such a phase as defined in an application submitted pursuant to a condition of this permission. A standalone Reserved Matters application relating only to infrastructure may be made to the Local Planning Authority.
Reason: No details of the matters referred to having been submitted, they are reserved for the subsequent approval in writing of the Local Planning Authority.
This pre-commencement condition is necessary to ensure that sufficient detail is provided and agreed at an appropriate stage of the development process.

2. The development hereby approved shall be implemented within the Site as defined by the Site Location Plan (00-501 rev B) in accordance with the Parameter Plan (00-211 rev C) and in accordance with the plans and particulars of the Reserved Matters referred to in outline condition 1 above, except as may be specified in the conditions attached to this permission or attached to future approvals of Reserved Matters, which shall in all cases take precedence.
Reason: For the avoidance of doubt as to what is being permitted and in the interests of visual amenity, residential amenity and other matters relevant to planning and to accord with the Kirklees Local Plan and the National Planning Policy Framework.

3. The first Reserved Matters application relating to the development hereby approved shall be made to the Local Planning Authority before the expiration of three years from the date of this permission. All applications for the approval of Reserved Matters for the development hereby approved shall be made to the Local Planning Authority before the expiration of five years from the date of this permission.
Reason: Pursuant to section 92 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Act 2004.

4. Implementation of the first phase or sub phase of the development hereby approved shall commence either before the expiration of two years from the final approval of Reserved Matters relating to that phase or sub phase or in the case of approvals of different dates, the final approval of the last such matter to be approved. Subsequent phases or sub phases of development shall be begun no later than:

a) Seven years beginning with the date of the grant of this outline planning permission; or

b) if later than a) above, two years from the final approval of the Reserved Matters for the relevant phase or sub phase or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: Pursuant to section 92 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Act 2004.

5. If the development hereby approved is to be delivered in phases, prior to or contemporaneously with the submission of the first application for the approval of Reserved Matters, a plan showing the phases of the development hereby approved

shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved phasing plan, unless an amended phasing plan is submitted to and approved in writing by the Local Planning Authority.
Reason: To define the scope of this permission and to provide clarity in relation to the progression of development across the site.

6. Prior to the commencement of development (including ground works) of any phase or sub phase of the development hereby approved, a Construction (Environmental) Management Plan (C(E)MP) for that phase or sub phase shall be submitted to and approved in writing by the Local Planning Authority. The C(E)MP shall include a timetable of all works, and details of:

- Hours of works (including times of deliveries);
- Point(s) of access and routes for construction traffic (which shall avoid Chidswell Lane);
- Construction vehicle sizes;
- Numbers and times of construction vehicle movements;
- Locations of HGV waiting areas and details of their management;
- Parking for construction workers;
- Loading and unloading of plant and materials;
- Storage of plant and materials;
- Signage;
- Measures to be taken to minimise the deposit of mud, grit and dirt on public highways by vehicles travelling to and from the site, including the provision of adequate wheel washing facilities within the site;
- Street sweeping;
- Measures to control and monitor the emission of dust and dirt during construction;
- Site waste management, including details of recycling/disposing of waste resulting from construction works;
- Mitigation of noise and vibration arising from all construction-related activities;
- Artificial lighting used in connection with all construction-related activities and security of the construction site;
- Site manager and resident liaison officer contacts, including details of their remit and responsibilities;
- Engagement with local residents and occupants or their representatives; and
- Engagement with the developers of nearby sites to agree any additional measures required in relation to cumulative impacts (should construction be carried out at nearby sites during the same period).

The development hereby approved shall be carried out strictly in accordance with the C(E)MP so approved throughout the period of construction and no change therefrom shall take place without the prior written consent of the Local Planning Authority.
Reason: In the interests of amenity, to ensure the highway is not obstructed, in the interests of highway safety, to ensure harm to biodiversity is avoided, and to accord with Policies LP21, LP24, LP30 and LP52 of the Kirklees Local Plan.
This pre-commencement condition is necessary to ensure measures to avoid obstruction to the wider highway network, to avoid increased risks to highway safety, and to prevent or minimise amenity and biodiversity impacts are devised and agreed at an appropriate stage of the development process.

7. Prior to the commencement of development (including ground works) of any phase or sub phase, a survey of the existing condition of the highway (the extent of highway to be surveyed to be agreed in writing by the Local Planning Authority in advance, but limited to the highways shown in drawing A13398-T-063 rev B) shall be carried out jointly with the Local Highway Authority and submitted to and approved in writing by the Local Planning Authority. The survey shall include carriageway and footway surfacing, verges, kerbs, edgings, street lighting, signing and white lining. Upon completion of the relevant phase or sub phase of the development hereby approved (or at any earlier stage to be agreed with the Local Planning Authority in advance) a post-construction survey of the agreed extent of highway shall be carried out and the post-construction survey and a scheme of remedial works shall be submitted to and approved in writing by the Local Planning Authority. The approved remedial works shall be carried out prior to the occupation of no more than 90% of the dwellings of the relevant phase or sub phase of the development hereby approved unless otherwise agreed in writing by the Local Planning Authority. Should any highways defects (affecting highway safety) attributable to the construction traffic of the relevant phase or sub phase of the development hereby approved be identified during the construction period, remediation of these shall also be implemented in accordance with details to be submitted to and approved in writing by the Local Planning Authority.
Reason: In the interests of highway safety, to ensure the effective maintenance of the highway and to accord with Policy LP21 of the Kirklees Local Plan.
This pre-commencement condition is necessary to ensure highways surrounding the site are appropriately surveyed prior to works commencing, and to ensure responsibility for remedial works can be fairly assigned with reference to evidence.

8. Prior to the commencement of development (including ground works) of any phase or sub phase of the development hereby approved, a scheme detailing temporary surface water drainage for that phase or sub phase (after soil and vegetation strip) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall:

- Detail phasing of the development and phasing of temporary drainage provision (if known);
- Include details of any excavation or levelling that may be required prior to or as part of the implementation of temporary drainage works;
- Include methods of preventing silt, debris and contaminants entering existing drainage systems and watercourses and details of how flooding of adjacent land would be prevented; and
- Include methods of preventing contamination of watercourses once the new drainage has been installed.

The temporary works shall be implemented in accordance with the approved scheme and phasing. No phase or sub phase of the development shall be commenced until the temporary works approved for that phase or sub phase have been completed. The approved temporary drainage scheme shall be retained until the approved permanent surface water drainage system is in place and functioning in accordance with written notification to the Local Planning Authority.
Reason: To ensure the risk of flooding does not increase during the construction phase, to limit the siltation of any on- or off-site surface water features, and to accord with Policy LP27 of the Kirklees Local Plan.
This pre-commencement condition is necessary to ensure measures to avoid increased flood risk are devised and agreed at an appropriate stage of the development process.

9. Prior to the commencement of development (including ground works and enabling works) of any phase or sub phase of the development hereby approved, a Tree Protection Plan shall be submitted to and approved in writing by the Local Planning Authority for that phase or sub phase. The Tree Protection Plan shall include protection measures relating to any trees (that are to be retained) located along construction traffic routes to/from the relevant phase or sub phase. The development shall be carried out in accordance with the documents so approved.
Reason: To protect trees in the interests of visual amenity and biodiversity and to accord with Policy LP33 of the Kirklees Local Plan.
This pre-commencement condition is necessary to ensure that details of tree protection are agreed at an appropriate stage of the development process.

10. Prior to the commencement of development (including ground works and enabling works) of any phase or sub phase of the development hereby approved within 500m of Dum Wood, an Ancient Woodland Protection Plan shall be submitted to and approved in writing by the Local Planning Authority. The Ancient Woodland Protection Plan shall include measures to protect Dum Wood from dust, light, surface water run-off, noise and other pollution throughout the period of construction. The development hereby approved shall be carried out strictly in accordance with the Ancient Woodland Protection Plan so approved throughout the period of construction and no change therefrom shall take place without the prior written consent of the Local Planning Authority.
Reason: To protect ancient woodlands in the interests of visual amenity and biodiversity and to accord with Policy LP33 of the Kirklees Local Plan.
This pre-commencement condition is necessary to ensure that details of ancient woodland protection are agreed at an appropriate stage of the development process.

11. Prior to the commencement of development (including ground works) of any phase or sub phase of the development hereby approved, a written scheme of archaeological investigation (WSI) for the phase or sub phase shall be submitted to and approved in writing by the Local Planning Authority. For land that is included within the WSI, no development shall take place other than in accordance with the agreed WSI, which shall include:

- A statement of significance and research objectives;
- A programme and methodology of site investigation and recording and the nomination of (a) competent person(s) or organisation to undertake the agreed works; and
- A programme for post-investigation assessment and subsequent analysis, publication and dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason: To ensure buried heritage assets are appropriately recorded and protected and to accord with policy LP35 of the Kirklees Local Plan and chapter 16 of the National Planning Policy Framework.
This pre-commencement condition is necessary as intrusive works on site have the potential to damage or disturb buried heritage assets.

12. Means of access to and from the site shall be consistent with the principles illustrated in drawing A13398-T-002 rev E and shall be provided prior to first occupation of the development and thereafter retained and maintained for the lifetime of the development.
Reason: To ensure suitable access is provided, in the interests of highway safety and amenity, to achieve a satisfactory layout, and to accord with Policies LP20, LP21, LP24 and LP67 of the Kirklees Local Plan and the National Planning Policy Framework.

13. Unless it is approved under a condition of planning permission ref: 2020/92331 (should that permission be granted) that a district energy network will not be provided under that permission, each relevant application for the approval of Reserved Matters shall include details (including road layout plans and sections) demonstrating how the development hereby approved shall be capable of accommodating pipework of a district energy network.
Reason: To ensure the development's housing is capable of being connected to a district energy network in the event that a local decentralised energy scheme is to be implemented, and to accord with Policy LP26 of the Kirklees Local Plan and the National Planning Policy Framework.

14. Each application for the approval of Reserved Matters shall include a noise assessment which shall specify the measures to be taken to protect the new residential units and curtilages from noise from all significant noise sources (including noise from road traffic, commercial uses and community uses) and shall:

- Determine the existing noise climate;
- Predict the noise climate in living rooms and gardens (daytime), bedrooms (night time) and other habitable rooms of the development; and
- Detail the attenuation/design necessary to protect the amenity of the occupants of the new residences (including ventilation if required).

Prior to the first occupation of any dwelling to which the relevant Reserved Matters application relates, all works specified for that dwelling in the approved noise assessment shall be carried out in full and such works shall thereafter be retained.
Reason: In the interests of amenity and to accord with Policies LP24 and LP52 of the Kirklees Local Plan and the National Planning Policy Framework.

15. Prior to the commencement of development (save for enabling works which for the purposes of this condition shall comprise site preparation and site investigation) of any phase or sub phase of the development hereby approved, a Phase II Intrusive Site Investigation Report for that phase or sub phase shall be submitted to and approved in writing by the Local Planning Authority.
Reason: To ensure unacceptable risks to human health and the environment are identified, and to ensure that the development is safely completed in accordance with the requirements of Policy LP53 of the Kirklees Local Plan and the National Planning Policy Framework.
This pre-commencement condition is necessary to ensure that contamination is identified at an appropriate stage of the development process.

16. Where site remediation is recommended in the Phase II Intrusive Site Investigation Report approved pursuant to outline condition 15 above, a Remediation Strategy for that phase or sub phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development for that phase or sub phase. The Remediation Strategy shall include a timetable for the implementation and completion of the approved remediation measures.
Reason: To ensure unacceptable risks to human health and the environment are identified and removed, and to ensure that the development is safely completed in accordance with the requirements of Policy LP53 of the Kirklees Local Plan and the National Planning Policy Framework.
This pre-commencement condition is necessary to ensure that contamination is identified and suitable remediation measures are agreed at an appropriate stage of the development process.

17. Remediation of the site (which can include remediation on a phase or sub phase basis) shall be carried out and completed in accordance with the Remediation Strategy approved pursuant to outline condition 16 above. In the event that remediation is unable to proceed in accordance with the approved Remediation Strategy or contamination not previously considered is identified or encountered on site, all works in the affected area (other than site investigation works) shall cease immediately and the Local Planning Authority shall be notified in writing within two working days. Unless otherwise agreed in writing with the Local Planning Authority, works in the affected area shall not recommence until proposed revisions to the Remediation Strategy have been submitted to and approved in writing by the Local Planning Authority. Remediation of the site shall thereafter be carried out in accordance with the approved revised Remediation Strategy.
Reason: To ensure unacceptable risks to human health and the environment are identified and removed, and to ensure that the development is safely completed in accordance with the requirements of Policy LP53 of the Kirklees Local Plan and the National Planning Policy Framework.

18. Following completion of any measures identified in the approved Remediation Strategy or any approved revised Remediation Strategy, a Validation Report relating to that phase or sub phase shall be submitted to the Local Planning Authority. Unless otherwise agreed in writing with the Local Planning Authority, no part of that phase or sub phase shall be brought into use until such time as the remediation measures for that phase or sub phase have been completed in accordance with the approved Remediation Strategy or the approved revised Remediation Strategy and a Validation Report in respect of those remediation measures has been approved in writing by the Local Planning Authority. Where validation has been submitted and approved in stages for different phases and/or sub phases of the whole site, a Final Validation Summary Report shall be submitted to and approved in writing by the Local Planning Authority.
Reason: To ensure unacceptable risks to human health and the environment are identified and removed, and to ensure that the development is safely completed in accordance with the requirements of Policy LP53 of the Kirklees Local Plan and the National Planning Policy Framework.

19. Prior to or contemporaneously with the submission of the first application for the approval of Reserved Matters relating to a phase or sub phase of the development hereby approved, the findings of a scheme of intrusive investigations carried out on site to establish the risks posed to that phase or sub phase of the development hereby approved by past coal mining activity shall be submitted to and approved in writing by the Local Planning Authority. Should any remediation works and/or mitigation measures to address land instability arising from coal mining legacy prove necessary in light of the findings of the intrusive investigations, details of the these works and/or measures (which may include designation of zones of influence of mine entries, the definition of no-build zones, the capping or other treatment of mine entries and/or remedial works related to shallow coal workings) shall be submitted to and approved in writing by the Local Planning Authority, and these works and/or measures shall be implemented on a phase by phase basis prior to the commencement of any development of the relevant phase or sub phase (including ground works, other than those required as part of the approved remediation works). Proposals submitted under the accompanying and subsequent Reserved Matters applications shall adhere to the findings of the approved assessment and the approved remediation works and/or mitigation measures.

Reason: To enable assessment and minimisation of the risks associated with the area's mining legacy in accordance with Policy LP53 of the Kirklees Local Plan.
This pre-commencement condition is necessary to ensure that details of remedial and/or mitigatory measures related to the site's coal mining legacy are agreed at an appropriate stage of the development process.

20. Prior to any phase or sub phase of the development hereby approved being brought into first use, in respect of which works were required pursuant to outline condition 19 above, a validation statement/declaration related to coal mining legacy affecting that phase or sub phase shall be submitted to and approved in writing by the Local Planning Authority. The statement/declaration shall be prepared and signed by a suitably competent person, shall confirm that the phase or sub phase is, or has been made, safe and stable for the phase or sub phase of the development hereby approved, and shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and/or mitigation necessary to address the risks posed by past coal mining activity.
Reason: To minimise risk associated with the area's mining legacy in accordance with Policy LP53 of the Kirklees Local Plan.

21. If the development hereby approved is to be delivered in phases, prior to or contemporaneously with the submission of the first application for the approval of Reserved Matters, a site-wide foul and surface water and land drainage strategy shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority. The strategy shall set out the overarching principles and parameters (including in relation to the co-ordination and integration of drainage across phases and sub phases within the development hereby approved) which shall inform detailed proposals subsequently devised for specific phases and sub phases of the development hereby approved.
Reason: To ensure the effective disposal of foul and surface water from the development so as to avoid an increase in flood risk and to accord with Policies LP27 and LP28 of the Kirklees Local Plan and chapter 14 of the National Planning Policy Framework.

22. Prior to or contemporaneously with the submission of the first application for the approval of Reserved Matters relating to each phase or sub phase, a scheme detailing foul and surface water and land drainage for that phase or sub phase (including off site works, outfalls, balancing works with discharge rates approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority, plans and longitudinal sections, hydraulic calculations, details of phasing of drainage provision, details of existing drainage to be maintained / diverted / abandoned, and details of water quality improvements) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall adhere to the overarching principles and parameters of the strategy approved pursuant to condition 21. No part of that phase or sub phase of the development hereby approved shall be occupied until the drainage scheme so approved for that phase or sub phase has been implemented.
Reason: To ensure the effective disposal of foul and surface water from the development so as to avoid an increase in flood risk and to accord with Policies LP27 and LP28 of the Kirklees Local Plan and chapter 14 of the National Planning Policy Framework.

23. Prior to or contemporaneously with the submission of an application for the approval of Reserved Matters relating to each phase or sub phase, an assessment of the effects of 1 in 100 year storm events, with an additional allowance for climate change, exceedance events and blockage scenarios, on drainage infrastructure and surface water run-off pre- and post-development between the relevant phase or sub

phase of the development hereby approved and the surrounding area shall be submitted to and approved in writing by the Local Planning Authority. No part of the relevant phase or sub phase of the development hereby approved shall be brought into first use until the works comprising the approved scheme (avoiding property and curtilage) have been completed and the approved scheme shall be retained thereafter.
Reason: To ensure the effective disposal of surface water from the development so as to avoid an increase in flood risk and to accord with Policies LP27 and LP28 of the Kirklees Local Plan and chapter 14 of the National Planning Policy Framework.

24. Each application for the approval of Reserved Matters shall include details of faunal enhancement measures (together with arrangements for their maintenance and management). The measures for each phase or sub phase shall be informed by up-to-date and comprehensive ecological surveys for that phase or sub phase (including surveys of protected species) prepared prior to enabling works (as defined in outline condition 1 above) commencing, and the surveys shall be submitted by the developer to and approved in writing by the Local Planning Authority. Following approval in writing by the Local Planning Authority, the measures (which may include the provision of bird and boxes, and provisions relating to hedgehogs and badgers) shall be implemented on a phase-by-phase basis in accordance with the details so approved. No phase or sub phase of the development hereby approved shall be first occupied prior to the implementation of the faunal enhancement measures so approved for that phase or sub phase, unless the approved details include alternative proposals for the timing of installation of the measures (in which case those alternative proposals shall be complied with). The measures shall be maintained and managed in accordance with the approved details for a minimum period of 30 years thereafter.
Reason: To secure mitigation, enhancement and compensation for the ecological effects resulting from loss of habitat and to accord with policy LP30 of the Kirklees Local Plan and chapter 15 of the National Planning Policy Framework.

25. No removal of hedgerows, trees or shrubs shall take place between 1st March and 31st August inclusive, unless authorised in writing by the Local Planning Authority in response to evidence to be submitted in writing to the Local Planning Authority demonstrating that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site.
Reason: To prevent significant ecological harm to birds, their eggs, nests and young and to accord with Policy LP30 of the Kirklees Local Plan and chapter 15 of the National Planning Policy Framework.

26. Each application for the approval of Reserved Matters relating to residential use shall include floor plans (providing details of internal layouts of the residential accommodation) and a schedule of accommodation (providing unit size mix information and gross internal floorspace figures in sqm) for all residential units.
Reason: To enable the quality, amenities and housing mix of the residential accommodation to be assessed in accordance with policies LP11 and LP24 of the Kirklees Local Plan and chapter 5 of the National Planning Policy Framework.

27. Prior to or contemporaneously with the submission of the first application for the approval of Reserved Matters, a lighting design strategy for biodiversity referring to the ancient woodland and Local Wildlife Site at Dum Wood and to the Kirklees Wildlife Habitat Network shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall:

a) Identify those areas or features that are ecologically sensitive and where external lighting may cause disturbance in or around breeding sites and resting places or along important routes used to access key areas of territory used, for example, for foraging; and

b) Illustrate how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent wildlife using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and the external lighting so approved shall be maintained thereafter in accordance with the strategy. Under no circumstances shall any other external lighting be installed without prior written consent from the Local Planning Authority.

Reason: To prevent significant ecological harm and to safeguard the ancient woodland and the Kirklees Wildlife Habitat Network in accordance with chapter 15 of the National Planning Policy Framework and Policy LP30 of the Kirklees Local Plan.

For the avoidance of doubt, the following terms (used in the above conditions) are defined as follows:

Site preparation comprises the installation of temporary facilities, installation of Heras or other fencing, installation of temporary construction compounds, and removal of existing structures and vegetation. Site preparation does not include ground works which are defined as excavation, remediation, grading and other activities related to the modification of the ground surface or subsurface.

Strategic site-wide utilities comprise the diversion of existing utilities or laying of new utilities which serve the entirety of the site or multiple phases.

Sub phase means a part or a component of a phase.

The above definitions shall be regarded as forming part of the wordings of the above conditions.

Appendix 2- S106 Agreement (Tracked changes, to be agreed)

Dated ~~2025~~2026

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

C. C. PROJECTS

Deed of Agreement under Section 106 of the Town and Country Planning Act 1990

Land South of Heybeck Lane, Chidswell, Dewsbury

Application Ref: 2020/60/92350/E

ward hadaway

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ward hadaway

THIS DEED is dated ~~2025~~2026

BETWEEN

(1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (**the Council**); and

(2) **C.C. PROJECTS (**CRN: 01765782) (an unlimited company) of 29 Great Smith Street, London, SW1P 3PS (**the Owner**).

BACKGROUND

(A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable.

(B) The Owner is the registered freehold proprietor of the Site registered under Title Numbers WYK187209 and WYK64771, the Ancient Woodland Land and the Skylark Land each of which is registered at HM Land Registry under Title Number WYK187209.

(C) The Owner ~~has~~ submitted the Application to the Council seeking planning permission for the Development.

(D) The Council's Strategic Planning Committee resolved on 8 December 2022 to grant Planning Permission for the Development subject to the prior completion of the Original Agreements.

(E) The Council thereafter granted the Planning Permission on 23 October 2024. That decision to grant the Planning Permission was subsequently quashed by way of an order of the High Court dated 4 September 2024 on account of a breach by the Council of Article 40(3)(b) of the Town and Country Planning (Development Management Procedure) (England) Order 2015.

(F) ~~The Council has now remedied such breach and intends to re-grant the Planning Permission subject to the prior completion of this Deed~~Following reconsideration of the Application by the Council's Strategic Planning Committee, the Council refused the Application on 27 January 2026.

(G) On [ ] July 2026, the Owner submitted the Appeal against the refusal of the Application and has entered into this Deed in order to secure the planning obligations contained in this Deed.

(H) ~~(G)~~The parties by entering into this Deed do so to create planning obligations in respect of the Site, the Ancient Woodland Land and the Skylark Land pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1. **DEFINITIONS AND INTERPRETATION**

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

1990 Act	the Town and Country Planning Act 1990;

Ancient Woodland Land	the land shown edged green and shown hatched green on the plan attached to this Deed at Appendix 5;
Appeal	the appeal submitted to the Planning Inspectorate against the Council's refusal of the Application with reference [ ];
Application	the application for outline planning permission for the Development which was validated by the Council on 22 July 2020 under reference number 2020/60/92350/E;
CIL Regulations	the Community Infrastructure Levy Regulations 2010;
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act **SAVE THAT** for the purposes of this Deed the term material operation shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, ecology survey or works, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and/ or laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly;
Commence Construction	the commencement of the foundations of any Dwelling;
Condition	the condition with the specified number on the Planning Permission granted pursuant to Application reference 2020/60/92350/E (and any equivalent condition in a subsequent Planning Permission to which this Deed relates);
Construction Contributions	the Bus Route Contribution, Bus Stop Infrastructure Contribution, Interim Primary School Contribution, Off Site POS Contribution, Rein Road Junction Contribution, Secondary School Contribution, Shaw Cross Junction Contribution and Soothill Lane Junction Contribution;
Contributions	together the Construction Contributions, Monitoring Fee and the Travel Plan Monitoring Fee;

Decision Letter	a letter in writing issued by the Secretary of State determining the Appeal;
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England;
Designated Body	the Church Commissioners for England or alternative body notified to the Council either for the purposes of this definition or for the purposes of a particular obligation of this Deed;
Development	the development of the Site comprising residential development (Use Class C3) of up to 181 dwellings, engineering and site works, demolition of existing property, landscaping, drainage and other associated infrastructure as described in the Application pursuant to the Planning Permission;
Dwelling	a residential unit that may be built on the Site as part of the Development;
Expert	a person appointed in accordance with clause 11 to determine a dispute;
GIA or Gross Internal Area	gross internal area measured in accordance with the latest edition of the RICS Code of Measuring Practice as at the relevant date;
Index	the Index BCIS in respect of the Construction Contributions or Index CPI in respect of the Travel Plan Monitoring Fee and Monitoring Fee and any reference to index at a specified date shall be the last finally approved index published at that date;
Index BCIS	the Building Cost Information Service All in Tender Price Index issued by the Royal Institution of Chartered Surveyors or any successor organisation;
Index CPI	the all Items Index of Consumer Price issued by the Office for National Statistics or any successor organisation;
Index Linked	increased in accordance with the following formula: **Amount payable** = the figure specified in this Deed x (A/B) where: **A** = the figure for the Index that applied immediately preceding the date the payment is due or is paid if earlier; and **B** = the figure for the Index that applied when that index was last published prior to the date of the Planning Permission (or prior to the date of

	calculation where this Deed provides for a figure to be calculated at a later point in time);
Leeds Road Agreement	the planning agreement to be entered into pursuant to section 106 of the 1990 Act between (1) the Council and (2) the Owner to be entered into in connection with the Leeds Road Development;
Leeds Road Development	the development of the Leeds Road Site comprising the demolition of existing dwellings and development of phased, mixed use scheme comprising residential development (up to 1,354 dwellings), employment development (up to 35 hectares of B1(part a and c), B2, B8 uses), residential institution (C2) development (up to 1 hectare), a local centre (comprising A1/A2/A3/A4/A5/D1 uses), a 2 form entry primary school including early years provision, green space, access and other associated infrastructure pursuant to the Leeds Road Permission
Leeds Road Permission	planning permission to be granted under application reference 2020/60/92331/E or subsequent permission granted for the Leeds Road Development or relevant part;
Leeds Road Site	the land east of Leeds Road, Chidswell, Dewsbury against which the Leeds Road Agreement may be enforced;
Local Plan	Kirklees Local Plan adopted February 2019;
Mineral Rights	rights to exploit, mine, or produce minerals and other extractive resources lying below the surface of the Site;
Monitoring Fee	the sum of eighty thousand pounds (£80,000) to be paid by the Owner to the Council towards the monitoring of the obligations contained in this Deed
New Deed	a planning obligation under Section 106 and/or Section 106A of the 1990 Act relating to a New Permission and binding all or part of the Site.
New Permission	a planning permission for the development of all or part of the Site.
NPPF or National Planning Policy Framework	the national planning policy framework dated December 2023 or (where the context so requires) any amended or successor national policy;
Occupy	to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the

	Development and 'Occupied' and like expressions shall be construed accordingly;
Original Agreements	the section 106 agreement dated 17 October 2024, the supplemental deed dated 19 December 2024 and the second supplemental deed dated 27 February 2025 each entered into by (1) the Council and (2) the Owner in respect of the Application;
Plan 1	the plan titled "Site Location Plan – Heybeck Lane" with drawing Ref: 00-501 Rev B annexed to this Deed at Appendix 1;
Planning Obligations	the obligations, restrictions, conditions and stipulations on the part of the Owner set out in Schedule 1 to Schedule 6 of this Deed
Planning Permission	a planning permission if granted by the ~~Council~~Secretary of State pursuant to the ~~Application substantively in the form attached to this Deed at Appendix 2;~~Appeal;
Phase	a phase of the Development to which a Reserved Matters Approval relates or other phase of the Development approved by the Council for the purposes of compliance with a provision of this Deed;
Practical Completion	the practical completion of the Development or specified part as evidenced by the issue of a certificate of practical completion by the architect or project manager;
Reserved Matters Application	an application for the approval of all matters reserved pursuant to Condition 1 of the Planning Permission;
Reserved Matters Approval	an approval pursuant to a Reserved Matters Application;
Secretary of State	the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor to the relevant function specified in this Deed (and any planning inspector appointed to determine ~~an appeal~~the Appeal);
Site	the land within the freehold ownership of the Owner shown edged red on Plan 1 against which the obligations contained in this Deed may be enforced and which is referred to in Recital B of this Deed;
Skylark Land	the land shown edged black on the plan titled "Skylark Land Plan" prepared by Brooks Ecological attached to this Deed at Appendix 4;

Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television or other electronic communications, electricity, gas, water, sewerage or drainage or other public services and any authorised successor to any such undertaking;
Use Class	a use class as set out in the Schedule to the Town and Country Planning (Use Classes) Order 1987 prior to its amendment on 1 September 2020;
Wider Site	the Site, the Ancient Woodland Land and the Skylark Land;
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

1.2. In addition to the definitions set out in Clause 1.1 above each of Schedules 1 to 6 contains further definitions to aid the interpretation of that Schedule and (unless stated to the contrary) such additional definitions shall apply throughout this Deed where applicable.

1.3. Unless specified to the contrary and save for reference to the Town and Country Planning (Use Classes) Order 1987, any reference in this Deed to an enactment shall be construed as a reference to that enactment as amended extended or re-enacted by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.

1.4. References to clauses paragraphs parts and schedules are references to clauses paragraphs parts and schedules in this Deed.

1.5. References to paragraphs within specific parts of the schedules are references to the corresponding paragraphs within that specific part of the schedule in this Deed unless this Deed specifies otherwise.

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

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

1.8. The expression “the Owner” shall include its successors in title and assigns.

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

1.10. Where a covenant, restriction or requirement is expressed to be given by more than one party, or where (from time to time) a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.

1.11. Clause headings and the contents list shall not affect the construction of this Deed.

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

1.13. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1.14. Where any details, scheme, strategy or plan is required to be submitted for approval under this Deed and such approval is obtained, unless expressly stated otherwise nothing in this Deed shall prevent such details, scheme, strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2. STATUTORY BASIS

2.1. This Deed is made pursuant to section 106 of the 1990 Act and binds the Site and (to the extent set out in clause 4.2) the Ancient Woodland Land and Skylark Land, and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) and (to the extent set out in clause 4.2) the Ancient Woodland Land (or any part or parts thereof) and Skylark Land (or any part or parts thereof), through or under the Owner as if that person had been an original covenanting party to this Deed subject to the terms of this Deed.

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

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

3. CONDITIONS PRECEDENT

3.1. This Deed is conditional upon the grant of the Planning Permission.

3.2. The Schedules to this Deed are further conditional upon the Commencement of Development (save any obligations which are required to be complied with prior to Commencement of Development which shall be conditional only upon the grant of Planning Permission and which for the avoidance of doubt includes Schedule 5 paragraph 2).

4. COVENANTS & DECLARATIONS

4.1. The Owner covenants with the Council so as to bind the Site to comply with the Planning Obligations.

4.2. The Owner covenants with the Council:

4.2.1. so as to bind the Ancient Woodland Land to comply with the obligations contained in paragraph 6.6, paragraph 7.3 and paragraph 8 of Schedule 3 and paragraph 5.2 of Schedule 5; and

4.2.2. so as to bind the Skylark Land to comply with the obligations contained in paragraph 6.2 of Schedule 5

in each case to the extent that any such obligations are in effect pursuant to the specified paragraphs of this Deed.

4.3. The Council covenants with the Owner to comply with the obligations on its part in Schedule 1 to Schedule 6.

5. EXCLUSIONS & RELEASE

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

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

5.1.2. if its interest in the Wider Site or relevant part thereof is solely as the owner of the subsoil of adopted highway and/or of Mineral Rights;

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

5.1.4. if that party is an owner or occupier of an individual Dwelling (save in respect of the provisions of paragraphs 4 and 5 of Part 3 of Schedule 4 (which shall be binding on any First Home Owner) and the provisions of paragraphs 9.8 to 9.12 of Part 2 of Schedule 4 (which shall be binding on any DMS Owner)).

5.2. If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner), quashed or revoked this Deed shall determine and cease to have effect.

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

5.4. As a consequence of the quashing of the order of the High Court (referred to in Recital E above) the Original Agreements determined and ceased to have effect on 4 September 2024 and the Parties agree and declare that the provisions of the Original Agreements shall not apply to or be enforceable against the Wider Site or any party with an interest in the Wider Site from time to time.

6. REGISTRATION

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

6.2. Following either:

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

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

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

7. **NON-FETTER & WAIVER**

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

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

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

8. **VAT**

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

9. **SEVERABILITY**

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

9.2. If in relation to any of the obligations provided in this Deed, the Secretary of State in determining the Appeal states in his or her Decision Letter that the obligation does not comply with all the tests set out in regulation 122 of the CIL Regulations (such that it does not constitute a reason for granting Planning Permission or does not attract any weight) then that obligation or those obligations shall not apply and shall not be enforceable by the Council.

10. **CHANGE OF OWNERSHIP**

10.1. The Owner agrees with the Council to give written notice to the Council within 20 Working Days of any change in ownership of any of its interests in the Wider Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a sale or disposal of an individual Dwelling or to the disposal of part of the Wider Site to a Statutory Undertaker for the purposes of its undertaking or to the grant of an agricultural or farm business or similar tenancy.

11. **DISPUTES**

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

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

11.2.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 11.1 above, shall be appointed or identified on application by any party by the following persons:

11.2.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

11.2.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

11.2.1.3. in the case of any other dispute the President of the Bar Council;

11.2.2. the Expert shall act as an expert and not as an arbitrator;

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

11.2.3.1. the parties to the dispute shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;

11.2.3.2. the parties shall have 20 Working Days from the receipt of original written submissions (or such extended period as the Expert shall allow) to respond;

11.2.3.3. the Expert shall disregard any representations made out of this time;

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

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

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

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

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

11.3. The decision of the Expert shall be binding on the parties save in the case of manifest error and/or fraud.

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

11.4.1. either party may apply to the relevant body as per Clause 11.2.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and

11.4.2. Clause 11.2 shall apply to the new Expert as if they were the first Expert appointed

12. **FUTURE PERMISSIONS**

12.1. In the event that an application is made pursuant to Section 73 or Section 73B of the 1990 Act for an amendment to the Planning Permission and planning permission is granted by the Council in respect of that application then:

12.1.1. references to "Application", "Planning Permission" and "Development" in this Deed shall thereafter be deemed to include the application made pursuant to Sections 73 or 73B, the new planning permission granted pursuant to Section 73 or 73B of the 1990 Act and the development permitted by that permission respectively; and

12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act unless required to do so by the Council.

in each case **PROVIDED THAT**:

12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or 73B of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and

12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or 73B of the 1990 Act.

12.2. The Council and the Owner each acknowledge that it is foreseeable that part of the Site may be developed pursuant to a New Permission and in the event that a New Permission is granted which is materially inconsistent with the Planning Permission

the parties to this Deed intend that a New Deed is entered into which (at the Council's and the Owner's respective discretion) specifies (inter alia):

12.2.1. which obligations contained in this Deed bind the land and development subject to the New Permission; and

12.2.2. which parts of the Site are intended to be developed pursuant to the New Permission and which parts are intended to be developed pursuant to the Planning Permission and on what terms; and / or

12.2.3. any consequential variations or modifications to this Deed;

and notwithstanding the implementation of any New Permission, any part of the Site which is not developed pursuant to a New Permission may be developed or continue to be developed pursuant to the Planning Permission in accordance with this Deed as may be varied or modified by the New Deed and subject to any contrary provision in such New Deed.

13. DUTY TO ACT REASONABLY

13.1. All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, confirmation, notification, specification, approval or expression of satisfaction is due by one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

13.2. The Council covenants that where any details, scheme, strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval.

14. INDEXATION

14.1. The Monitoring Fee, Travel Plan Monitoring Fee and Construction Contributions (or for the avoidance of doubt any tranche of the Construction Contributions) payable to the Council shall be Index Linked.

14.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

15. INTEREST ON LATE PAYMENTS

15.1. Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the date due shall accrue interest at the Default Interest Rate accruing from the date such payment was due to the date of actual payment.

16. THIRD PARTY RIGHTS

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

17. **NOTICES**

17.1. Any notice given to a party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

17.2. Any notice shall be deemed to have been received and served:

17.2.1. if delivered by hand, at the time the notice is left at the proper address (unless received after 5pm or on a non Working Day in which case it shall be deemed received and served on 9am on the next Working Day); or

17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **COSTS**

18.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.

18.2. The Owner will:

18.2.1. pay to the Council forty thousand pounds (£40,000.00) of the Monitoring Fee on or prior to the Commencement of Development; and

18.2.2. pay to the Council the remaining forty thousand pounds (£40,000.00) of the Monitoring Fee on or prior to the Practical Completion of the final Dwelling.

19. **JURISDICTION**

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

20. **RECEIPT OF CONTRIBUTIONS**

20.1. The Council shall issue separate receipts on request for any Contributions paid to it pursuant to this Deed.

20.2. The Council will place all sums received pursuant to this Deed in an interest bearing account (or in separate interest bearing accounts as the Council shall at its discretion decide).

20.3. The Council will not apply any sums received pursuant to this Deed for any purpose other than as described in this Deed.

20.4. The Council shall on reasonable request by the Owner provide details of the sums collected and retained, the interest accrued, the sums expended and the purposes for which the sums have been expended.

20.5. The Council shall repay any Contributions or parts thereof paid to it under this Deed (plus any interest accrued) to the Designated Body if not expended within 10 years from the date of payment unless an alternative date is specified for a particular Contribution in the Schedules to this Deed.

21. **PERFORMANCE**

21.1. The Council shall on reasonable request by the Owner issue written confirmation that a Planning Obligation(s) has been performed.

21.2. In the event that the Council is satisfied that all of the Planning Obligations have been performed, the Council will thereafter cancel all relevant entries in the register of local land charges.

THE PARTIES HEREBY WITNESS that this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
Financial Contributions

1. **Definitions**

1.1. In this Schedule 1 the following terms have the following meaning:

Bus Route Contribution	the sum of £120,000.00 (one hundred and twenty thousand pounds) to be paid to the Council by the Owner as a contribution towards the cost of pump-priming a Dewsbury-Leeds bus route via the development permitted by the Leeds Road Permission;
Bus Stop Infrastructure Audit	an audit undertaken of the works required to upgrade the bus infrastructure to serve the Development by Pell Frischmann dated 24 January 2024 and attached to this Deed at Appendix 3;
Bus Stop Infrastructure Contribution	the sum of £62,000 (sixty two thousand pounds) to be paid to the Council by the Owner as a contribution towards the cost of improving bus stop infrastructure in accordance with the Bus Stop Infrastructure Audit;
Interim Primary School Contribution	a sum of £300,000.00 (three hundred thousand pounds) to be paid by the Owner to the Council to be used as a contribution towards the provision of primary school places to serve the Development;
Rein Road Junction Contribution	the sum of £27,360.74 (twenty-seven thousand and three hundred and sixty pounds and seventy four pence) to be paid by the Owner to the Council as a contribution towards the costs of delivering the Rein Road Junction Improvement Works;
Rein Road Junction Improvement Works	the works to improve the junction of the A653 Dewsbury Road / Syke Road / Rein Road substantially in the form of those shown drawing Ref: A13398-T-049 Rev A annexed to this Deed at Appendix ~~6~~2 (or such other drawing as may be approved by the Council pursuant to the Leeds Road Permission);

Secondary School Contribution	a sum of £223,957.00 (two hundred and twenty three thousand nine hundred and fifty seven pounds) to be paid by the Owner to the Council to be used as a contribution towards the provision of secondary school places to serve the Development;
Shaw Cross Junction Contribution	the sum of £48,204.38 (forty eight thousand two hundred and four pounds and thirty eight pence) to be paid by the Owner to the Council as a contribution towards the costs of delivering the Shaw Cross Junction Improvements Works;
Shaw Cross Junction Improvement Works	the works to improve the junction of Leeds Road / Challenge Way / John Ormsby VC Way substantially in the form of those shown on drawing Ref: PC2558-RHD-PD-SD-DR-D-0100 S3 Rev P01 annexed to this Deed at Appendix ~~6~~2 (or such other drawing as may be approved by the Council pursuant to the Leeds Road Permission);
Soothill Lane Junction Contribution	the sum of £51,222.42 (fifty one thousand two hundred and twenty two pounds and forty two pence) to be paid by the Owner to the Council as a contribution towards the costs of delivering the Soothill Lane Junction Improvement Works;
Soothill Lane Junction Improvement Works	the works to improve the junction of Leeds Road / Heybeck Lane / Soothill Lane substantially in the form of those shown on drawing Ref: A13398-T-048 Rev B annexed to this Deed at Appendix ~~6~~2 (or such other drawing as may be approved by the Council pursuant to the Leeds Road Permission).

2. **Local Highway Improvements**

2.1. The Owner shall pay:

2.1.1. the Rein Road Junction Contribution to the Council prior to Occupation of more than 175 Dwellings;

2.1.2. the Soothill Lane Junction Contribution to the Council prior to Occupation of more than 175 Dwellings; and

2.1.3. the Shaw Cross Junction Contribution to the Council prior to Occupation of more than 175 Dwellings;

PROVIDED ALWAYS THAT in the event that any of the Rein Road Junction Improvement Works, Soothill Lane Junction Improvement Works and Shaw Cross Junction Improvement Works are being delivered pursuant to the Leeds Road Permission, then the parties agree that the Rein Road Junction Contribution, Soothill Lane Junction Contribution and/or Shaw Cross Junction Contribution (as applicable) shall be passed to the relevant developer to secure such works.

3. **Sustainable Transport**

3.1. The Owner shall not permit Occupation of more than 119 Dwellings until the Bus Route Contribution has been paid to the Council.

3.2. The Owner shall not permit Occupation of more than 50 Dwellings until the Bus Stop Infrastructure Contribution has been paid to the Council.

4. **Education**

4.1. The Owner shall not permit Occupation of more than 119 Dwellings until the Interim Primary School Contribution has been paid to the Council.

4.2. The Owner shall not permit Occupation of more than 119 Dwellings until the Secondary School Contribution has been paid to the Council.

Schedule 2
Travel Plan

1. **Definitions**

1.1. In this Schedule 2 the following terms have the following meaning:

Travel Plan	a plan which identifies long-term management strategies for integrating proposals for sustainable travel into the Development and which shall (as a minimum) contain: (a) measures to encourage the use of alternative modes of transport to the private car; (b) measures to reduce single occupancy car use; (c) details of targets for (a) and (b); (d) details for monitoring for five years from first Occupation and reporting and liaison with the Travel Plan Officer; (e) details for enforcement and penalties; and (f) a timetable for implementation;
Travel Plan Coordinator	a person(s) to be appointed by the Owner for a minimum period of five (5) years who shall coordinate the implementation of, and compliance with, the Travel Plan and who shall be responsible for liaising with the Travel Plan Officer;
Travel Plan Monitoring Fee	a sum of £15,000.00 (fifteen thousand pounds) to be paid by the Owner to the Council as a contribution towards the cost of monitoring compliance with the Travel Plan;
Travel Plan Officer	a person to be appointed by the Council (and notified to the Owner in writing) who shall be responsible for monitoring and reviewing the Owner's compliance with the Travel Plan.

2. **Travel Plan**

2.1. At least three months prior to the intended date of first Occupation of the Development the Owner shall submit for approval in writing to the Council the Travel Plan which shall include the details and confirmation of the appointment by the Owner of a Travel Plan Coordinator.

2.2. From such date as is two weeks prior to the intended date of first Occupation of the Development, the Owner shall use reasonable endeavours to undertake the actions contained in, and to meet the targets and obligations set out in, the Travel Plan and will continue to use reasonable endeavours to observe and perform any requirements of the approved Travel Plan unless otherwise agreed in writing by the Council.

2.3. Any changes to the Travel Plan must be submitted to the Travel Plan Officer for its written approval.

3. **Travel Plan Monitoring**

3.1. As soon as reasonably practicable following the first anniversary of first Occupation of the Development the Owner shall send a report to the Travel Plan Officer setting out the progress the Owner has made in complying with the Travel Plan and the Owner shall thereafter send an updated report to the Travel Plan Officer on the second, third, fourth and fifth anniversary of the submission of the first report.

3.2. In the event that the Travel Plan Officer (acting reasonably) is not satisfied with the Owner's progress in connection with the obligations in paragraph 2.2 of this Schedule the Owner shall use reasonable endeavours to implement any reasonable recommendations the Travel Plan Officer makes in response to the progress reports required under paragraph 3.1.

4. **Travel Plan Monitoring Fee**

4.1. The Owner shall pay to the Council £3,000.00 (three thousand pounds) of the Travel Plan Monitoring Fee to the Council within 20 Working Days of the Occupation of the 90th Dwelling and shall thereafter pay a further £3,000.00 (three thousand pounds) of the Travel Plan Monitoring Fee to the Council every annual anniversary thereafter for a period of 4 (four) years.

Schedule 3
Public Open Space, Drainage & Masterplanning

1. **Definitions**

1.1. In this Schedule 3 the following terms have the following meaning:

Ancient Woodlands	the ancient woodlands known as Dum Wood shown edged green and labelled accordingly on drawing Ref: 00-207 Rev A attached to this Deed at Appendix 5;
Ancient Woodlands Buffer	the buffer to the Ancient Woodlands shown hatched green on drawing Ref: 00-207 Rev A attached to this Deed at Appendix 5 (but not for the avoidance of doubt the buffer for Dogloitch Wood);
Ancient Woodlands Management Plan	a plan detailing arrangements for the management and maintenance of the Ancient Woodlands and Ancient Woodlands Buffer including for the management of controlled public access to the Ancient Woodlands and Ancient Woodlands Buffer and including (but not limited to) details of the following ~~(for the avoidance of doubt (d) and (e) do not apply to the Ancient Woodlands Buffer):~~:

(a) ~~the management and maintenance responsibilities in respect~~the ownership and persons responsible for management and maintenance of the Ancient Woodlands and Ancient Woodlands Buffer ~~(including in respect of biodiversity)~~and the funding arrangements for such management and maintenance ;

(b) any areas where public access will and will not be permitted within the Ancient Woodlands and Ancient Woodlands Buffer;

(c) details of the Ancient Woodlands Permissive Works;

(d) details of the management and maintenance regimes for the Ancient Woodlands and Ancient Woodlands Buffer;

(e) ~~(d)~~the means by which information relating to the Ancient Woodlands (and their protection) and the Ancient Woodlands Buffer would be disseminated to residents of the Development; and

(f) ~~(e)~~arrangements for the monitoring of any impacts of public access and of the Development upon the Ancient Woodlands

and Ancient Woodlands Buffer together with a mechanism for reporting to the Council, agreeing and implementing remedial measures and other necessary works and measures and agreeing updates to the Ancient Woodlands Management Plan as required;

Ancient Woodlands Permissive Works improvement works within the Ancient Woodlands and Ancient Woodlands Buffer to be approved as part of the Ancient Woodlands Management Plan and which shall include:

(a) details of the proposed planting of the Ancient Woodlands Buffer;

(b) details of any enhancement works proposed to the Ancient Woodlands (including for biodiversity);

(c) ~~(a)~~the provision, surfacing and other treatments of permissive routes and the public right of way through and within the Ancient Woodlands and Ancient Woodlands Buffer (including measures to prevent access to any parts of the Ancient Woodlands where appropriate); and

(d) ~~(b)~~associated signage, fencing, interpretation, and dog waste bins.

Construction (Environmental) Management Plan the construction management plan approved under Condition 6;

Estate Roads any road within the Development excluding roads agreed by the Council not to be public highway;

Off Site POS Contribution a sum to be determined by the approved Off Site POS Contribution Calculation and to be paid by the Owner to the Council as a contribution towards the costs of providing off-site public open space (which may include sports and recreation and play spaces) in the vicinity of the Development.

Off Site POS Contribution Calculation the calculation to determine the Off Site POS Contribution to be made in accordance with the Open Space SPD and based on the details to be submitted pursuant to paragraph 2.1 of this Schedule 3;

Open Space SPD the Council's supplementary planning document entitled "Open Space Supplementary Planning Document" adopted June 2021;

Public Open Space	those parts of the Site which are to be made available for recreation by the general public;
POS Management Company	a limited company or companies registered at Companies House (including a residents management company) or (at the discretion of the Owner but subject to the approval of the Council) an alternative body such as a charity or trust which (in either case) may already be in existence or may be formed by the Owner for the purposes of the management and maintenance of the Public Open Space and/or the Ancient Woodlands and/or the Ancient Woodlands Buffer in accordance with this Schedule 3 and: (a) which is/are incorporated in England and Wales; and (b) which has/have its/their registered office in England, and Wales; and (c) whose primary objects permit it/them to maintain and renew the Public Open Space and/or the Ancient Woodlands and/or the Ancient Woodlands Buffer.
Public Open Space Management Scheme	a scheme for the maintenance and management of the Public Open Space (including any play features and/or street furniture within the Public Open Space) and the Residual Land which shall include details (to the extent relevant) of: (a) the ongoing maintenance regime including management objectives, maintenance operations, and the timing and frequency of such operations; (b) the identity of any POS Management Company proposed to be responsible for the ongoing management and maintenance of the Public Open Space and Residual Land which shall include details of the structure and voting rights of the POS Management Company (where relevant); (c) the arrangements and timing for the transfer of the responsibility for the management and maintenance of Public Open Space and Residual Land from the Owner to the POS Management Company which may include a transfer, lease or other arrangement;

(d) the funding arrangements for the management and maintenance of the Public Open Space and Residual Land;

(e) a commitment (where applicable) to the management of the SuDS in accordance with the SuDS Maintenance and Management Plan approved under paragraph 5 of Schedule 3.

Public Open Space Scheme a scheme prepared by the Owner detailing:

(a) the location, size(s) and typolog(y/ies) of the Public Open Space;

(b) the details of the Public Open Space Works; and;

(c) the timetable for the delivery of the Public Open Space Works relative to the Occupation of the Dwellings;

Public Open Space Works the works for the laying out and landscaping of the Public Open Space;

Residual Land those parts of the Site which following completion of the Development:

(a) are not buildings (including common parts) or land associated with such buildings, or other land retained for private purposes or transferred to third parties;

(b) have not been (and are not intended to be) adopted or otherwise owned or maintained by a Statutory Undertaker or public authority;

(c) does not form part of the Public Open Space

and which shall include any estate roads and SuDS unless and until adopted.

Site-Wide Drainage Strategy Working Group a forum comprising representatives of the Owner and the Council (to include separate representatives of the Council in its capacities as Lead Local Flood Authority, and Local Planning Authority) which shall be invited to meet every twelve months (or more or less often as required) for the purposes of ensuring co-ordinated and effective drainage and flood risk management across the Site and surrounding land;

SuDS the sustainable urban drainage systems to be provided by the Owner as part of the Development;

SuDS Maintenance and Management Plan	a detailed management plan or plans setting out measures to be undertaken as part of the Development to ensure SuDS are properly maintained and managed, which shall include the information set out in paragraph 5.1 of this Schedule 3, or such other or revised plan as may be agreed in writing with the Council from time to time.
Way	a highway, footpath, bridleway or other way within the Development.

2. **Public Open Space**

2.1. The Owner shall not Commence Development unless and until the Owner has submitted to the Council and the Council has approved the Public Open Space Scheme.

2.2. The Owner shall not permit Occupation of any Dwelling until the Public Open Space Management Scheme and any Off Site POS Contribution Calculation has been approved by the Council.

3. **Public Open Space Works**

3.1. The Owner shall provide the Public Open Space Works in accordance with the details and timescales in the approved Public Open Space Scheme and shall notify the Council in writing when such works have been completed.

3.2. The Owner shall ensure that the Public Open Space Works are carried out in a proper and workmanlike manner with sound and good quality planting and materials in accordance with good horticultural and ecological practice to adoptable standards and to the reasonable satisfaction of the Council.

3.3. Within 1 (one) month of the Council receiving the notice pursuant to paragraph 3.1 (or paragraph 3.4.2 as the case may be) of this Schedule 3 the Council shall inspect the Public Open Space Works and if those Public Open Space Works have been carried out to its reasonable satisfaction the Council shall confirm as such in writing to the Owner within two weeks of inspection.

3.4. If following the inspection pursuant to paragraph 3.3 of this Schedule 3 the Council considers (acting reasonably) the Public Open Space Works as carried out by the Owner are not to its satisfaction:

3.4.1. it shall notify the Owner within two weeks of the inspection specifying the measures necessary to complete the Public Open Space Works to its reasonable satisfaction; and

3.4.2. the Owner shall as soon as reasonably practicable carry out those works and notify the Council (and the procedure in paragraphs 3.3 and 3.4 shall be repeated as often as is necessary until such time as the Council confirms completion of those works to its reasonable satisfaction).

3.5. Following written confirmation by the Council of the completion of the Public Open Space Works to its reasonable satisfaction pursuant to paragraphs 3.3 and 3.4 of this Schedule 3 the Owner will thereafter maintain the Public Open Space in accordance with the approved Public Open Space Management Scheme until such time as the Public Open Space has been transferred or leased to a POS Management Company.

4. **Transfer of the Public Open Space to a POS Management Company**

4.1. No part of the Public Open Space shall be transferred or leased to any POS Management Company other than in accordance with an approved Public Open Space Management Scheme.

4.2. The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any material maintenance or management works in respect of the Public Open Space.

4.3. Within 6 months (or within such other period of time that may be agreed in writing by the Council or set out in an approved Public Open Space Management Scheme) of receipt of written approval by the Council of the satisfactory completion of the Public Open Space Works pursuant to paragraph 3 of this Schedule 3 the Owner shall put into place the arrangements for the transfer of the responsibility for the management and maintenance of the Public Open Space and Residual Land to the POS Management Company in accordance with the approved Public Open Space Management Scheme.

4.4. Any transfer or lease entered into pursuant to paragraph 4.1 shall contain covenants so as to bind the Public Open Space into whomsoever hands the same may be transferred or leased:

4.4.1. to maintain the Public Open Space in accordance with the approved Public Open Space Management Scheme;

4.4.2. not to permit it to be used for anything other than open space; and

4.4.3. to allow the public reasonable access to the relevant Public Open Space, subject only to paragraph 8 of this Schedule 3

4.5. Responsibility for the Public Open Space shall not at any time be transferred to an alternative POS Management Company unless the Council has been given a minimum of one month's written notice that such a transfer is to take place and has issued its approval in writing.

4.6. On transfer or lease of the Public Open Space (or other transfer of responsibility) to a POS Management Company such POS Management Company shall thereafter maintain the Public Open Space in accordance with the approved Public Open Space Management Scheme.

5. **Provision of Sustainable Drainage Systems**

5.1. Prior to Commencement of the Development the Owner shall submit to the Council for approval the SuDS Maintenance and Management Plan in respect of the SuDS such SuDS Maintenance and Management Plan to contain:

5.1.1. details and a programme for the long term management and maintenance works to cover all aspects of the SuDS to include:

5.1.1.1. a detailed maintenance schedule and methodology for all individual SuDS components to maintain the functionality of the SuDS, water storage and treatment;

5.1.1.2. a detailed schedule and methodology for the inspection, maintenance and replacement as required of engineering features including inlet and outlet structures, flow controls tanks and channels and any other SuDS features;

5.1.1.3. a schedule for litter and debris removal, landscape and grass cutting, weeding and sediment removal;

5.1.1.4. details of the procedure in place for dealing with extreme rainfall events (both prior and post event);

5.1.1.5. plans at 1:200 scale which show the extent of the SuDS features, the extent of the landscape features, details of connections to Yorkshire Water sewers and details of whether the SuDS feature is a designated asset under the Flood & Water Management Act 2010;

and any maintenance schedules to include details of the frequency of all actions and routine maintenance activities, the timing of all inspections (including annual inspections) and the timing of management works arising from inspections;

5.1.2. details of the maintenance of the shared surface water drainage network, connected to the SuDS, and the shared foul drainage network within the Site as part of the Development prior to their adoption by Yorkshire Water if applicable;

5.1.3. details of the maintenance regime that will be adopted during the construction phase up until the point that the SuDS is signed off as complete in accordance with the approved design; and

5.1.4. details of vehicular and pedestrian access arrangements relating to the inspection and maintenance of SuDS.

5.2. In the event that the Council considers that it is unable to approve the submitted version of the SuDS Maintenance and Management Plan the Owner shall submit a revised version to the Council, taking into account any comments that the Council has provided for their approval (such procedure to be repeated as often as is necessary until the Council approves the SuDS Maintenance and Management Plan).

5.3. The Owner covenants to fully comply with the approved SuDS Maintenance and Management Plan from the Commencement of Development and at all times thereafter to manage and maintain the SuDS in accordance with the details set out in the relevant SuDS Maintenance and Management Plan unless and until the SuDS have been adopted by a statutory undertaker or transferred to a POS Management Company pursuant to this Schedule.

6. **Ancient Woodlands**

6.1. Paragraphs 6.3 to 6.5 (inclusive) below shall apply save to the extent that any of the Ancient Woodlands Permissive Works have been completed to the Council's satisfaction pursuant to the requirements of paragraph 6 of Schedule 4 of the Leeds Road Agreement and in such case the relevant obligations shall be deemed to have been complied with for the purposes of this Deed.

6.2. The Owner shall submit the Ancient Woodlands Management Plan to the Council for its approval before or alongside the submission of the first Reserved Matters Application.

6.3. The Owner shall not Occupy the Development until the Ancient Woodlands Management Plan has been approved by the Council and the Ancient Woodlands Permissive Works have been completed to the Council's satisfaction and thereafter the Owner shall notify the Council in writing when such works have been completed.

6.4. Within 1 (one) month of the Council receiving the notice pursuant to paragraph 6.3 (or paragraph 6.5.2 as the case may be) of this Schedule the Council shall inspect the Ancient Woodlands and Ancient Woodlands Buffer and if any works undertaken pursuant to the Ancient Woodlands Management Plan have been carried out to its reasonable satisfaction the Council shall confirm as such in writing to the Owner within two weeks of inspection.

6.5. If following the inspection pursuant to paragraph 6.4 of this Schedule the Council consider (acting reasonably) any works undertaken pursuant to the Ancient Woodlands Management Plan as carried out by the Owner are not to its satisfaction or further works are required to comply with the requirements of the Ancient Woodlands Management Plan:

6.5.1. it shall notify the Owner within two weeks of the inspection specifying the measures necessary to complete the works pursuant to the Ancient Woodlands Management Plan to its reasonable satisfaction; and

6.5.2. the Owner shall as soon as reasonably practicable carry out those works and notify the Council (and the procedure in paragraphs 6.4 and 6.5 shall be repeated as often as is necessary until such time as the Council confirms completion of those works to its reasonable satisfaction).

6.6. From the date of the first Occupation of the Development the Owner shall manage and maintain the Ancient Woodlands and Ancient Woodlands Buffer in accordance with the approved Ancient Woodlands Management Plan (or any amended Ancient Woodlands Management Plan submitted by the Owner of the Ancient Woodland Land from time to time to the Council and approved by the Council) for the lifetime of the Development.

7. **Compliance**

7.1. The Council may enter the Public Open Space, Residual Land and/or the Ancient Woodlands and/or the Ancient Woodlands Buffer at all reasonable times and on reasonable notice in order to monitor compliance with the Public Open Space Management Scheme and/or the Ancient Woodlands Management Plan and/or the SuDS Maintenance and Management Plan (as applicable).

7.2. In the event that the Council considers that the requirements of the Public Open Space Management Scheme and/or the Ancient Woodlands Management Plan and/or the SuDS Maintenance and Management Plan (as applicable) are not being complied with then the Council may serve a notice on the Owner (being the owner of the relevant Public Open Space or Residual Land or Ancient Woodlands or Ancient Woodlands Buffer from time to time and which may include a POS Management Company) requiring such Owner to undertake reasonable remedial steps as may be specified in the notice.

7.3. The Owner (being the owner of the relevant Public Open Space or SuDS or Residual Land or Ancient Woodlands or Ancient Woodlands Buffer from time to time and which may include a POS Management Company) shall comply with the terms of any notice served pursuant to paragraph 7.2 above within 28 days of the date of service by the Council of such notice (or such longer period as may be agreed in writing with the Council).

8. **Public Access**

8.1. The Owner (being the owner of the Public Open Space and/or the Ancient Woodlands and/or the Ancient Woodlands Buffer as appropriate from time to time and which may include a POS Management Company) shall allow public access to the Public Open Space, the Ancient Woodlands and the Ancient Woodlands Buffer (once required to do so by this Schedule) **SUBJECT ALWAYS** to the following provisions:

8.1.1. access to the Public Open Space, the Ancient Woodlands and the Ancient Woodlands Buffer may be subject to such requirements and regulations as may from time to time be imposed by the relevant Owner or POS Management Company (as applicable) having regard to overriding reasons of safety, security and prudent estate management (including any reasonable requirement to keep access to specified Ways) **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior approval (whether pursuant to this Deed or the Leeds Road Agreement);

8.1.2. the relevant Owner or POS Management Company (as appropriate) may close the Public Open Space or the Ancient Woodlands or the Ancient Woodlands Buffer or any part thereof for reasonable periods by reason of:

8.1.2.1. emergency;

8.1.2.2. cleansing, maintenance and repair;

8.1.2.3. at the direction of the emergency services or other lawful authority;

8.1.2.4. construction activities whilst the Development is being carried out or maintained; and

8.1.2.5. other purposes reasonably required by the relevant Owner or POS Management Company;

8.1.3. the relevant Owner or POS Management Company may erect notices on the Public Open Space, the Ancient Woodlands and the Ancient Woodlands Buffer and access to the Public Open Space, the Ancient Woodlands and the Ancient Woodlands Buffer may be denied by the

relevant Owner or POS Management Company for one day each year in order to prevent public rights of way or common rights coming into being.

9. **Off Site POS Contribution**

9.1. Upon receipt of the Public Open Space Scheme pursuant to paragraph 2.1 above the Council shall carry out the Off Site POS Contribution Calculation and shall notify the Owner of the Off Site POS Contribution as part of the approval of the Public Open Space Scheme (and for the avoidance of doubt any dispute regarding the amount of the Off Site POS Contribution shall be addressed under clause 11 of this Deed).

9.2. The Owner shall not Occupy more than 150 Dwellings until the Off Site POS Contribution has been paid to the Council.

10. **Site Wide Drainage Strategy**

10.1. The Owner or its appointed representatives shall use reasonable endeavours to attend meetings of the Site-Wide Drainage Strategy Working Group during the construction of the Development.

11. **Development and Wider Development Masterplanning**

11.1. In the event that a Reserved Matters Approval requires a Way to be constructed to the boundary of a Phase or of the Site so as to connect into another Phase or to adjacent land the Owner shall (unless the Council agrees in writing to the contrary):

11.1.1. Construct that Way to the boundary of the Phase or of the Site;

11.1.2. Following opening for use of the Way, allow free vehicular, cycle and/or pedestrian access (but only as applicable to that Way) over that Way to and from the adjacent Phase or land; and

11.1.3. Not create or allow any ransom scenario to come into being

PROVIDED THAT this paragraph 11.1 shall not prevent the Owner from imposing reasonable requirements on any person seeking to connect into and / or use any such Way and their successors in title including a reasonable contribution as to the maintenance of the Way (prior to adoption).

11.2. The Owner shall offer to enter into an agreement under Section 38 Highways Act 1980 (and / or other appropriate powers) to dedicate any Estate Road within a Phase (to the boundary of the adjacent Phase or adjacent land where paragraph 11.1 applies) as public highway on terms whereby it will be adopted by the Council (in its capacity as local highway authority) as maintainable at public expense.

11.3. In submitting any Construction (Environmental) Management Plan and/or an application for a Reserved Matters Approval the Owner shall ensure that appropriate construction access to all future Phases of the Development can be accommodated whether through public highway, Estate Roads or alternative accesses.

11.4. The Owner of any Phase shall not prevent connection to the SuDS by the Development of any other Phase where the relevant SuDS has been designed to accommodate drainage from that other Phase of the Development provided that this paragraph shall not prevent the Owner from imposing reasonable requirements on any person seeking

to connect into and/ or use any such SuDS and their successors in title including a reasonable contribution as to the maintenance of the SuDS (prior to adoption).

Schedule 4
Affordable Housing

Part 1
(Definitions)

1. **Definitions**

1.1 In this Schedule 4 the following terms have the following meaning:

"Additional First Homes Contribution" (in circumstances where a sale of a First Homes Unit other than as a First Home has taken place in accordance with paragraphs 3.8 or 3.9 of Part 3 of this Schedule 4) the lower of the following two amounts:

(a) 30% of the proceeds of sale; and

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

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

"Administration Charge" one percent (1%) of the applicable Affordable Housing Contribution to be paid by the Owner to the Council as a contribution towards the reasonable and proper costs incurred by the Council in consideration of the following:

(a) the calculation of the Affordable Housing Contribution;

(b) the consideration of the evidence supplied by the Owner pursuant to paragraphs 4.2 – 4.6 of Part 2 of this Schedule 4;

(c) the receipt and administration of the Affordable Housing Contribution itself; and

	(d) the provision of any confirmation or certification that the Owner is entitled to dispose of the relevant Affordable Housing Unit pursuant to paragraphs 4.6.2 of Part 2 of this Schedule 4;
"Affordable Housing"	housing provided to eligible households whose needs are not met by the market in accordance with the definition of "affordable housing" in Annex 2 of the NPPF or any additional tenures of affordable housing contained in the definition of "affordable housing" in any successor policy;
"Affordable Housing Contribution"	the payment to be made in lieu of the provision of on-site Affordable Housing Units (or a full complement thereof) calculated in accordance with paragraph 4.6.1 of Part 2 of this Schedule 4;
Affordable Housing Plan	a plan detailing the provision of Affordable Housing Units within the Development to include the following: (a) a layout plan to identify the location of the Affordable Housing Units and tenure; and (b) a schedule setting out the tenure, number of bedrooms per Dwelling by plot number, Dwelling type, number of storeys and the GIA of each Dwelling type proposed;
"Affordable Housing Unit"	a Dwelling so identified in an approved Affordable Housing Plan and to be provided as Affordable Housing in accordance with this Schedule 4;
"Affordable Rent"	a rent which is no more than 80% of the local market rent (including service charges, where applicable) calculated using RICS approved valuation methods;
"Affordable Rented Dwellings"	an Affordable Housing Unit provided by a Registered Provider at an Affordable Rent;
"Affordable Price"	a sum to be paid by the Registered Provider to the Owner based on the following minimum transfer values set out in the SPD; (a) in the case of each Rented Dwelling - £861.00 (eight hundred and sixty one pounds) per square metre; and (b) in the case of each Intermediate Dwelling - £1,292.00 (one thousand two hundred and ninety two pounds) per square metre

(c)

or for the avoidance of doubt such other value as may be agreed in writing between the Owner and the Registered Provider and **PROVIDED THAT:**

(d) in the event that the Council adopts or publishes any revised higher transfer value then the transfer values at (a) and (b), those transfer values shall be updated accordingly; and

(e) in the case of (a) and (b) above the applicable sum shall be increased in proportion to any increase in the BCIS All-in Tender Price Index from March 2023 (or from the date on which any increased transfer value applies) to the date of the applicable Contract;

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

"Build to Rent" purpose built housing to be provided in accordance with the definition of "build to rent" in Annex 2 of the NPPF or otherwise agreed with the Council to comprise purpose built housing for rent;

"Build to Rent Guidance" guidance contained within the NPPF and any other national and local planning guidance that relates to the provision of Affordable Housing as part of a Build to Rent scheme;

"Build to Rent Notice" a notice which may be served by the Owner on the Council pursuant to paragraph 3.4 of Part 2 of this Schedule notifying the Council of its intention to implement a Phase as Build to Rent;

"Build to Rent Affordable Scheme" a scheme detailing the provision of Affordable Housing within a Phase to be provided as Build to Rent which includes the following:

(a) a plan to identify the location of the Dwellings to be provided as Affordable Housing;

(b) details of the rent levels of the Dwellings to be provided as Affordable Housing which shall be no more than 80% of the local market rent (including service charges,

where applicable) calculated using RICS approved valuation methods;

(c) details setting out the number of bedrooms per Dwelling by plot number, number of storeys and the GIA of each Dwelling in respect of each of the Dwellings to be provided as Affordable Housing;

(d) details of the proposed management of the Dwellings to be provided as Affordable Housing; and

and any other details as may be required in accordance with Build to Rent Guidance;

"Chargee" any mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "**Receiver**") of the Affordable Housing Units or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

"Chargee's Duty" the duty upon a Chargee as set out in paragraph 12.2 of Part 2 of this Schedule 4;

"Close Family" a spouse, civil partner, partner, parent, son, daughter, sibling, grandparent;

"Compliance Certificate" the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Homes Unit to a purchaser meeting the First Homes Eligibility Criteria (National) and unless paragraph 3.2 of Part 3 of this Schedule 4 applies the First Homes Eligibility Criteria (Local);

"Contract" a contract or contracts with a Registered Provider(s) for the construction and subsequent transfer at the Affordable Price of the unencumbered freehold or long-leasehold interest in the relevant RP Dwellings;

"Developer" the owner of the First Homes Unit at the date prior to the Initial Disposal of such a First Homes Unit;

"Discounted Price" a price which does not exceed 80% of the Market Value provided that in any event the price shall not exceed £250,000.00 (two hundred and fifty

	thousand pounds) unless the Council agrees otherwise;
"DMS Administration Charge"	the reasonable and proper costs incurred by the Council in consideration of the following: (a) consideration of the DMS Unit's Market Value and Discounted Price; and (b) the issuing of any approvals required pursuant to paragraph 9 of Part 2 of this Schedule 4 to this Deed in respect of that DMS Unit;
"DMS Owner"	the owner(s) of an individual DMS Unit pursuant to a disposal completed in accordance with paragraph 9 of Part 2 of this Schedule;
"DMS Unit"	an Affordable Housing Unit which shall be sold to one or more Qualifying Resident at a price equal to 80% (eighty per cent) of the Market Value;
"DMS Unit Commuted Sum"	(if applicable) the sum to be paid by the Owner to the Council in lieu of the provision of a DMS Unit(s) which shall be calculated at 20% (twenty percent) of the Market Value of the relevant DMS Unit as at the date of calculation pursuant to paragraph 9.6 of Part 2 of this Schedule 4;
"Eligible Persons"	an individual who is unable to afford to purchase a home that meets their needs on the open market;
"First Home" or "First Homes"	a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Homes Discount Market Price and which on its first First Home Disposal does not exceed the First Home Price Cap;
"First Home Owner"	the person or persons having the freehold or leasehold interest (as applicable) in a First Homes Unit other than: (d) the Developer; or (e) another developer or other entity to which the freehold interest or leasehold interest in a First Homes Unit or in the land on which a First Homes Unit is to be provided has been transferred before that First Homes Unit is made available and is disposed of for occupation as a First Home; or

(f) a tenant or sub-tenant of a permitted letting under paragraph 4 of Part 3 of this Schedule 4;

(g)

"First Home Price Cap" the amount for which a First Homes Unit is sold after the application of the First Homes Discount Market Price which on its first First Homes Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;

"First Homes Administration Charge" the reasonable and proper costs incurred by the Council in consideration of the following:

(h) the consideration of the evidence supplied by any purchaser of meeting the First Homes Eligibility Criteria (National) and First Homes Eligibility Criteria (Local);

(i) the consideration of the evidence supplied by the Owner of the First Home in relation to the First Homes Discount Market Price; and

(j) the provision of any Compliance Certificate;

(k)

"First Homes Discount Market Price" a sum which is the Market Value discounted by at least 30%;

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

(l) a letting or sub-letting in accordance with paragraph 4 of Part 3 of this Schedule 4;

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

(n) a First Homes Exempt Disposal

(o)

and Disposal and **Disposed** and **Disposing** shall be construed accordingly in provisions relating to First Homes;

"First Homes Eligibility Criteria (National)" criteria which are met in respect of a purchase of a First Homes Unit if:

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

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

(r)

"First Homes Eligibility Criteria (Local)" criteria published by the Council in the document entitled "First Homes Provision Statement Kirklees Council December 2021" which are met in respect of a First Homes Disposal of a First Home if:

(s) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and

(t) either or both of criteria (i) and (ii) below are met:

(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member;

(u)

"First Homes Exempt Disposal" the Disposal of a First Homes Unit in one of the following circumstances:

(v) a Disposal to a spouse or civil partner upon the death of the First Home Owner;

(w) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Home Owner;

(x) Disposal to a former spouse or former civil partner of a First Home Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order

upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;

(y) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 5 of Part 3 of this Schedule 4 shall apply to such sale);

(z)

PROVIDED THAT in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 4 of Part 3 of this Schedule 4;

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

"First Homes Unit" a Dwelling identified as a First Home on an approved Affordable Housing Plan and which shall be provided as a First Home in accordance with Part 3 of this Schedule 4;

"First Time Buyer" means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

"Homes England" means the Homes and Communities Agency (which trades as Homes England) being a body corporate created by Section 1 of the Housing and Regeneration Act 2008 or its successor to the functions relevant to this Schedule 4;

"Income Cap (Local)" £80,000.00 (eighty thousand pounds) or such other local 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 it being acknowledged at the date of this agreement that the Council has not set an Income Cap (Local);

"Income Cap (National)" £80,000.00 (eighty thousand pounds) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

"Initial Disposal" means the first Disposal of a First Homes Unit following its Practical Completion**;**

"Intermediate Dwellings"	means together the DMS Units, Rent to Buy Units and Shared Ownership Units;
"Local Connection Criteria"	criteria which are met by a person who satisfies one or more of (a) to (g) below: (aa) currently lives in Kirklees as their primary residence and has done so for the past 3 years; (ab) previously lived in Kirklees as their primary residence for at least 5 years cumulatively within the past 10 years; (ac) has Close Family ordinarily resident in Kirklees and that Close Family has been ordinarily resident in the locality for the past 3 years; (ad) needs to move to Kirklees to receive or provide care or support; (ae) is employed full time on a permanent basis for more than 16 hours per week in Kirklees or is about to take up an offer of permanent full-time employment in Kirklees; (af) needs to move to Kirklees to be close to local facilities because of a specific identified need; (ag) has some other connection to Kirklees as approved by the Council in writing; (ah) OR such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" (or equivalently so titled) and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the 'Local Connection Criteria" which shall apply to that Disposal;
"Locality"	means the district of Kirklees;
"Market Dwellings"	means a Dwelling which is not an Affordable Housing Unit;
"Marketing Strategy"	means the strategy to be approved by the Council pursuant to paragraph 3.13 of Part 3 of this

Schedule 4 and to detail the marketing measures to be undertaken to dispose of the First Home to Qualifying Person upon a first disposal;

“Market Value” means the open market value as assessed by a Valuer in accordance with the RICS Valuation - Professional Standards (as applicable at the date of assessment or any such replacement guidance issued by the Royal Institution of Chartered Surveyors) and agreed between the Council and the Owner as being the open market value of an Affordable Housing Unit, being the price at which the sale of an interest in the Affordable Housing Unit would have been completed unconditionally for cash consideration on the date of the valuation assuming:

(ai) a willing seller;

(aj) that any restrictions imposed on the Dwelling by reason of this Deed are disregarded;

(ak) that there are no restrictions as to the persons who may occupy the Affordable Housing Unit or to whom a transfer or lease may be granted or assigned; and

(al) that both parties to the transaction had acted knowledgeably prudently and without compulsion;

(am)

"Nominations Agreement" an agreement between the Council and the Owner detailing the selection and prioritisation of tenants and occupiers of the Affordable Rented Dwellings or Social Rented Dwellings (as applicable);

“Protected Tenant” any tenant who:

(an) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

(ao) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

(ap) has been granted a shared ownership lease (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered

Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares so that the tenant owns the entire Affordable Housing Unit; or

(aq) any successor in title to any of (a) (b) or (c) above;

(ar)

"Qualifying Person" a person who meets the First Homes Eligibility Criteria (National) and the First Homes Eligibility Criteria (Local);

"Qualifying Resident" a person(s) who:

(as) is a first-time buyer (or in the case of joint purchasers, each joint purchaser is a first-time buyer) and 'first-time buyer' shall have the meaning given by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

(at) has an annual household income (or in the case of a joint purchase, the joint purchasers' combined annual gross income) which does not exceed £80,000.00; and

(au) will Occupy the DMS Unit as their sole or main residence

or who satisfies such other criteria as may be published by the Council or agreed in writing between the Owner and the Council from time to time and which is in operation at the time of the relevant disposal;

"Registered Provider" a registered provider of social housing as defined in the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner and approved by the Council;

"Rented Dwellings" together the Social Rented Dwellings and the Affordable Rented Dwellings;

"Rent to Buy Landlord" the landlord of a Rent to Buy Tenancy and its successors in title;

"Rent to Buy Tenancy" in relation to a Rent to Buy Unit any assured shorthold tenancy entered into between a Rent to Buy Landlord and a Rent to Buy Tenant in respect of that Rent to Buy Unit;

“Rent to Buy Tenant”	a person to whom a Rent to Buy Unit is let pursuant to the provisions of Part 2 of this Schedule 4;
“Rent to Buy Units”	the Affordable Housing Units to be provided pursuant to a Rent to Buy Tenancy;
"RP Dwelling"	together Social Rented Dwellings, Affordable Rented Dwellings, Shared Ownership Units and/or Rent to Buy Units (and for the avoidance of doubt shall not include any Affordable Housing Units being provided through a Build to Rent Affordable Scheme other than through a Registered Provider);
“SDLT”	Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
“Shared Ownership Lease”	such lease as shall from time to time be in accordance with the Homes England model form of shared ownership lease or such other successor bodies model form of lease;
“Shared Ownership Units”	the Affordable Housing Units to be sold on the basis of a Shared Ownership Lease;
“Social Rent”	a rent set in line with the Government’s rent policy for social rented affordable housing to be owned and let by a Registered Provider;
“Social Rented Dwellings”	the Affordable Housing Units to be made available for letting at a Social Rent;
“SPD”	the Council’s Affordable Housing and Housing Mix SPD dated March 2023;
“Valuation”	an independent assessment of the Market Value of a Rent to Buy Unit prepared by a Valuer;
“Valuer”	a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by (in the case of a Rent to Buy Unit) the Rent to Buy Landlord, (in the case of a First Homes Unit) the First Home Owner and (in the case of a DMS Unit) the person disposing of that DMS Unit and (in each case) acting in an independent capacity.

Part 2
(Affordable Housing Units)

1. General Provisions

1.1. The Owner shall construct the Affordable Housing Units in accordance with the Reserved Matters Approval and all applicable regulatory requirements relating to the construction of Affordable Housing.

1.2. The Owner shall notify the Council of the Practical Completion of each Affordable Housing Unit within 10 Working Days thereof.

2. Quantum of Affordable Housing

2.1. The Owner shall provide or procure that not less than 20% (twenty percent) of the total number of Dwellings forming part of the Development shall be provided as Affordable Housing Units.

2.2. Subject to paragraph 4.6, the Owner shall not Occupy more than:

2.2.1. 25% of the Market Dwellings in the Development until 15% of the Affordable Housing Units have been Practically Completed;

2.2.2. 50% of the Market Dwellings in the Development until 50% of the Affordable Housing Units have been Practically Completed;

2.2.3. 75% of the Market Dwellings in the Development until 88% of the Affordable Housing Units have been Practically Completed; and

2.2.4. 90% of the Market Dwellings in the Development until all of the Affordable Housing Units have been Practically Completed.

2.3. (Without prejudice to paragraph 2.2 above) nothing in this Schedule 4 shall prevent any of the Market Dwellings from being voluntarily provided as Affordable Housing in addition to the Affordable Housing Units and in such case such Market Dwellings:

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

2.3.2. shall not comprise Affordable Housing Units for the purposes of this Deed

PROVIDED ONLY that the Owner notifies the Council in writing prior to the first Occupation of any such Market Dwellings as Affordable Housing.

3. Affordable Housing Plan

3.1. Subject to paragraphs 3.4 and 3.5, the first Reserved Matters Application for the Dwellings shall be accompanied by an Affordable Housing Plan.

3.2. Any Affordable Housing Plan shall comply with the following tenure mix requirements in respect of the Affordable Housing Units (to the nearest whole Dwelling):

3.2.1. 25% (twenty five percent) as First Homes;

3.2.2. 55% (fifty five percent) as Social Rented Dwellings or Affordable Rented Dwellings; and

3.2.3. 20% (twenty percent) as Intermediate Dwellings

unless otherwise agreed in writing between the Owner and the Council.

3.3. The Owner shall not Commence Construction of any Dwellings unless and until the Council has approved in writing the Affordable Housing Plan or Build to Rent Affordable Scheme for the relevant Dwellings.

3.4. The Owner may at any time prior to the submission of a Reserved Matters Application for any Dwellings serve a Build to Rent Notice on the Council notifying the Council of its intention to construct all or part of the Dwellings as Build to Rent.

3.5. Where the Owner serves a Build to Rent Notice, the Owner shall prepare and the Owner and Council shall cooperate so as to agree a Build to Rent Affordable Scheme relating to the relevant Dwellings.

3.6. The Build to Rent Affordable Scheme pursuant to paragraph 3.5 shall be in accordance with Build to Rent Guidance and shall not impose any requirements for Affordable Housing which are more onerous than the requirements contained in Part 2 of this Schedule.

4. **Contract**

4.1. Before the Commencement of Development the Owner shall offer to enter into negotiations with one or more Registered Provider(s) and thereafter use reasonable endeavours to enter into a Contract in respect of the RP Dwellings.

4.2. In the event that:

4.2.1. the Owner has marketed the RP Dwellings to at least three Registered Providers and used reasonable endeavours to enter into a Contract for a minimum of 6 (six) calendar months; and

4.2.2. the Owner has not entered into a Contract with a Registered Provider in respect of one or more of those RP Dwellings,

the Owner may notify the Council of such fact in writing ("**Notification**") providing details of the relevant RP Dwellings ("**First Stage Non-contracted Units**") and evidence of attempts to successfully enter into a Contract with at least three Registered Providers.

4.3. The Council may within 20 Working Days of receipt of a Notification nominate up to three additional Registered Providers and thereafter the Owner shall use reasonable endeavours to enter into a Contract with those additional Registered Providers (or any other Registered Providers) in respect of the First Stage Non-contracted Units.

4.4. If at the expiry of a three month period beginning with the date of the Notification (or shorter period agreed with the Council) any of the First Stage Non-contracted Units are not yet the subject of a Contract ("**Second Stage Non-contracted Units**") then (provided the Owner has complied with paragraph 4.3):

4.4.1. the Owner shall be permitted to enter into a Contract in respect of the Second Stage Non-contracted Units with any Registered Provider of its own choosing;

4.4.2. if requested by the Owner, the Owner and the Council shall enter into negotiations for an alternative arrangement to satisfy the Owner's obligation for the provision of Affordable Housing in respect of the Second Stage Non-contracted Units which may include (but shall not be limited to) one or more of the following mechanisms:

4.4.2.1. a variation of the approved Affordable Housing Plan; and/or

4.4.2.2. the payment of an Affordable Housing Contribution in lieu of provision.

4.5. If at the expiry of a six month period beginning with the date of the Notification (or shorter period agreed with the Council) any of the Second Stage Non-contracted Units are not the subject of a Contract then the Owner may pay an Affordable Housing Contribution in lieu of provision.

4.6. In the event that the Owner is entitled to pay an Affordable Housing Contribution pursuant to either paragraph 4.4.2.2 or paragraph 4.5 above:

4.6.1. the Affordable Housing Contribution in respect of each applicable Second Stage Non-contracted Unit shall be calculated by multiplying the GIA of the applicable Second Stage Non-contracted Unit(m^2) by the most recent median build costs for Kirklees published by the RICS Build Cost Information Service (BCIS) (£/m^2) plus 15% (fifteen percent); and

4.6.2. upon receipt by the Council of payment of both (i) the Affordable Housing Contribution and (ii) the Administration Charge in respect of any Second Stage Non-contracted Unit the Owner shall be free to dispose of that Second Stage Non-contracted Unit on the open market free of the provisions in this Schedule 4 (and the relevant Affordable Housing Unit will be deemed to be Practically Completed for the purposes of paragraph 2.2).

5. **Affordable Rented Dwellings**

5.1. The following provisions of this paragraph 5 shall apply to any Affordable Housing Units that are to be provided as Affordable Rented Dwellings in accordance with an approved Affordable Housing Plan.

5.2. The Owner shall not let or otherwise permit the letting of any Affordable Rented Dwellings to any person(s) other than in accordance with the following:

5.2.1. at an Affordable Rent; and

5.2.2. the rent at each re-letting shall be calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.

5.3. The Owner shall not Occupy any Affordable Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement to be agreed with the Council.

6. **Social Rented Dwellings**

6.1. The following provisions of this paragraph 6 shall apply to any Affordable Housing Units that are to be provided as Social Rented Dwellings in accordance with an approved Affordable Housing Plan.

6.2. The Owner shall not let or otherwise permit the letting of any Social Rented Dwellings to any person(s) other than at a Social Rent.

6.3. The Owner shall not Occupy any Social Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement (unless otherwise agreed in writing by the Council).

7. **Shared Ownership Units**

7.1. No Shared Ownership Unit shall be Occupied otherwise than by an Eligible Person pursuant to a Shared Ownership Lease.

7.2. Every time a Shared Ownership Unit shall become available for Occupation again in the future it shall be allocated to Eligible Persons on the same terms as expressed in paragraph 7.1 above.

8. **Rent to Buy Units**

8.1. No Rent to Buy Units shall be Occupied otherwise than pursuant to the terms of a Rent to Buy Tenancy.

8.2. In the event that a Rent to Buy Tenant has remained a tenant of the same Rent to Buy Unit for a continuous period of five years then following the expiry of that five year period:

8.2.1. the Rent to Buy Tenant may submit a request to the Rent to Buy Landlord to purchase the applicable Rent to Buy Unit;

8.2.2. (save only in in exceptional circumstances (to be agreed in writing between the Rent to Buy Landlord and the Council)) in the event that the Rent to Buy Tenant submits such a request then the Rent to Buy Landlord shall make an offer in principle to sell the Rent to Buy Unit to the Rent to Buy Tenant at a price equal to the Market Value of the Rent to Buy Unit at the date of the proposed sale to be established via the Valuation referred to in paragraph 8.2.3;

8.2.3. in the event that the Rent to Buy Tenant accepts an offer in principle to purchase the Rent to Buy Unit pursuant to paragraph 8.2.2 above the Rent to Buy Landlord shall obtain a Valuation and provide a copy of the Valuation to the Right to Buy Tenant together with a detailed offer to sell the Rent to Buy Unit to the Rent to Buy Tenant at a purchase price reflecting the Valuation and subject to such matters and upon such reasonable terms and conditions as the Rent to Buy Landlord is advised by its legal advisers should be included in such sale and purchase documentation.

8.3. Following the expiry of the initial five year period referred to in paragraph 8.2 above, in the event that the Rent to Buy Tenant has not purchased the Rent to Buy Unit, the Rent to Buy Landlord may at its discretion:

8.3.1. retain the Rent to Buy Unit and continue to let the Rent to Buy Unit on a Rent to Buy Tenancy;

8.3.2. retain the Rent to Buy Unit and let the same at either an Affordable Rent or open market rent or on a Shared Ownership Lease; and/or

8.3.3. sell the Rent to Buy Unit on the open market **PROVIDED ALWAYS** that the current Rent to Buy Tenant at that time shall be given the right of first refusal.

9. **Discount Market Sale Units**

9.1. The Owner shall provide the Council with notice of sales release dates not less than 6 (six) weeks prior to the date upon which the Owner proposes to release each DMS Unit(s) for disposal.

9.2. Prior to the first disposal of any DMS Unit the Owner shall submit to the Council for approval details of that DMS Unit's Market Value and Discounted Price and shall not dispose of the DMS Unit unless the Market Value and Discounted Price have been approved in writing by the Council.

9.3. The Owner shall not dispose of any DMS Unit otherwise than at the Discounted Price and to a person who at the date of their first Occupation is a Qualifying Resident.

9.4. The first disposal of a DMS Unit shall contain a restriction that subject to paragraph 9.5 and 9.6 of this Part 2 of Schedule 4 no further disposal to a third party shall take place other than to a Qualifying Resident at a price not exceeding the Discounted Price applicable as at that time and further that no such transfer shall be registered at the land registry without the inclusion of a restriction in the following terms:

"no disposition of the registered estate (other than by a chargee) by the proprietor of the registered estate is to be registered without a certificate signed by the Council's Affordable Housing Officer (or such other Officer duly authorised by the Council to give such a certificate) confirming that the provisions of paragraph [ ] of Part 2 of Schedule 4 of the Deed dated [ ] and made between [ ] have been fully complied with".

and the Owner shall provide evidence to the Council that such restriction has been entered no later than 28 days following the date of disposal.

9.5. No first or subsequent disposal of a DMS Unit shall be completed and no such disposal shall be registered at the Land Registry unless the Council has provided its approval in writing to such registration **PROVIDED THAT** such consent shall be given forthwith upon receipt by the Council of:

9.5.1. evidence that the disponee is (or in the case of joint disponees both of the disponees are) a Qualifying Resident;

9.5.2. certification by the solicitor or licenced or other authorised conveyancer acting for the disponee(s) that any consideration expressed to be given for the DMS Unit by the disponee did not exceed the Discounted Price **PROVIDED ALWAYS THAT** in the case of a subsequent disposal the Discounted Price the certificate given by a Valuer is dated not more than 6 (six) months before the date of such disposal; and

9.5.3. payment of the DMS Administration Charge.

9.6. In the event that:

9.6.1. despite using reasonable endeavours to do so the Owner:

9.6.1.1. (on the first disposal of a DMS Unit) has not exchanged a binding contract for the sale of a DMS Unit within a period of 9 (nine) calendar months from the date the DMS Unit was first offered for disposal; or

9.6.1.2. (by a successor in title to a DMS Unit) has not exchanged a binding contract for the sale of a DMS Unit within a period of 6 (six) calendar months from the date the DMS Unit was first offered for disposal and

9.6.2. the Owner has produced evidence in writing to the reasonable satisfaction of the Council that it has used such reasonable endeavours throughout the 9 (nine) / 6 (six month period (as applicable)

the Owner may offer such DMS Unit for sale on the open market free from the restrictions in this schedule but the provisions of paragraph 9.7 of this Schedule shall apply **PROVIDED ALWAYS** that it has first paid the applicable DMS Unit Commuted Sum to the Council.

9.7. Upon receipt of a DMS Unit Commuted Sum the Council shall:

9.7.1. within 20 Working Days of such receipt provide such reasonable written consent as is necessary to accompany an application to remove the restriction on the title set out in paragraph 9.4;

9.7.2. apply such DMS Unit Commuted Sum towards the provision of Affordable Housing within the Council's administrative area.

9.8. Each DMS Unit shall be used only as the main residence of the DMS Owner and shall not be let or otherwise disposed of other than in accordance with the terms of this paragraph 9 **PROVIDED THAT** the letting of a DMS Unit shall be permitted only in accordance with paragraphs 9.9 and 9.10 below.

9.9. The DMS Owner may let that DMS Unit for a fixed term of no more than two (2) years **PROVIDED THAT:**

9.9.1. the DMS Owner gives prior notice in writing to the Council before the DMS Unit is Occupied by the prospective tenant; and

9.9.2. the DMS Owner may let the DMS Unit pursuant to this paragraph more than once during that DMS Owner's period of ownership but the aggregate of such lettings during an Owner's period of ownership may not exceed two (2) years.

9.10. In addition to paragraph 9.9, a DMS Owner may let or sub-let their DMS Unit for any period provided that the DMS Owner first notifies the Council and the Council consents in writing to the proposed letting **PROVIDED THAT** the Council shall not withhold such consent in any of the circumstances below:

9.10.1. the DMS Owner is reasonably required to live in accommodation other than their DMS Unit for the duration of the letting or sub-letting for the purposes of employment;

9.10.2. the DMS Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

9.10.3. the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

9.10.4. the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

9.10.5. the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

9.10.6. the DMS 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.

9.11. A letting or sub-letting permitted pursuant to paragraph 9.9 or 9.10 must be by way of a written lease or sub-lease (as the case may be) of the whole of the DMS Unit on terms which expressly prohibit any further sub-letting other than in accordance with this Deed.

9.12. Nothing in this paragraph 9 prevents an DMS Owner from renting out a room within their DMS Unit or from renting out their DMS Unit as temporary sleeping accommodation provided that the DMS Unit remains at all times the DMS Owner's main residence.

10. **First Homes Units**

10.1. The Owner shall not Dispose of or Occupy any Affordable Housing Units that are to be provided as First Homes Units in accordance with an approved Affordable Housing Plan other than in accordance with Part 3 of this Schedule 4.

11. **Build to Rent**

11.1. The Owner shall comply with any approved Build to Rent Affordable Scheme.

12. **Exclusions to this Part 2 of Schedule 4**

12.1. The obligations in Part 2 of this Schedule 4 shall not be binding on:

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

12.1.2. any Chargee (subject only to compliance with the Chargee's Duty); or

12.1.3. any purchaser of an individual Affordable Housing Unit from a Chargee or any mortgagee or person deriving title from that purchaser; or

12.1.4. any tenant of an Affordable Housing Unit comprised in a Build to Rent Affordable Scheme save as may be specified in that Build to Rent Affordable Scheme.

12.2. This Schedule 4 shall not be binding on a Chargee **PROVIDED THAT**:

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

12.2.2. if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the obligations in this Schedule 4 which thereafter will determine absolutely in respect of such Affordable Housing Unit(s).

13. **Council Covenants**

13.1. The Council covenants that if any of the sums received pursuant to this Schedule or any part thereof have not been expended within 12 months of the date of receipt in respect of each Administration Charge then the Council shall within 20 Working Days repay the unspent balance to the Designated Body together with any interest accrued thereon from the date of payment by the Owner to the Council to the date of repayment by the Council to the Owner.

Part 3
First Homes

1. **First Homes Standards**

1.1 The First Homes Units shall not be visually distinguishable from the Market Dwellings based upon their external appearance.

1.2 The internal specification of the First Homes Units shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings **PROVIDED THAT** (subject to that requirement) variations to the internal specifications of the First Homes Units shall be permitted.

2. **Type and Distribution**

2.1. The mix of First Homes Units provided within the Development shall be in accordance with the approved Affordable Housing Plan.

3. **Delivery Mechanism**

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

3.1.1. the First Homes Eligibility Criteria (National); and

3.1.2. the First Homes Eligibility Criteria (Local).

3.2. If after a First Homes Unit has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to its Practical Completion) it has not been possible to find a willing purchaser who meets the First Homes Eligibility Criteria (Local) (if any), paragraph 3.1.2 shall cease to apply.

3.3. Subject to paragraphs 3.6 to 3.10, no First Homes Unit shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee.

3.4. No First Homes Unit shall be Disposed of (whether on a first or any subsequent sale) unless and until:

3.4.1. The Council has been provided with evidence that:

3.4.1.1. the intended purchaser meets the First Homes Eligibility Criteria (National) and unless paragraph 3.2 applies meets the First Homes Eligibility Criteria (Local) (if any);

3.4.1.2. the First Homes Unit is being Disposed of as a First Home at the First Homes Discount Market Price; and

3.4.1.3. the transfer of the First Homes Unit includes:

i) a definition of the “Council” which shall be “the Council of the Borough of Kirklees of Town Hall, Huddersfield, West Yorkshire"

ii) a definition of "First Homes Provisions" in the following terms:

“means the provisions set out in Part 3 of Schedule 4 of the Section 106 Agreement a copy of which is attached hereto as the Annexure.”

iii) A definition of "Section 106 Agreement" in the following terms:

"means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [DATE OF THIS DEED] made between (1) the Council of the Borough of Kirklees and (2) C. C. Projects;"

iv) a provision that the First Homes Unit is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Homes Unit or any part of it other than in accordance with the First Homes Provisions;

v) a copy of the First Homes Provisions in an Annexure; and

vi) the First Homes Administration Charge has been paid to the Council by the Owner, being the

Developer in respect of the Initial Disposal and the First Homes Owner on all subsequent disposals;

3.4.2. the Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 3.3 and 3.4.1 have been met.

3.5. On the first Disposal of each and every First Homes Unit the Owner shall apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Homes Unit of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by The Council of the Borough of Kirklees of Town Hall, Huddersfield, West Yorkshire or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

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

3.6.1. the First Homes Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 3.1 and 3.2 (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 reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 3.3 and 3.4.1; or

3.6.2. requiring the First Home Owner to undertake active marketing for the period specified in paragraph 3.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Home Owner undue hardship.

3.7. Upon receipt of an application served in accordance with paragraph 3.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the First Homes Discount Market Price.

3.8. If the Council is satisfied that either of the grounds in paragraph 3.6 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 3.6 that the relevant Dwelling may be Disposed of:

3.8.1. to the Council at the First Homes Discount Market Price; or

3.8.2. (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 Schedule 4 which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 3.10 which shall cease to apply on receipt of payment of the Additional

First Homes Contribution by the Council where the relevant Dwelling is disposed of other than as a First Home.

3.9. If the Council does not wish to acquire the relevant First Homes Unit itself and is not satisfied that either of the grounds in paragraph 3.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.6 serve notice on the owner of the First Homes Unit 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) **PROVIDED THAT** if at the end of that period the owner of the First Homes Unit has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 3.6 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.

3.10. Where a First Homes Unit is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 3.8 or 3.9 above the Owner of the First Homes Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

3.11. Upon receipt of the Additional First Homes Contribution the Council shall:

3.11.1. within 20 Working Days of such receipt provide a completed application to enable the removal of the restriction on the title set out in paragraph 3.5 where such restriction has previously been registered against the relevant title; and

3.11.2. apply all monies received towards the provision of Affordable Housing within the Council's administrative area.

3.12. Any person who purchases a First Homes Unit free of the restrictions in this Schedule 4 pursuant to the provisions in paragraphs 3.8 and 3.9 shall not be liable to pay the Additional First Homes Contribution to the Council.

3.13. Prior to the Initial Disposal of a First Home the Owner shall submit to the Council the Marketing Strategy for the Council's approval and thereafter the First Homes shall be disposed of according to the terms of the Marketing Strategy.

4. **Use of the First Homes**

4.1. Each First Homes Unit shall be used only as the main residence of the First Home Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed **PROVIDED THAT** letting or sub-letting shall be permitted in accordance with paragraphs 4.1.1 – 4.1.4 below.

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

4.1.2. In addition, a First Home Owner may let or sub-let their First Homes Unit for any period provided that the First Home Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting and in such case the Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of the circumstances (4.1.2.1 – 4.1.2.6) below:

4.1.2.1. the First Home 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;

4.1.2.2. the First Home Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

4.1.2.3. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

4.1.2.4. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

4.1.2.5. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

4.1.2.6. the First Home 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.

4.1.3. A letting or sub-letting permitted pursuant to paragraph 4.1.1 or 4.1.2 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.

4.1.4. Nothing in this paragraph 4 prevents a First Home Owner from renting a room within their First Home or from renting their First Homes Unit as temporary sleeping accommodation provided that the First Homes Unit remains at all times the First Home Owner's main residence.

5. **Exclusions and Release**

5.1. The obligations in paragraphs 1 to 4 of Part 3 of this Schedule 4 in relation to First Homes Units shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security or any administrator (howsoever appointed (each a 'FH Receiver')) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or FH Receiver **PROVIDED THAT**:

5.1.1. such First Homes Mortgagee or FH Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Homes Unit; and

5.1.2. once notice of intention to Dispose of the relevant First Homes Unit has been given by the First Homes Mortgagee or FH Receiver to the Council the First Homes Mortgagee or FH Receiver shall be free to sell that First Homes Unit at its full Market Value and subject only to paragraph 5.1.3; and

5.1.3. following the Disposal of the relevant First Homes Unit the First Homes Mortgagee or FH Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution; and

5.1.4. following receipt of notification of the Disposal of the relevant First Homes Unit the Council shall:

5.1.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 3.5; and

5.1.4.2. apply all such monies received towards the provision of Affordable Housing.

5.2. Paragraphs 1 and 2 of Part 3 of this Schedule 4 shall not apply to a First Home Owner.

5.3. Paragraphs 3, 4 and 5 of Part 3 of this Schedule 4 apply as set out therein but and for the avoidance of doubt where a First Homes Unit is owned by a First Home Owner they shall apply to that First Home Owner only in respect of the First Home owned by that First Home Owner.

Schedule 5
Biodiversity

1. **Definitions**

1.1. In this Schedule 5 the following terms have the following meanings:

"BEMP"	a biodiversity management and enhancement plan detailing: (a) details of the biodiversity habitat creation and/or enhancement proposed; and (b) a detailed management and maintenance regime to secure such biodiversity habitat for a period of 30 years;
"Biodiversity Assessment"	together: a) an assessment (including Biodiversity Metric calculations) which sets out details of the predevelopment biodiversity value of the Site (being the biodiversity value of the Site prior to the earlier of (i) the beginning of the Development (within the meaning of Section 56 of the 1990 Act), (ii) the undertaking of any works associated with the Development including the works identified as "enabling works" in Condition 1 of the Planning Permission, and (iii) the commencement of the clearance of hedgerows, trees and shrubs, or any other features of potential ecological importance within the Site); b) details of measures to protect any habitats to be retained within the Site during construction works (including site clearance and enabling works); and c) up to date and comprehensive ecological surveys (including surveys of protected species) as required by Condition 24 of the Planning Permission
"Biodiversity Metric"	the DEFRA biodiversity metric as applicable at the time of the Biodiversity Assessment;
"Biodiversity Net Gain Requirement"	a 10% gain in the number of Biodiversity Units based on the values set out within the Biodiversity Assessment;
"Biodiversity Unit"	the product of the size of an area and the distinctiveness and condition of the habitat it comprises to provide a measure of ecological value, calculated using the Biodiversity Metric;

"Offsite BEMP"	a biodiversity management and enhancement plan detailing the biodiversity habitat creation or enhancement proposed on all or part of the Offsite BNG Land (as identified in the Offsite BEMP by reference to a plan) such plan to include a detailed management and maintenance regime to secure such biodiversity habitat for a period of not less than 30 years;
"Offsite BNG Land"	the Ancient Woodlands Buffer (as defined in Schedule 3);
"Skylark Plots"	2 plots located in accordance with the Skylark Plot Plan to be prepared and maintained for skylarks in accordance with the Skylark Plot Requirements
"Skylark Plot Plan"	a plan showing the proposed location of the Skylark Plots on the Skylark Land to accord with the Skylark Plot Requirements
"Skylark Plot Requirements"	the following requirements for the Skylark Plots: (a) plots to be a minimum of 16 square metres in area and 3 metres wide (e.g. 4x4m, or 3x6m) (b) plots to be at a minimum density of 2 plots per ha. (c) plots to be at least 50m from field boundaries and margins, and not connected to tramlines; and (d) plots to be created by switching off or lifting up the drill to create undrilled patches (or, if necessary, by spraying of herbicide after drilling) or such other requirements as may approved in writing by the Council from time to time.

2. **Biodiversity Assessment**

2.1. On or before the earlier of:

2.1.1 the date on which the Development is begun (within the meaning of Section 56 of the 1990 Act);

2.1.2 the date on which any works associated with the Development including the works identified as "enabling works" in Condition 1 of the Planning Permission are begun;

2.1.3 the commencement of clearance of hedgerows, trees and shrubs, or any other features of potential ecological importance within the Site; or

2.1.4 the submission of the first Reserved Matters Application

the Owner shall submit the Biodiversity Assessment to the Council and the Owner shall not begin the Development (within the meaning of Section 56 of the 1990 Act) or undertake any works associated with the Development including the works identified as "enabling works" in Condition 1 of the Planning Permission or commence the clearance of hedgerows, trees and shrubs, or any other features of potential ecological importance within the Site until the Biodiversity Assessment has been approved in writing by the Council.

2.2 The Owner covenants with the Council to comply with the measures to protect any habitats to be retained within the Site during construction works (including site clearance and enabling works) approved as part of the Biodiversity Assessment.

3. **BEMP & Offsite BEMP**

3.1. The Owner shall not Commence Construction until a BEMP and (if applicable having regard to the mitigation hierarchy and endeavouring to meet the Biodiversity Net Gain Requirement by way of BEMP in preference to an Offsite BEMP where reasonably practicable) an Offsite BEMP (together to satisfy the Biodiversity Net Gain Requirement) have each been submitted to the Council by the Owner and approved in writing by the Council.

4. **On-Site Biodiversity Net Gain**

4.1. The Owner shall not Occupy more than 90% of the Dwellings (or comply with such other requirement for timing of provision as may be contained in the BEMP) until the Owner has completed the works of habitat creation and/or enhancement set out in the BEMP and has served notice on the Council confirming completion of such works.

4.2. From the date of notice served pursuant to paragraph 4.1, the Owner covenants to comply with the requirements of the BEMP (or any amended BEMP submitted by the Owner to the Council and approved by the Council) for a period of 30 years.

5. **Off-Site Biodiversity Net Gain**

5.1. Where an Offsite BEMP applies, the Owner shall not Occupy more than 90% of the Dwellings (or comply with such other requirement for timing of provision as may be contained in the Offsite BEMP) until the Owner has completed the works of habitat creation and/or enhancement set out in the Offsite BEMP and has served notice on the Council confirming completion of such works.

5.2. From the date of notice served pursuant to paragraph 5.1, the Owner covenants so as to bind the relevant part of the Offsite BNG Land identified in the relevant Offsite BEMP only to comply with the requirements of the Offsite BEMP (or any amended Offsite BEMP submitted by the owner of the relevant Offsite BNG Land from time to time to the Council and approved by the Council) for a period of 30 years.

6. **Skylark Plots**

6.1 The Owner shall not Occupy any of the Dwellings until:

6.1.1. the Skylark Plot Plan has been submitted to and approved in writing by the Council; and

6.1.2. the Skylark Plots have been provided in accordance with the approved Skylark Plot Plan and Skylark Plot Requirements; and

6.1.3. notice has been served on the Council confirming completion of the works pursuant to paragraph 6.1.2.

6.2 From the date of Occupation of the first Dwelling, the Owner covenants so as to bind the Skylark Land only to maintain and manage the Skylark Plots for a period of 30 years in accordance with the approved Skylark Plot Plan (or any amended Skylark Plot Plan as may be submitted by the owner of the Skylark Land from time to time to the Council and approved by the Council) and the Skylark Plot Requirements.

Schedule 6
Employment, Skills and Social Value

1. Definitions

1.1. In this Schedule 6 the following terms have the following meaning:

Construction Phase	the period between the Commencement of Development and the Practical Completion of the final Dwelling;
Construction Phase Employment, Skills and Social Value Plan	a plan relating to the construction of the Development which shall set out the measures by which the Development shall contribute towards the objectives of Local Plan Policy LP9 in relation to employment, skills and social value and which may include the following (or other measures at the Owner's discretion): a) the provision of training, work placements and apprenticeships; b) engagement protocols with the Council and Jobcentre Plus regarding recruitment and targeted recruitment towards specific groups; and c) education initiatives which may include partnerships with local colleges; or any amended plan submitted to the Council by the Owner and approved by the Council from time to time;
Monitoring Report	a written report setting out the measures taken by the Owner to comply with the Construction Phase Employment, Skills and Social Value Plan.

2. **Construction Phase Employment, Skills and Social Value Plan**

2.1. The Owner shall not Commence Development unless and until the Council has approved in writing the Construction Phase Employment, Skills and Social Value Plan.

2.2. At all times during the Construction Phase the Owner shall implement and promote (and where necessary take reasonable step to procure the implementation and promotion of) the approved Construction Phase Employment, Skills and Social Value Plan (or any revised plan submitted to the Council by the Owner and approved by the Council).

3. **Monitoring**

3.1. During the Construction Phase, the Owner shall submit a Monitoring Report to the Council every six months.

3.2. In the event that a Monitoring Report submitted pursuant to paragraph 3.1 above demonstrates that the principles and objectives of the approved Construction Phase Employment, Skills and Social Value Plan are not being achieved the Owner shall take into account any reasonable comments, recommendations and/or suggestions which are provided by the Council and the subsequent Monitoring Report shall demonstrate how such comments have been taken into account.

Executed as a Deed (but not delivered

Until the date of it) by the affixing of

THE COMMON SEAL of

THE COUNCIL OF THE BOROUGH OF

KIRKLEES

Authorised Sealing Officer

(A permanent Officer of the Council)

Executed as a deed by

C. C. PROJECTS

acting by two directors:

.....

Signature of Director

.....

Signature of Director

Appendix 1 – Plan 1

Appendix 2 – ~~Planning Permission~~Indicative Local Highway Improvement Plans

Appendix 3 - Bus Stop Infrastructure Audit

Appendix 4 – Skylark Land

Appendix 5 – Ancient Woodland Land

~~Appendix 6 – Indicative Local Highway Improvement Plans~~

Appendix 3- Parameter Plan

Junction ref.
A13398-T-002

Heybeck Lane

6Measement for existing foul sewer

Leeds Road

Dum Wood

For wider site proposals refer to stand alone outline planning application

Parameter Plan Legend

- Ancient woodland buffer zone (20m)
- Proposed vehicular access point
- 10m maximum building height
- 12m maximum building height
- Application boundary

Residential building heights:

10m maximum residential dwelling height = ridge line above ground level or equivalent to 2 full storeys + roof

12m maximum residential dwelling height = ridge line above ground level or equivalent to 3 full storeys + roof

N

1 : 750

0 15 30 45m

Contractor must verify all dimensions on site before commencing any work or shop drawings. If this drawing exceeds the quantities taken in any way the Architects are to be informed before the work is initiated. Only figured dimensions to be taken from this drawing. Do not scale off this drawing. Drawings based on Ordnance Survey and / or existing record drawings - design and drawing content subject to Site Survey, Structural Survey, Site Investigations, Planning and Statutory Requirements and Approvals. Authorised reproduction from Ordnance Survey Map with permission of the Controller of Her Majesty's Stationery Office. Crown Copyright reserved. Enjoy Design Ltd.

Notes.

00 Series General Arrangement Notes

1. Any areas indicated on the plans are approximate. They relate to the likely areas of the building at the current state of the design and are calculated using the stated eg(NIA) method from the Code of MEasuring Practice 5th Edition RICS/ISVA. Any decision to be made on the basis of these predictions, whether as to project viability, pre-letting, lease agreements or the like, should include due allowance for design development and building tolerances. Floor areas are subject to Planning, Building Control and other statutory approvals.

2. Any structural, services or fit out detail shown is for coordination only, refer to relevant Consultants/Clients information for details.

3. Refer to Enjoy NBS for full outline performance specification of Architectural Elements.

4. THE CONTENT OF THIS DRAWING IS FOR DESIGN INTENT AND REQUIRES FURTHER DESIGN DEVELOPMENT AND COORDINATION WITH ALL RELEVANT CONSULTANTS, SUB-CONTRACTORS, SPECIALIST DESIGNERS AND STATUTORY AUTHORITIES.

Rev.	Des.	By	Date	Ch.
C	General updated in line with email comments 07/02/20;	DH	14/02/20	RG
B	Woodland offset hatch amended;	DH	11/09/19	RG
A	Drawing legend updated;	DH	09/09/19	RG

Status: PLANNING

The Old Brewery
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Leeds
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www.enjoy-design.co.uk

Client: The Church Commissioners		Job No: 18,006
Project: Chidswell Masterplan		
Title: Parameter Plan - Heybeck Lane		
Date: 09/09/19	Scale: As indicated@A1	Checked by: RG
Drawing No: 00-211	Drawn By: DH	Revision: C

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Appendix 4- Illustrative Masterplan

Heybeck Lane

Leeds Road

Designated
Area for Play

3000

3000

6Measement for
existing foul sewer

Dum Wood

For wider site proposals refer to stand alone outline planning application

Legend

- Illustrative greenspace
- Existing ancient woodland, trees and hedgerows
- Ancient woodland buffer zone
- Illustrative tree planting
- Illustrative residential gardens
- Existing TPO to be removed
- Proposed application boundary
- Land under applicants ownership
- Existing Right of Way route
- Illustrative cycle route
- Illustrative estate road

Total indicative plots = 181

N

1 : 750

0 15 30 45m

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ILLUSTRATIVE PLAN

Rev.	Des.	By	Date	Ch.
D	General updated in line with email comments 07/02/20;	DH	14/02/20	RG
C	Legend updated;	DH	01/11/19	RG
B	Red line boundary updated;	DH	09/10/19	RG
A	General design update in line with latest proposals;	DH	04/09/19	RG

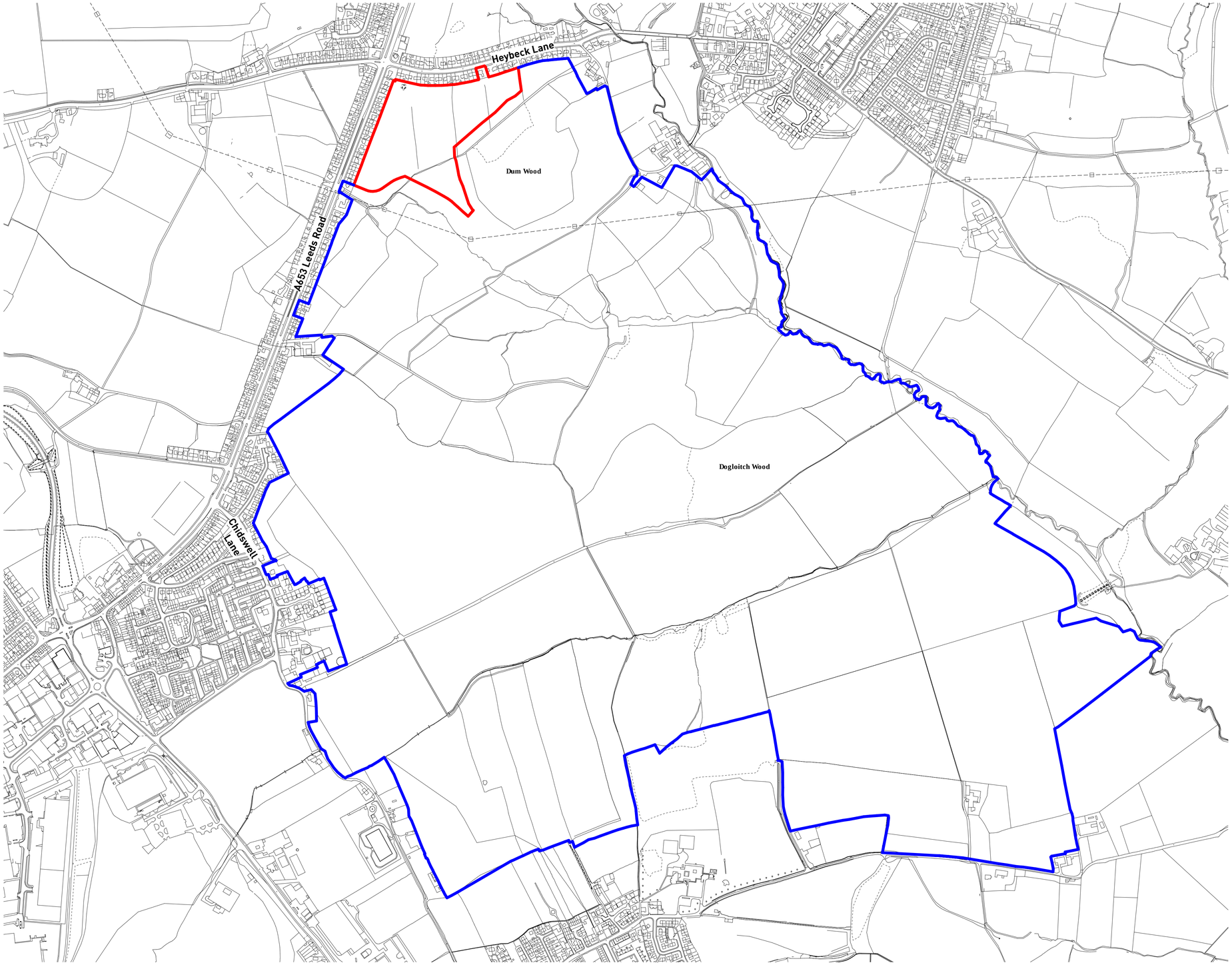
Status: PLANNING

The Old Brewery
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Tel: 0113 242 3622
www.enjoy-design.co.uk

Client: The Church Commissioners
Job No: 18,006
Project: Chidswell Masterplan
Title: Heybeck Lane, Illustrative Site Layout Plan
Date: 11/08/18
Scale: As indicated@A1
Checked by: RG
Drawing No: 00-101
Drawn By: DH
Revision: D

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Appendix 5- Site Location Plan



1 : 5000
0 100 200 300m

Contractor must verify all dimensions on site before commencing any work or shop drawings. If this drawing exceeds the quantities taken in any way the Architects are to be informed before the work is initiated. Only figured dimensions to be taken from this drawing. Do not scale off this drawing. Drawings based on Ordnance Survey and / or existing record drawings – design and drawing content subject to Site Survey, Structural Survey, Site Investigations, Planning and Statutory Requirements and Approvals. Authorised reproduction from Ordnance Survey Map with permission of the Controller of Her Majesty's Stationery Office. Crown Copyright reserved. Enjoy Design Ltd.

Notes.

Application boundary

Extents of land under applicants ownership

Rev.	Des.	By	Date	Ch.
B	Red line boundary updated;	DH	15/10/19	RG
A	Red line boundary updated;	DH	09/10/19	RG

Status: PLANNING

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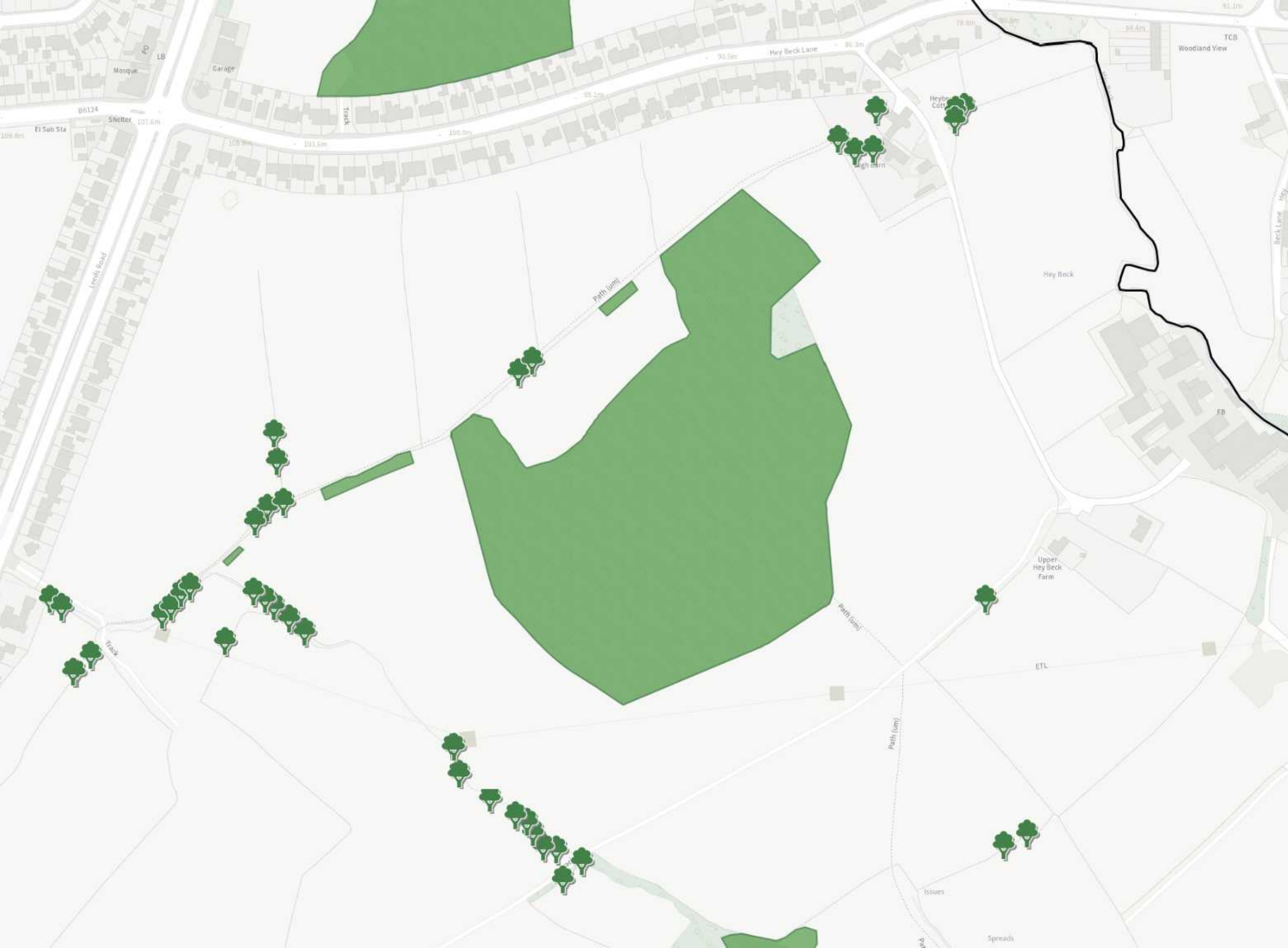
Date:	Scale:	Checked by:
04/09/19	1 : 5000@A1	RG
Drawing No:	Drawn By:	Revision:
00-501	DH	B

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Appendix 6- Informal Routes In Dum Wood


Footpath
Route 1
Route 2
Route 3
Route 4
Route 5
PRoW
PRoW
PRoW
1
2
3
4
5

Appendix 7- TPO Map


Hey Beck Lane
B6124
Mosque
Garage
Track
Shelter
El Sub Sta
Levels Road
Path (um)
Hey Beck
TCB
Woodland View
Upper Hey Beck Farm
ETL
Issues
Spreads
FB