

**Dated** 18 August **2023**

**(1) The Council of the Borough of Kirklees**

**and**

**(2) Richard Kershaw and Samantha Gill**

**and**

**(3) Redrow Homes Limited**

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**Agreement**

pursuant to Section 106 of the Town and Country

Planning Act 1990 relating to land at Bradley Villa Farm Bradley Road  
Huddersfield HD2 2JX

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Planning Ref: 2021/92086

**THIS DEED IS MADE** the

18

day of

August

2023

**BETWEEN:-**

1. **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA ("**the Council**");
2. **RICHARD KERSHAW** of Tib Netherend Farm, Colnebridge, Huddersfield HD5 0PX and **SAMANTHA GILL** of Fourlands Farm, 9 Little Lepton, Huddersfield, HD8 0LN ("**the Owner**"); and
3. **REDROW HOMES LIMITED** (Company registration No: 01990710) whose registered office is at St David's Park, Ewloe, Flintshire, CH5 3RX (hereinafter called "**the Developer**")

**WHEREAS**

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable
- B. The Owner is the freehold owner of the Site registered at the Land Registry under Title Number YY113385
- C. The Developer has an interest in the Site pursuant to an Agreement dated 30<sup>th</sup> October 2020 and made between (1) the Owner (2) the Developer and (3) Susan Patricia Kershaw
- D. The Owner by entering into this Deed does so to create planning obligations in respect of the Site as expressly set out in this Deed in favour of the Council pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained
- E. The Council agreed at its Strategic Planning Committee Meeting on 8<sup>th</sup> September 2022 to grant Planning Permission for the Development subject to the prior completion of this Deed
- F. The Site forms part of the HS11 Allocation. Policy LP5 of the Local Plan relates to master planning of sites where co-ordination of delivery of infrastructure and other policy mitigation measures are needed and overarching place shaping principles are imperative where there are multi-plot development and multiple owners

G. The Council acknowledges that the Owner has entered into a unilateral undertaking to ensure the cessation of odorous activity adjacent to the Site dated 13th June 2023 and consequently no such obligation is contained within this Deed

H. The Council would not have been willing to grant the Planning Permission but for this Agreement because of the need to secure:

- a. the transfer of the POS Area to a Management Company;
- b. the provision of thirty Social Rented Dwellings or Affordable Rented Dwellings, eleven Intermediate Dwellings and fourteen First Homes on the Site;
- c. the payment of the Early Years Education Contribution, the Primary Education Contribution, and the Secondary Education Contribution;
- d. the payment of the Sustainable Travel Contribution;
- e. the payment of the Off-Site Open Space Contribution commuted sum the need for which arises as a result of the Development;
- f. the payment of the Air Quality Contribution;
- g. the payment of the Biodiversity Net Gain Contribution;
- h. the payment of the Inspection Fee for inspection of the POS Area;
- i. the payment of the Bus Stop Contribution;
- j. the maintenance of the surface water drainage by a Management Company until adopted by the Water Company;
- k. the establishment of a Management Company for the management and maintenance of any land not within private curtilage or adopted by other parties and of infrastructure (including surface water drainage until formally adopted by the statutory undertaker);
- l. contributions to highways improvement at Bradley Bar roundabout;
- m. arrangements to maintain access at Shepherds Thorn Lane/Spine Road Junction;
- n. agreement to allow vehicular connection to the adjacent land (within the HS11 Allocation);
- o. the payment of the Cooper Bridge Contribution;
- p. implementation and monitoring of the Travel Plan;

- q. arrangements to ensure the cessation of odorous activity adjacent to the Site by way of a unilateral undertaking dated 13<sup>th</sup> June 2023;
- r. the payment of the Sports and Recreation Contribution; and
- s. the establishment of the Drainage Working Group.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. Definitions**

For the purposes of this Deed the following expressions shall have the following meanings:

- |                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Act”</b>                                 | means the Town and Country Planning Act 1990;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Additional First Homes Contribution”</b> | means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 2.9 and 2.10 of the Third Schedule, the lower of the following two amounts: <ul style="list-style-type: none"> <li>(a) 30% of the proceeds of sale; and</li> <li>(b) the proceeds of sale less the amount due and outstanding to any Chargee of the relevant First Home 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 Homes Owner to the Chargee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</li> </ul> <p>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 Homes Owner as a result of the disposal of the First Home other than as a First Home;</p> |
| <b>“Affordable Housing”</b>                  | housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Affordable Rent”</b>                     | Means the rent charged for an Affordable Rented Dwelling which is up to 80% of local market rent including service charge as calculated using the RICS approved valuation methods;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



**“Affordable Rented Dwellings”**

means rented housing provided by a Registered Provider and which complies with the definition of ‘Affordable Housing for Rent’ in annex 2 of the National Planning Policy Framework (February 2019) or any planning policy statement guidance notes or circulars which may supersede it and which is current at the date of this Deed and the term “Affordable Rented Dwelling” shall be construed accordingly;

**“Affordable Housing Units”**

means the 55 Dwellings to be provided on the Site and to be constructed in accordance with the Planning Permission and to be constructed and delivered as follows:

- (i) 30 Social Rented Dwellings or Affordable Rented Dwellings;
- (ii) 11 Intermediate Dwellings; and
- (iii) 14 First Homes and as identified on Plan 2;

**“Affordable Price”**

means the sum to be paid by the Registered Provider or Alternative Registered Provider to the Owner which shall reflect the range of prices prevailing in SPD2 or such other sums as may be reasonably agreed between the Owner and the Registered Provider or Alternative Registered Provider;

**“The Alternative Registered Provider”**

means such other Registered Provider as shall be nominated by the Council under paragraph 3.3 of the Third Schedule of this Deed;

**“Air Quality Contribution”**

means the sum of £30,757.00 (Thirty Thousand Seven Hundred and Fifty-Seven Pounds) towards air quality improvement projects within the Locality;

**“Application”**

The application for full planning permission for the Development and allocated reference number 2021/92086;

**“Armed Service Member”**

means 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 a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

**“Biodiversity Offsetting”**

means biodiversity offsetting measures in the vicinity of the development in accordance with the BEMP and Biodiversity Impact Assessment;

**“Biodiversity Net Gain Contribution”**

means the sum of £230,690.00 (Two Hundred and Thirty Thousand Six Hundred and Ninety Pounds) to be paid by the Owner to the Council in accordance with the terms of

this Deed and to be applied by the Council towards Biodiversity Offsetting measures;

**“Bus Stop Contribution”**

means the sum of £92,000.00 (Ninety-Two Thousand Pounds) towards the provision of new bus stops and improvements to existing bus stops on Bradford Road;

**“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;

**“Close Family”**

Means a spouse, civil partner, partner, parent, son, daughter, sibling, grandparent;

**“Commencement of Development”**

The date on which development pursuant to the Planning Permission is commenced on the Site within the meaning of Section 56 of the Act provided that the following shall not amount to the Commencement of Development: operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly;

**“Compliance Certificate”**

means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the First Home Eligibility Criteria (Local) in the form of the certificate at the Fifth Schedule;

**“Contributions”**

means the financial contributions to be paid to the Council pursuant to the Deed whose amounts (£) are defined (subject only to Indexation) in this Deed and “Contribution” shall be construed accordingly;

**“Design and Quality Standards”**

means the Housing Corporation’s scheme development standards of homes and communities agency design and quality standards document (April 2007) for Affordable Housing and any subsequent standard as Homes England may require;

**“Development”**

the development of the Site for the erection of 277 Dwellings and associated works;

**“Disposal”**

means 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:

- (a) a letting or sub-letting in accordance with paragraph 2.14 of the Third Schedule; or
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; or
- (c) a First Homes Exempt Disposal and reference to “Disposed” shall be construed accordingly;

**“Drainage Working Group”**

means a forum comprising representatives of the Owner, the Council (Lead Local Flood Authority, Local Planning Authority, Housing Growth team and their consultants as appropriate), National Highways and developers of other land within the HS11 Allocation (or the relevant management companies, where development has been completed) to be formed for the purposes of ensuring co-ordinated and effective drainage and flood risk management across the HS11 Allocation and surrounding land in accordance with an agreed masterplan and in accordance with a timetable set out at paragraph 5.6 of the Third Schedule of this Deed;

**“Dwelling”**

a unit of residential accommodation to be constructed on the Site pursuant to the Planning Permission;

**“Early Years**

**Education Contribution”**

means the sum of £91,956.00 (Ninety One Thousand Nine Hundred and Fifty Six Pounds) towards the provision of early years places at a location elsewhere within the HS11 Allocation or within the vicinity of the Site, or towards alternative local provision;

**“Financial Contribution”**

means the payment to be made in lieu of the provision of on-site Intermediate and Rented Affordable Housing Units (or a full complement thereof). In the event a financial contribution is required, in respect of the relevant affordable Dwellings, it shall be calculated to the equal value of median build costs for Kirklees, as recognised by the RICS Build Cost Information Service (BCIS) and an additional administration charge payable to the Council of 1% of the Financial Contribution for its reasonable and proper costs incurred by the Council in consideration of the following:

- (i) the determination of the Financial Contribution;

- (ii) the consideration of the evidence supplied by the Owner pursuant to paragraphs 3.4 and 3.5 of the Third Schedule;
- (iii) acknowledgement of receipt of the proper payment of the Financial Contribution; and
- (iv) provision of any certificate to confirm that there has been compliance with paragraph 3.6 of the Third Schedule of this Deed.

**"First Homes"**

means 14 of the Affordable Housing Units on the Site as First Homes as defined in the Department for Levelling Up, Housing and Communities 'First Homes' guidance published in May 2021 (or any future guidance or initiative that replaces or supplements it) and which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a Qualifying First Time Buyer at the First Home Sale Price and which on its first Disposal does not exceed the First Homes Price Cap and reference to "First Home" shall be construed accordingly;

**"First Homes Administration Charge"**

means the reasonable and proper costs incurred by the Council in consideration of the following:

- i) the consideration of the evidence supplied by any purchase meeting the First Home Eligibility Criteria (National) and (Local)
- ii) the consideration of the evidence supplied by the Owner of the First Home in relation to the First Homes Sales Price
- iii) provision of any certificate to confirm that there has been compliance with paragraph 2.4.1 of the Third Schedule of this deed.

**"First Homes Eligibility Criteria (Local)"**

means criteria published by the Council in the document entitled "First Homes Provision Statement Kirklees Council December 2021" (or any subsequent updating/replacing documentation) at the date of the relevant disposal of a First Home which are met in respect of a Disposal of a First Home if:

- (a) 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 First Homes Income Cap (Local) (if any); and
- (b) any or all of criteria (i) and (ii) below are met:
  - (i) the purchaser meets the First Homes Local Connection Criteria (or in the case of a joint purchase at least one of the

joint purchasers meets the First Homes 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;

**"First Homes Eligibility Criteria (National)"**

means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchaser, the joint purchasers' joint annual gross income) does not exceed the First Homes Income Cap (National);

**"First Homes Exempt Disposal"**

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- (c) Disposal to a former spouse or former civil partner of a First Homes 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;
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 2.15 of The Third Schedule shall apply to such sale);

PROVIDED THAT in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 2.14 of The Third Schedule;

**"First Homes Income Cap (Local)"**

Means £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;

**"First Homes Income Cap (National)"**

means:

- (a) in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London), ninety thousand pounds (£90,000.00 (ninety thousand pounds)); and
- (b) in the case of any other First Home, eighty thousand pounds (£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;

**"First Homes Local Connection Criteria"**

criteria which are met by a person who satisfies one or more of (i) to (vii) below:

- (i) currently lives in Kirklees as their primary residence and has done so for the past 3 years;
- (ii) previously lived in Kirklees as their primary residence for at least 5 years cumulatively within the past 10 years;
- (iii) has Close Family ordinarily resident in Kirklees and that Close Family has been ordinarily resident in the locality for the past 3 years;
- (iv) needs to move to Kirklees to receive or provide care or support;
- (v) 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;
- (vi) needs to move to Kirklees to be close to local facilities because of a specific identified need;
- (vii) has some other connection to Kirklees as approved by the Council in writing;

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

**“First Homes Owner”** means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Owner; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is Disposed of for occupation as a First Home; or
- (c) a tenant or sub-tenant of a permitted letting under paragraph 2.14 of The Third Schedule;

**“First Homes Price Cap”** means the amount for which the First Home is sold after the application of the Discount Market Price which on its first 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 Sale Price”** means a sum which is the Market Value discounted by at least 30% which will apply to the First Home in perpetuity unless otherwise set out in this Deed;

**“Full Travel Plan”** means the Travel Plan to be submitted by the Owner in accordance with Paragraph 7 of the Third Schedule;

**“Highways Contribution”** means the sum of £820,474.00 (Eight Hundred and Twenty Thousand Four Hundred and Seventy Four Pounds) towards the Cooper Bridge highway improvements scheme;

**“HS11 Allocation”** Means the housing allocation referenced in the Kirklees Local Plan shown on Plan 4 annexed hereto;

**“Index”** means the All In Tender Price Index provided by BCIS or RICS (or such replacement index thereof) published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid;

**“Indexation”**

|              |   |                                                                                        |                                                                                  |
|--------------|---|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Contribution | x | Index for the period immediately prior to the date of payment under the S106 agreement | ÷ Index for the period last published before the date of the Planning Permission |
|--------------|---|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

**“Inspection Fee”** means the sum of £250.00 (Two Hundred and Fifty Pounds) towards the inspection of the POS Area;



**"Intermediate and Rented Affordable Housing Units"**

means the Intermediate Dwellings, the Affordable Rented Dwellings and the Social Rented Dwellings collectively and "Intermediate and Rented Affordable Unit" shall be construed accordingly;

**"Intermediate Dwellings"**

means the Affordable Housing Units to be made available as shared ownership housing or shared equity housing that meets the criteria of the National Planning Policy Framework (February 2019) or any planning policy statement guidance notes or circulars which may supersede it and to be constructed on the Site in accordance with the Planning Permission and the term "Intermediate Dwelling" shall be construed accordingly;

**"Local Housing Allowance"**

means the maximum amount of rent that can be used when calculating entitlement to housing benefit, depending on the number of people in a household and in the case of this Deed based on the location of the Dwelling and for the avoidance of doubt it is acknowledged that the Local Housing Allowance is updated annually;

**"Locality"**

means the ward of Ashbrow and Kirklees;

**"LP5"**

means the policy relating to master planning in the Kirklees Local Plan;

**"Management Company"**

means a limited company or companies registered at Companies House:-

- (1) which may already be in existence or which may be formed by the Owner for the purpose of carrying out future maintenance of the POS Area and the SUDS in accordance with this Agreement and which is incorporated in England and Wales or Scotland;
- (2) which has its registered office in England and Wales or Scotland; and
- (3) whose primary object is permitted to maintain and renew the POS Area;

**"Occupation" and "Occupied"**

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy and Occupied" shall be construed accordingly;

**"Open Market Dwelling"**

means those Dwellings that are not Affordable Housing Units;

**"Open Market Value"**

means the open market value agreed between the Council and the Owner as being the open market value of an

Affordable Housing Unit at which the sale of an interest in the property would have been completed unconditionally for cash consideration on the date of the valuation assuming;

- (i) a willing seller;
- (ii) that any restrictions imposed on the Dwelling by reason of this Deed are disregarded;
- (iii) 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
- (iv) that both parties to the transaction had acted knowledgeably prudently and without compulsion;

**"Plan 1"**

the plan marked "Plan 1" attached to this Deed at the Second Schedule showing the location of the Site;

**"Plan 2"**

the plan marked "Plan 2" attached to this Deed at the Second Schedule showing the location of the Affordable Housing Units;

**"Plan 3"**

means the plan marked "Plan 3" attached to this Deed at the Second Schedule showing the location of the POS Area;

**"Plan 4"**

means the plan marked "Plan 4" attached to this Deed at the Second Schedule showing the location of the HS11 Allocation;

**"Planning Permission"**

the full planning permission subject to conditions to be granted by the Council substantively in the draft form as appended to this Deed at the Sixth Schedule;

**"POS Area"**

means the area shown shaded green on Plan 3;

**"Primary Education Contribution"**

means the sum of £1,414,708.00 (One Million Four Hundred and Fourteen Thousand Seven Hundred and Eight Pounds) towards the provision of a two-form entry primary school at a location elsewhere within the HS11 Allocation or within the vicinity of the Site, or towards alternative local provision;

**"Public Open Space Contribution"**

means the sum of £558,138.00 (Five Hundred and Fifty Eight Thousand One Hundred and Thirty Eight Pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards open space provision elsewhere within the HS11 Allocation or within the vicinity of the Site, or towards alternative local provision;

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Qualifying First Time Buyer”</b>            | means a purchaser (or, if a joint purchase, all the purchasers) of a First Home who is a first-time buyer as defined in paragraph 6 of schedule 6ZA of the Finance Act 2003 for the purposes of Stamp Duty Relief for first-time buyers and who complies with the criteria set out in paragraph 7 of the Department for Levelling Up, Housing and Communities 'First Homes' guidance published in May 2021 (or any future guidance or initiative that replaces or supplements it); |
| <b>“Registered Provider”</b>                    | means a registered provider as defined in the Housing and Regeneration Act 2008 (or as defined by any amendment, replacement or re-enactment of such Act) who is registered with Homes England or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner;                                                                                                                                                         |
| <b>“Roundabout Contribution”</b>                | means the sum of £287,950.00 (Two Hundred and Eighty Seven Thousand Nine Hundred and Fifty Pounds) towards future capacity improvements at the Bradley Bar roundabout;                                                                                                                                                                                                                                                                                                             |
| <b>“Secondary Education Contribution”</b>       | means the sum of £473,391.99 (Four Hundred and Seventy Three Thousand Three Hundred and Ninety One Pounds and Ninety Nine Pence) towards the provision of secondary school places at a location within the vicinity of the Site or towards alternative local provision;                                                                                                                                                                                                            |
| <b>“Site”</b>                                   | means the land against which this Deed may be enforced as shown edged red on Plan 1 and more particularly described in the First Schedule;                                                                                                                                                                                                                                                                                                                                         |
| <b>“Social Rent Unit Administration Charge”</b> | means one percent (1%) of the Financial Contribution;                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Social Rent”</b>                            | means 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;                                                                                                                                                                                                                                                                                                                                      |
| <b>“Social Rented Dwellings”</b>                | means the Affordable Housing Units to be made available for letting at a Social Rent and to be constructed on the Site in accordance with the Planning Permission and reference to <b>“Social Rented Dwelling”</b> shall be construed accordingly;                                                                                                                                                                                                                                 |
| <b>“Sports and Recreation Contribution”</b>     | Means the sum of £575,786.00 (Five Hundred and Seventy Five Thousand Seven Hundred and Eighty Six Pounds) towards the provision of replacement sports and recreation facilities within the HS11 Allocation or within the vicinity of the Site, or towards alternative local provision;                                                                                                                                                                                             |

|                                               |                                                                                                                                                                                                                                                                     |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Substantial Completion"</b>               | in relation to a Dwelling the term "Substantial Completion" shall be interpreted in accordance with Section 171B of the 1990 Act and relevant case law under that Section and the term <b>"Substantially Completed"</b> shall be construed accordingly;             |
| <b>"SUDS"</b>                                 | means the sustainable urban drainage system scheme for the Development as approved pursuant to the Planning Permission;                                                                                                                                             |
| <b>"SUDS Maintenance and Management Plan"</b> | means a plan setting out the detailed arrangements for the management repair renewal and maintenance of the SUDS in accordance with paragraph 4 of the Third Schedule;                                                                                              |
| <b>"Sustainable Travel Contribution"</b>      | means the sum of £141,685.50 (One Hundred and Forty One Thousand, Six Hundred And Eighty Five Pounds and Fifty Pence) to be paid by the Owner to the Council in accordance with this Deed and to be applied by the Council towards the Sustainable Travel Measures; |
| <b>"Sustainable Travel Measures"</b>          | means "measures to be proposed by the Owner to encourage residents of the development to use sustainable modes of transport, which may include off-site measures and funding of relevant projects";                                                                 |
| <b>"Travel Plan Coordinator"</b>              | means the person (referred to at paragraph 7.1 of the Third Schedule) appointed by the Owner co-ordinate implementation of the Full Travel Plan and to liaise with the Travel Plan Officer;                                                                         |
| <b>"Travel Plan Monitoring Fee"</b>           | means the sum of £15,000.00 (Fifteen Thousand Pounds) towards the monitoring of the Full Travel Plan;                                                                                                                                                               |
| <b>"Travel Plan Officer"</b>                  | means a person appointed by the Council to monitor and review the Owner's compliance with the Full Travel Plan;                                                                                                                                                     |
| <b>"Valuer"</b>                               | Means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity;                                                                                        |
| <b>"Water Company"</b>                        | means Yorkshire Water of Western House, Western Way, Bradford BD6 2SZ and its successors or any other New Appointment and Variation (NAV) approved by Ofwat; and                                                                                                    |
| <b>"Working Day"</b>                          | means any day except Saturdays Sundays or bank holidays in England and Wales and reference to "Working Days" shall be construed accordingly.                                                                                                                        |

## 2. Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their statutory functions, as Local Planning Authority exercising planning powers under the Act.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 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.
- 2.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

### **3. Legal Basis**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all powers so enabling.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and bind their respective interests in the Site so are enforceable by the Council as local planning authority against the Owner in accordance with the Act as set out in this Deed.

### **4. Conditionality**

- 4.1 The obligations contained in this Deed are conditional upon:

- 4.1.1 the grant of the Planning Permission; and
- 4.1.2 the Commencement of Development.

save for clauses 7, 8, 9, 10, 11, 12, 13, 14, 18, 19 and 20 which shall come into effect on the date hereof.

### **5. The Owner's Covenants**

- 5.1 The Owner covenants with the Council so as to bind their interest in the Site to fully observe and perform the obligations in this Deed including those obligations set out in the Third Schedule and hereby agrees that the Site shall be subject to the obligations, restrictions and covenants herein, such obligations being planning obligations for the purposes of section 106 of the Act as set out in the Third Schedule.

**6. The Council's Covenants**

- 6.1 The Council covenants with the Owner to observe and perform the obligations on its part in this Deed including those obligations set out in the Third Schedule and the Fourth Schedule.

**7. Fees**

- 7.1 The Developer shall pay to the Council on completion of this Deed its reasonable legal costs incurred in the negotiation, preparation and execution of this Deed, such costs not exceeding the sum of £3,099.90.

**8. Local Land Charge**

- 8.1 This Deed shall be registrable as a local land charge by the Council.
- 8.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith affect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

**9. Communication and Council's Consent or Approval**

- 9.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Council by either an officer of the Housing Growth Team (or such successor team responsible for Affordable Housing) or by an officer of the Council's Legal Service and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

**10. Termination of this Deed**

- 10.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn, or it is modified by any statutory procedure (without the consent of the Owner) or expires prior to the Commencement of Development.

**11. The Contracts (Rights of Third Parties) Act 1999**

- Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

**12. Liabilities and Exemptions**

- 12.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with all or part of its interest in the Site but this shall be without prejudice to that person's liability for any subsisting breach arising prior to parting with such interest.
- 12.2 The provisions of this Deed shall not be binding on or enforceable against:
- 12.2.1 any owners or owner-occupiers or tenants of any individual Dwelling nor against those deriving title from any of them (save only in respect of the provisions of paragraphs 2 and 3 of the Third Schedule in respect of the ongoing use of the Dwellings for the Affordable Housing purposes); nor



- 12.2.2 any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it become a mortgagee in possession; nor
  - 12.2.3 any statutory undertaker holding an estate or interest in the Site or part of the Site nor against plant equipment conduits or structures located there for its operational purposes; nor
  - 12.2.4 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant; nor
  - 12.2.5 any Registered Provider acquiring an interest in the Site pursuant to Schedule 1 save that such Registered Provider shall be bound by the provisions of paragraph 3 of the Third Schedule in so far as the provisions relate to the ongoing use of the Dwellings for Affordable Housing purposes; nor
  - 12.2.6 a Management Company to whom any part of the Site is disposed save that such Management Company shall be bound by the provisions of paragraphs 4, 5 and 6 of the Third Schedule in so far as the provisions relate to the maintenance and management of the SUDS and/or the POS Area
- 12.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted after the date of this Deed.

### **13. Council's Powers**

- 13.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

### **14. Waiver**

- 14.1 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.

### **15. Change in Ownership**

- 15.1 The Owner agrees with the Council to give the Council written notice as soon as reasonably practicable after any change in ownership of any of its interests in the Site save in respect of any disposal to a plot purchaser or Registered Provider of a Dwelling 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.

### **16. VAT**

- 16.1 All consideration given in accordance with the terms of this Deed shall be inclusive of any value added tax properly payable.

### **17. Indexation**

- 17.1 Any Contribution payable under the provisions of this Deed shall be subject to Indexation from the date of the Planning Permission until the date on which the relevant part of the Contribution is payable.



## **18. Dispute Provisions**

- 18.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (save as to matter of law which shall remain the jurisdiction of the Courts) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 18.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 18.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

## **19. Jurisdiction**

- 19.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

## **20. Delivery**

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

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

## **FIRST SCHEDULE**

### **The Site**

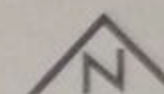
All that land shown edged red on Plan 1 and comprising of the land registered at the Land Registry under Title Number YY113385

## SECOND SCHEDULE

### Plans



DO NOT SCALE



KEY

- INTERMEDIATE UNITS  
= 11 PLOTS IN TOTAL
- SOCIAL RENTED UNITS  
= 36 PLOTS IN TOTAL
- FIRST HOMES UNITS  
= 14 PLOTS IN TOTAL

02/09/15

**REDROW**

Redrow Homes, Central Road, Thirsk, North Lincolnshire, NG22 0ST  
Tel: 01522 722 500  
www.redrow.co.uk

SANDFORD ROAD

WUDDESFIELD

PHASE 2

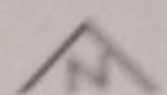
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Sheet 1 of 1



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Scale 1:10,000

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|     |          |    |                              |          |
|-----|----------|----|------------------------------|----------|
|     |          |    | 020718                       |          |
| A   | 08/1/22  | EV | APARTMENTS REMOVED FROM PLAN | CTP      |
| -   | 05/19/22 | SB | INITIAL ISSUE                | CTP      |
| REV | DATE     | BY | DESCRIPTION                  | APPROVED |

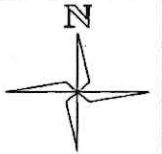
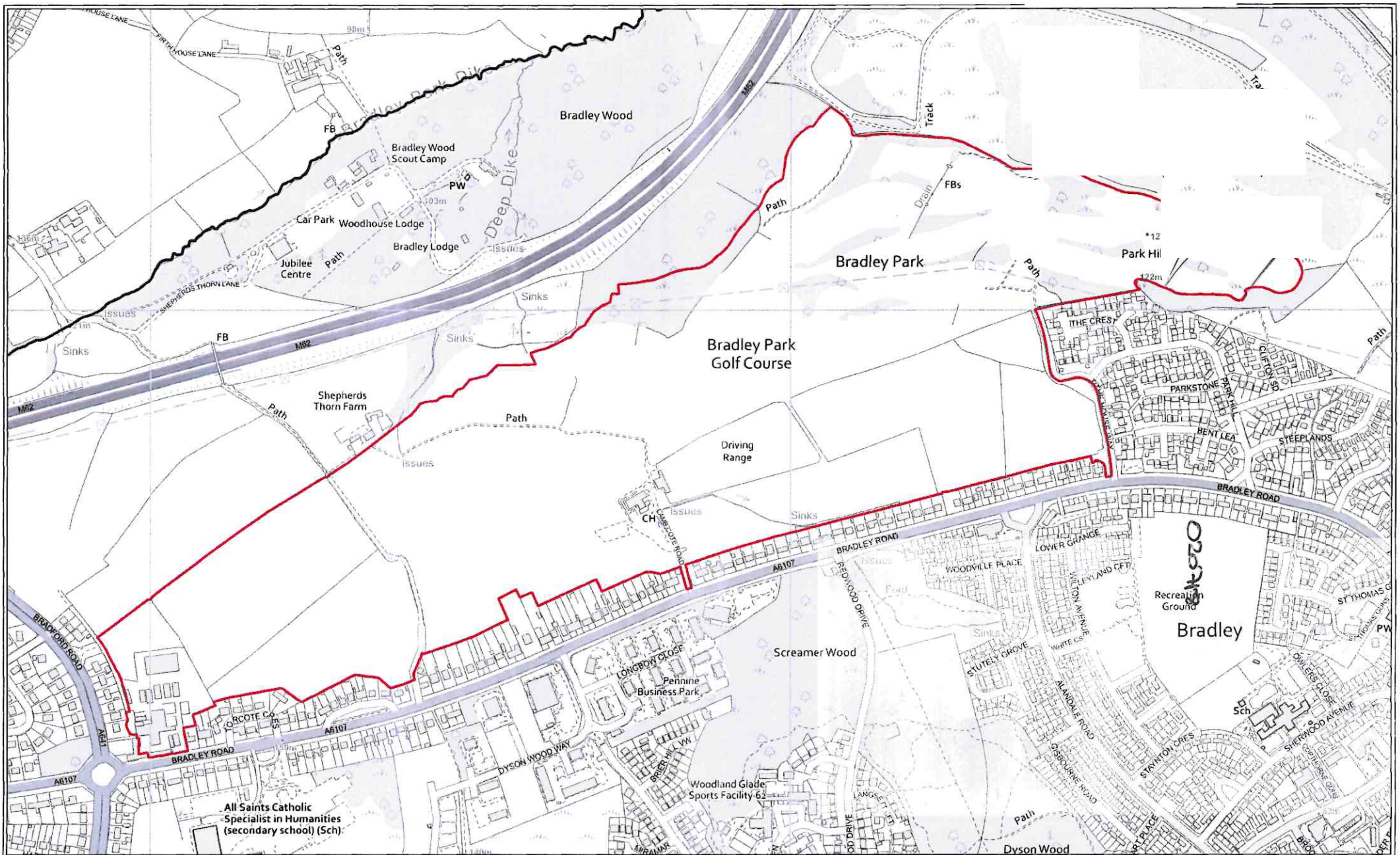
Redrow House, Brunel Road, Wakefield 41 Industrial Estate, WF2 0XG  
Tel: +44 (0)1924 822 566  
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|          |                               |
|----------|-------------------------------|
| PROJECT: | BRADFORD ROAD<br>HUDDERSFIELD |
| TITLE:   | PLAN 3<br>POS Location Plan   |

|             |              |      |
|-------------|--------------|------|
| PROJECT No: | DRAWING No:  | REV: |
| BVF         | BVF-16-10-15 | A    |

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### **THIRD SCHEDULE**

#### **The Owner's Covenants with the Council**

The Owner covenants in respect of the Site with the Council as follows:

**1. Construction of the Affordable Housing Units**

- 1.1 Not to Occupy or permit to be Occupied more than 200 of the Open Market Dwellings until the Affordable Housing Units have been Substantially Completed and from the date of Substantial Completion not to use the Affordable Housing Units for any purpose other than as Affordable Housing save where otherwise provided for within this Schedule.

**2. First Homes**

- 2.1 The First Homes 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:

2.1.1 the First Homes Eligibility Criteria (National); and

2.1.2 the First Homes Eligibility Criteria (Local) (if any).

- 2.2 If after a First Home has been actively marketed for 3 (three) months (such period to expire no earlier than 3 (three) months prior to Substantial Completion) it has not been possible to find a willing purchaser who meets the First Homes Eligibility Criteria (Local) (if any), paragraph 2.1.2 of this Schedule shall cease to apply.

- 2.3 Subject to paragraphs 2.7 to 2.11 of this Schedule, no First Home 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 Chargee.

- 2.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

2.4.1 The Council has been provided with evidence that:

(a) the intended purchaser meets the First Homes Eligibility Criteria (National) and unless paragraph 2.7.2 of this Schedule applies meets the First Homes Eligibility Criteria (Local);

(b) the Dwelling is being Disposed of as a First Home at the First Home Sale Price;

(c) the transfer of the First Home includes:

(i) a definition of the "Council" which shall be The Council of the Borough of Kirklees;

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

"means the provisions set out in paragraph 2 of the Third Schedule of the Section 106 Agreement";

(iii) a definition of "Section 106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] and made between (1) The Council of the Borough of Kirklees, (2) Richard Kershaw and Samantha Gill and (3) Redrow Homes Limited; and

(iv) a provision that the First Home 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 Home or any part of it other than in accordance with the First Homes Provisions;

(d) a copy of the First Homes Provisions is an Annexure to the transfer;

(e) the First Homes Administration Charge has been paid to the Council by the owner of the First Home

2.5 The Council hereby covenants that it shall issue the Compliance Certificate within 28 (twenty eight) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 2.3 and 2.4.1 of this Schedule have been met. For the avoidance of doubt the Council shall not charge any fees in relation to the provision of any Compliance Certificate save in relation to the First Homes Administration Charge.

2.6 On the first Disposal of each and every First Home to 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 Home 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 or a 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"

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

2.7.1 the Dwelling has been actively marketed as a First Home for 6 (six) months in accordance with paragraphs 2.1 and 2.2 of this Schedule (and in the case of a First Disposal the 6 (six) months shall be calculated from a date no earlier than 6 (six) months prior to Substantial 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 2.3 and 2.4.1 of this Schedule; or

2.7.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 2.7.1 of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

2.8 Upon receipt of an application served in accordance with paragraph 2.7 of this Schedule 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 Home Sale Price.

2.9 If the Council is satisfied that either of the grounds in paragraph 2.7 of this Schedule have been made out it shall confirm in writing within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 2.7 of this Schedule that the relevant Dwelling may be Disposed of:

2.9.1 to the Council at the First Home Sale Price; or

2.9.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home;

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 2.11 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

2.10 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied acting reasonably that either of the grounds in paragraph 2.7 of this Schedule have been made out then it shall within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 2.7 of this Schedule serve notice on the Owner setting out the further reasonable 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 6 (six) months). If at the end of that period the Owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 2.7 of this Schedule following which the Council must within 28 (twenty eight) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home **PROVIDED THAT** if the Owner does not receive any response from the Council within the 28 day period referred to in this paragraph or paragraph 2.9 of this Schedule then the Council shall be deemed to agree that the relevant Dwelling may be disposed of other than as a First Home and the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 2.11 of this Schedule which shall cease to apply upon the Council receiving payment of the Additional First Homes Contribution where the relevant Dwelling is disposed of other than as a First Home.

2.11 Where a Dwelling is Disposed of other than as a First Home or to the Council at the First Home Sale Price in accordance with paragraphs 2.9 or 2.10 of this Schedule the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

2.12 Upon receipt of the Additional First Homes Contribution the Council shall:

2.12.1 within 20 (twenty) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 2.6 of this Schedule where such restriction has previously been registered against the relevant title provided that:

2.12.1.1 if the Council fails to provide the completed application to enable the removal of the restriction in accordance with this paragraph 2.12.1 the Council appoints the First Homes Owner and any person nominated by the First Homes Owner its attorney for the purposes of signing or executing the said application; and

2.12.1.2 the Council shall not charge the First Homes Owner or their successors in title any fees in relation to the provision of the completed application

2.12.2 apply all monies received towards the provision of Affordable Housing within the Locality.

2.13 Any person who purchases a First Home free of the restrictions in this The Third Schedule pursuant to the provisions in paragraphs 2.10 and 2.11 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

2.14 Each First Home shall be used only as the main residence of the First Homes 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 2.14.1 – 2.14.4 of this Schedule:

2.14.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than 2 (two) years, provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed 2 (two) years provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting.

2.14.2 The Council shall not withhold such consent in any of circumstances of paragraphs 2.14.2.1 to 2.14.2.7 of this Schedule:

2.14.2.1 the First Homes 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;

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

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

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

2.14.2.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy;

2.14.2.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to a relative; and

2.14.2.7 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting to avoid suffering unreasonable financial hardship.

2.14.3 A letting or sub-letting permitted pursuant to paragraph 2.14. of this Schedule 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.

2.14.4 Nothing in this paragraph 2.14 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

2.15 The obligations in paragraph 2 of this Schedule in relation to First Homes shall not apply to any Chargee or any receiver (including an administrative receiver appointed by such Chargee or any other person appointed under any security documentation to enable such Chargee to realise its security or any administrator (howsoever appointed (**each a Receiver**)) of any individual First Home or any persons or bodies deriving title through such Chargee or Receiver **PROVIDED THAT:**

2.15.1 such Chargee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

2.15.2 once notice of intention to Dispose of the relevant First Home has been given by the Chargee or Receiver to the Council the Chargee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 2.15.3 of this Schedule;

2.15.3 following the Disposal of the relevant First Home the Chargee or 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;

2.15.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

2.15.4.1 within 28 (twenty eight) days of receipt of such notification issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 2.6 of this Schedule provided that:

(i) if the Council fails to provide the completed application to enable the removal of the restriction in accordance with this paragraph 2.15.4.1 the Council appoints the purchaser and any person nominated by the purchaser its attorney for the purposes of signing or executing the said application; and

(ii) the Council shall not charge the purchaser any fees in relation to the provision of the completed application save in relation to the First Homes Administration Charge; and

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

2.16 It is agreed that in order to enable the Council to comply with its obligations in relation to monitoring Affordable Housing for Central Government the Owner shall provide information regarding the completion and sale of each First Home to the Council as and when requested and in any event within 14 (fourteen) days (or such other period that may be agreed in writing by the Council (time being of the essence).

### **3 Intermediate and Rented Affordable Housing Units**

The Owner covenants with the Council as follows:

3.1 Not to permit the 200<sup>th</sup> Open Market Dwelling to be substantially completed until the Intermediate and Rented Affordable Housing Units have been constructed in accordance with paragraph 3.2 hereof and made available for sale to the Registered Provider or Alternative Registered Provider.

3.2 To construct the Intermediate and Rented Affordable Housing Units to Homes and Agency Design and Quality Standards or Houses Corporation Scheme development standards (or such other standards as may be agreed between the Owner and the Registered Provider) in accordance with the planning permission and approved plans unless otherwise agreed by the Registered Provider or the Alternative Registered Provider.

3.3 If the Registered Provider shall not confirm in writing to the Owner its willingness subject to contract to accept the Intermediate and Rented Affordable Housing Units at the

Affordable Price within 12 (twelve) calendar months of implementation then the Council upon receipt of notice in writing from the Owner to that effect shall as soon as reasonably practical nominate another Registered Provider and its provision may be repeated as often as is necessary until such time as one of the nominated Registered Providers shall have confirmed its willingness subject to contract to purchase the Intermediate and Rented Affordable Housing Units.

3.4 If neither the Registered Provider or the Alternative Registered Provider shall have confirmed its willingness subject to contract to purchase the Intermediate and Rented Affordable Housing Units at the Affordable Price within a period of 24 (twenty four) calendar months from implementation and the Owner shall have produced evidence in writing to the reasonable satisfaction of the Council that he has made all reasonable endeavours to secure acceptance of the Intermediate and Rented Affordable Housing Units by the Alternative Registered Provider then the Owner will be free to offer such Dwellings for sale on the open market subject to the provisions of paragraph 3.6 and 3.7 of this Schedule.

3.5 If the Registered Provider or Alternative Registered Provider has confirmed its willingness to purchase the Intermediate and Rented Affordable Housing Units and does not then contract to buy the Intermediate and Rented Affordable Housing Units within 2 (two) months from the delivery of the completion package of contract documentation to the Registered Provider's solicitor or the solicitor of the Alternative Registered Provider then

3.5.1 if a period of 24 (twenty-four) calendar months from the implementation has expired the Owner will be free to offer the Intermediate and Rented Affordable Housing Units for sale on the open market, but the provisions of paragraphs 3.6 and 3.7 below shall apply.

3.5.2 In any other circumstances the provisions of paragraphs 3.3 and 3.4 of this Schedule shall continue to apply

3.6 In the event that the Owner is free to offer the Intermediate and Rented Affordable Housing Units for sale on the open market pursuant to paragraph 3.4 or 3.5 of this Schedule. The Owner shall within 28 (twenty-eight) days thereof pay to the Council the Financial Contribution

3.7 The Open Market Value of the Intermediate and Rented Affordable Housing Units shall be determined in the first instance between the Owner and the Council and default of such Deed shall be the average of two valuations provided by two valuers, one of which shall be selected by the Owner and the other by the Council and the parties shall each bear their own costs in respect of such valuations.

3.8 The transfer to the Registered Provider or the Alternative Registered Provider as the case may be shall contain reasonable provisions ensuring that the Intermediate and Rented Affordable Housing Units remain available at an Affordable Price for future eligible households, or, if those restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision provided that nothing in this Schedule shall bind:

3.8.1 the exercise by any person of a statutory right to buy, right to acquire or right to staircase out and acquire a 100% interest in the Intermediate Dwelling under the terms of a shared ownership lease; or

3.8.2 the exercise of its power of sale by a mortgagee of the Registered Provider or an Alternative Registered Provider as the case may be or for any of the Intermediate and Rented Affordable Housing Units or the sale by a receiver



appointed by any such mortgagee pursuant to statutory powers or the provisions of any mortgagee or charge as required by a Court Order; or

- 3.8.3 any subsequent disposition of the properties following a disposal falling within paragraphs 3.8.1 or 3.8.2 above.

- 3.9 The provisions of this paragraph 3 shall not be binding on a Chargee or Receiver of the whole or any part of the Intermediate and Rented Affordable Housing Units or any persons or bodies deriving title through such Chargee or Receiver PROVIDED THAT:

- 3.9.1 such Chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Intermediate and Rented Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Intermediate and Rented Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 3.9.2 if such disposal has not completed within the three month period, the Chargee or Receiver shall be entitled to dispose of the Intermediate and Rented Affordable Housing Units free from the affordable housing provisions in this paragraph 3 which provisions shall determine absolutely

#### **4 Suds Drainage**

- 4.1 Prior to the Commencement of Development the Owner shall submit to the Council for approval the SUDS Maintenance and Management Plan.

- 4.2 The Owner covenants that no part of the Development on which SUDS are to be provided shall be commenced unless and until the SUDS Maintenance and Management Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed). In the event that the Council considers it is unable to approve the submitted version of the SUDS Maintenance and Management Plan then it shall, as soon as reasonably practicable, give written reasons to the Owner why it is unable to approve it. The Owner shall submit a revised version to the Council, taking into account any reasonable comments that the Council has provided, for their approval. Such a procedure shall be repeated as often as is necessary until the Council approve the SUDS Maintenance and Management Plan.

- 4.3 The Owner covenants with the Council 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 approved SUDS Maintenance and Management Plan until the earlier of the date that the SUDS is transferred to the Management Company and the date on which the SUDS has been adopted by the Water Company.

- 4.4 The Council may upon reasonable prior notice enter the Site in order to check and monitor compliance with the approved SUDS Maintenance and Management Plan.

- 4.5 In the event that the Council considers (acting reasonably) that the requirements of the approved SUDS Maintenance and Management Plan are not being complied with unless the SUDS have been adopted by the Water Company then the Council may serve a notice on the Owner requiring the Owner to undertake such remedial steps as specified in the notice.

- 4.6 The Owner will comply with the terms of any notice served by the Council pursuant to 4.5 above within twenty-eight days of the date of service by the Council of the said

notice or within such other fair and reasonable period that may be agreed by the Council in writing.

4.7 The approved SUDS Maintenance and Management Plan shall only be varied or amended with the written approval of the Council (such approval not to be unreasonably withheld or delayed).

4.8 No part of the Site upon the SUDS are located shall be transferred or released to any other Management Company (apart from the Water Company) in which case any transfer or lease may proceed without the approval of the Council until the identity of the other Management Company has been approved by the Council (acting reasonably and without delay). In seeking approval of any other Management Company, the Owner shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, structure, voting rights and other such information as the Council shall require.

4.9 The Owner will ensure that the Council is provided with up-to-date contact details (including the contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of the SUDS. ~~SAVE OR WITH THAT~~ the provisions of 4.9 shall not apply in the event that the SUDS are adopted by the Water Company.

## **5. Issues to Be Covered In the Suds**

The SUDS Maintenance and Management Plan shall include detailed measures setting out how the SUDS will be maintained and managed and will include:

5.1 Details of a programme for the long-term management and maintenance works to cover all aspects of the SUDS to include:

5.1.1 a detailed maintenance schedule and methodology for individual sub-components to maintain the functionality of the SUDS, water storage and treatment;

5.1.2 a detailed schedule and methodology for the inspection and measurement of flow rates downstream by a flow control device;

5.1.3 a detailed schedule and methodology for the inspection, maintenance and replacement as required of engineering features including inlet and outlet structure, flow controls, tanks and channels;

5.1.4 a detailed schedule and methodology for the inspection, maintenance and replacement as required of any other features and also safe access to such features;

5.1.5 a detailed schedule and methodology for litter and debris removal, landscape and grass containing weeding and sediment removal;

5.1.6 details of a procedure in place for dealing with extreme rainfall events both prior and past events; and

5.1.7 plans at one to two hundred scale which show the extent of the sub-features, the extent of the landscape features and details of connections to the Water Company's sewers.

5.2 details of maintenance for shared surface water drainage network, connected to the shared combined/surface water drainage network within the Site as part of the Development prior to their adoption by the Water Company.

5.3 detailed management schedules will be provided which must 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.

- 5.4 details of maintenance regime that will be adopted during the construction phase up until the point that SUDS is signed off as complete in accordance with the approved design.
- 5.5 details of vehicular and pedestrian access arrangements relating to the inspection and maintenance of the SUDS.
- 5.6 details of the formation of the Drainage Working Group which shall include (but not be limited to) arrangements for its schedule of meetings(which shall commence within three calendar months of the implementation of the Planning Permission and will then be every four months or more or less often as may be reasonably required and which will be organised and minuted by a representative from the Council who will be the Drainage Working Group co-ordinator); character and number of members/personnel constituting the group; parameters of the scope of the group; details of the conduct of the meetings of the group including convenor, chair and clerk (minute keeper)

## **6. On-Site Public Open Space Area**

The Owner covenants with the Council:

- 6.1 To provide the POS Area in accordance with the Planning Permission and plan 3 and any other approved plans thereto.
- 6.2 Not to allow Occupation of the 100th Dwelling until the POS Area has been provided on Site.
- 6.3 As soon as is reasonably practicable after the completion of the POS Area specified in paragraph 6.2 of this Schedule the Owner shall notify the Council in writing that such works have been completed and pay to the Council the Inspection Fee.
- 6.4 Not later than 1 (one) calendar month following receipt of the relevant notice referred to in paragraph 6.3 of this Schedule the Council shall inspect the POS Area and if it has been provided in accordance with the planning permission and approved plans thereto PROVIDED THAT it is agreed that in the event that the Council do not inspect the POS Area within 1 (one) calendar month following receipt of the relevant notice referred to in paragraph 6.2 of this Schedule such procedure may be repeated as often as is necessary until such time as the Council confirms satisfactory completion thereof.
- 6.5 Following written confirmation or deemed approval by the Council of the satisfactory completion of the POS Area pursuant to paragraph 6.4 of this Schedule the Owner shall thereafter maintain the POS Area in accordance with the approved POS management scheme until such time as it shall be transferred to a management company.
- 6.6 Within 3 (three) months of receipt of written confirmation or deemed approval by the council to the satisfactory completion of the POS Area pursuant to paragraph 6.4 of this Schedule the Owner shall transfer the POS Area to the management company **PROVIDED THAT** it is agreed that the transfer shall contain a covenant so as to bind the POS Area into whomsoever hands the same may be transferred to maintain the POS Area in accordance with the approved POS management scheme and shall not permit it to be used for anything other than Open Space (within the meaning of Open Space Act 1906) and to allow the public reasonable access thereto.
- 6.7 Responsibility for the maintenance of the POS Area shall not at any time be transferred to an alternative management company until the Council has been given a minimum of



28 (twenty-eight) Working Days written notice that such a transfer is to take place and has issued its approval in writing thereto.

## **7. Travel Plan**

- 7.1 Prior to Commencement of Development the Owner shall submit for approval in writing to the Council the Full Travel Plan which shall include the details and confirmation of the appointment by the Owner of a Travel Plan Coordinator.
- 7.2 Upon Commencement of the Development the Owner shall use its reasonable endeavours to undertake the actions contained in and to meet the targets and obligations set out within the Full Travel Plan.
- 7.3 Upon Occupation the Owner will send a report to the Travel Plan Officer indicating the progress the Owner has made in complying with the obligations contained in paragraph 7.2 of this Schedule. Thereafter the Owner will send a report to the Council annually on the progress made in complying with the obligations contained in paragraph 7.1 of this Schedule.
- 7.4 If the Council's Travel Plan Officer is not satisfied with the progress made in connection with the obligations in paragraph 7.1 of this Schedule the Owner will comply with any reasonable recommendations the Travel Plan Officer makes in response to the progress reports required under paragraph 7.2.
- 7.5 Any changes to the Full Travel Plan must be submitted to the Travel Plan Officer for its written approval.
- 7.6 The Full Travel Plan will continue to contain as a minimum:
  - (i) measures to encourage the use of alternative modes of transport to the private car;
  - (ii) measures to reduce single occupancy car use;
  - (iii) details of targets for staff and students;
  - (iv) details for monitoring and reporting and liaison with The Travel Plan Officer;
  - (v) details for enforcement and penalties; and
  - (vi) a timetable for implementation.
- 7.7 The Owner shall implement the Full Travel Plan in accordance with the timetable contained therein, or in the absence of a timetable, using its reasonable endeavours within a reasonable time period and will continue to observe and perform any requirements of the approved Full Travel Plan unless otherwise agreed in writing by the Council.
- 7.8 The Owner shall pay to the Council £3000.00 (Three Thousand Pounds) upon Occupation of the 100<sup>th</sup> Dwelling of the Development and every annual anniversary thereafter for a period of 4 years for the purposes of monitoring the Full Travel Plan and which sum constitutes the Travel Plan Monitoring Fee.

## **8. Vehicular Connection to the Adjacent Land**

- 8.1 The Owner covenants that prior to Occupation of the 200th Dwelling an agreement will be entered into with the Council to ensure the adoption as highway (under Section 38 of the Highways Act 1980) of a future vehicle connection with that part of the Site adjacent to the Shepherds Thorn Lane / spine road junction and no more than 200 Dwellings may be Occupied until and unless such Agreement has been completed.

- 8.2 the Owner covenants to carry out the necessary works specified in the agreement referred to in 8.1 above which is required to ensure the provision of a future vehicle connection with that part of the Site adjacent to the Shepherds Thorn Lane / spine road junction and no more than 200 Dwellings may be Occupied until and unless such works have been completed.

**9. Contributions**

- 9.1 Prior to Occupation of the 70<sup>th</sup> Dwelling to pay to the Council the first 50% of the Public Open Space Contribution and not to Occupy the 70<sup>th</sup> Dwelling until the first 50% of the Public Open Space Contribution has been paid to the Council.
- 9.2 Prior to Occupation of the 150<sup>th</sup> Dwelling to pay to the Council the second 50% of the Public Open Space Contribution and not to Occupy the 150<sup>th</sup> Dwelling until the second 50% of the Public Open Space Contribution has been paid to the Council.
- 9.3 Prior to Occupation of the 222<sup>nd</sup> Dwelling to pay to the Council the Biodiversity Net Gain Contribution and not to Occupy the 222<sup>nd</sup> Dwelling until the Biodiversity Net Gain Contribution has been paid to the Council.
- 9.4 Prior to Occupation of the 139<sup>th</sup> Dwelling to pay to the Council the Early Years Education Contribution and not to Occupy the 139<sup>th</sup> Dwelling until the Early Years Education Contribution has been paid to the Council.
- 9.5 Prior to Occupation of the 70<sup>th</sup> Dwelling to pay to the Council the first 50% of the Primary Education Contribution and not to Occupy the 70<sup>th</sup> Dwelling until the first 50% of the Primary Education Contribution has been paid to the Council.
- 9.6 Prior to Occupation of the 222<sup>nd</sup> Dwelling to pay to the Council the second 50% of the Primary Education Contribution and not to Occupy the 222<sup>nd</sup> Dwelling until the second 50% of the Primary Education Contribution has been paid to the Council.
- 9.7 Prior to Occupation of the 194<sup>th</sup> Dwelling to pay to the Council the Secondary Education Contribution and not to Occupy the 194<sup>th</sup> Dwelling until the Secondary Education Contribution has been paid to the Council.
- 9.8 Prior to Occupation to pay to the Council the Sustainable Travel Contribution and not to Occupy any Dwelling until the Sustainable Travel Contribution has been paid to the Council.
- 9.9 Prior to Occupation of the 50<sup>th</sup> Dwelling to pay to the Council the first 20% of the Highways Contribution. and not to Occupy the 50<sup>th</sup> Dwelling until the first 20% of the Highways Contribution has been paid to the Council.
- 9.10 Prior to Occupation of the 100<sup>th</sup> Dwelling to pay to the Council the second 20% of the Highways Contribution and not to Occupy the 100<sup>th</sup> Dwelling until the second 20% of the Highways Contribution has been paid to the Council.
- 9.11 Prior to Occupation of the 150<sup>th</sup> Dwelling to pay to the Council the third 20% of the Highways Contribution and not to Occupy the 150<sup>th</sup> Dwelling until the third 20% of the Highways Contribution has been paid to the Council.
- 9.12 Prior to Occupation of the 200<sup>th</sup> Dwelling to pay to the Council the fourth 20% of the Highways Contribution and not to Occupy the 200<sup>th</sup> Dwelling until the fourth 20% of the Highways Contribution has been paid to the Council.
- 9.13 Prior to Occupation of the 250<sup>th</sup> Dwelling to pay to the Council the final 20% of the Highways Contribution and not to Occupy the 250<sup>th</sup> Dwelling until final 20% of the Highways Contribution has been paid to the Council.

- 9.14 Prior to Occupation of the 50<sup>th</sup> Dwelling to pay to the Council the Roundabout Contribution. and not to Occupy the 50<sup>th</sup> Dwelling until the Roundabout Contribution has been paid to the Council.
- 9.15 Prior to Occupation to pay to the Council the Air Quality Contribution and not to Occupy any Dwelling until the Air Quality Contribution has been paid to the Council.
- 9.16 Prior to Occupation of the 222<sup>nd</sup> Dwelling to pay to the Council the Sports and Recreation Contribution and not to Occupy the 222<sup>nd</sup> Dwelling until the Sports and Recreation Contribution has been paid to the Council.
- 9.17 Prior to Occupation to pay to the Council the first 50% of the Bus Stop Contribution and not to Occupy any Dwelling until the first 50% of the Bus Stop Contribution has been paid to the Council.
- 9.18 Prior to Occupation of the 150<sup>th</sup> Dwelling to pay to the Council the second 50% of the Bus Stop Contribution and not to Occupy the 150<sup>th</sup> Dwelling until the second 50% of the Bus Stop Contribution has been paid to the Council.



#### **FOURTH SCHEDULE**

##### **The Council's Covenants with the Owner**

The Council covenants with the Owner as follows:

1. At the written request of the Owner the Council shall promptly provide written confirmation of the discharge of the obligations contained in this Deed when reasonably satisfied that such obligations have been performed.
2. To use reasonable endeavours to issue the Planning Permission within 7 Working Days following the date of this Deed.
3. To use (or procure the use of) all sums received under the terms of this Deed only for the purpose(s) stated in this Deed for which they are to be paid.
4. That it will return such amount of any Contribution to the person making the payment which has not been expended or allocated for expenditure in accordance with the provisions of this Deed within ten years of the date of receipt by the Council of the relevant payment SAVE FOR the Highways Contribution, the Primary Education Contribution and the Roundabout Contribution which shall be retained for fifteen years from the date of receipt by the Council.
5. The Council should promptly provide to the person making the payment any evidence that the person making the payment shall reasonably require in order to confirm the expenditure of sums paid by that person under this Deed.

**FIFTH SCHEDULE**

**The Draft Compliance Certificate**

## SCHEDULE 7 Authority to Exchange and COMPLIANCE CERTIFICATE

### FIRST HOMES COMPLIANCE CERTIFICATE

|                                                                        |  |
|------------------------------------------------------------------------|--|
| <b>Date:</b>                                                           |  |
| <b>To:</b>                                                             |  |
|                                                                        |  |
|                                                                        |  |
|                                                                        |  |
| <b>First Homes Buyer(s) name(s) the proposed First Homes Owner(s):</b> |  |
| <b>First Home property to be purchased:</b>                            |  |
| <b>Copied to:</b>                                                      |  |

1. The homebuyer(s) (the proposed First Homes Owner(s)) First Homes application has been approved by Kirklees Council, subject to the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at....., dated ..... and made between (1) The Council of the Borough of Kirklees and (2)..... which restricts resale of the dwelling only to eligible First Homes purchasers and at no more than the discount Market Price which is the Market Value discounted by 30% and confirmed in this Compliance Certificate issued to the proposed First Homes Owner and their conveyancer by **The Council of the Borough of Kirklees** as follows:

|                                                                                        |     |
|----------------------------------------------------------------------------------------|-----|
| <b>First Homes Buyer(s) name(s) the proposed First Homes Owner(s)</b>                  |     |
| <b>Builder (current First Homes Owner)</b>                                             |     |
| <b>First Home property to be purchased:</b>                                            |     |
| <b>First Home forecast purchaser legal completion date:</b>                            |     |
| <b>Market value (100% of value)</b>                                                    | £   |
| <b>First Homes discount %</b>                                                          | 30% |
| <b>First Homes Purchase Price (price to be paid by the proposed First Homes Owner)</b> | £   |

|                                                        |  |
|--------------------------------------------------------|--|
| applying the First Homes discount to the Market value) |  |
| Date of exchange of contracts                          |  |
| Date of completion                                     |  |

## 2.COMPLIANCE CERTIFICATE

3.This Authority to Exchange and COMPLIANCE CERTIFICATE is issued by The Council of the Borough of Kirklees confirming that a Dwelling is being disposed of to a First Home purchaser(s) specified in this Authority to Exchange meeting the:

- a. Eligibility Criteria (National)
  - i. First Time Buyer;
  - ii. Having Household income no more than £80,000 per annum ; and
- b. Eligibility Criteria (Local)<sup>1</sup>:
  - i. 'Kirklees Local Connection Criteria' as set out in the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated .....made between (1) The Council of the Borough of Kirklees and (2..... Limited.

4.The national and local criteria set out in full in the **agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at....., dated ..... and made between (1) The Council of the Borough of Kirklees and (2) Limited** which restrict resale of the dwelling only to eligible First Homes purchasers and at no more than the discount Market Price which is the Market Value discounted by 30%.

5.And the First Homes Purchaser, the new First Homes Owner has provided all the necessary First Homes confirmations and declarations of eligibility required by The Council of the Borough of Kirklees and will comply with the covenant in the transfer to comply with the planning obligations in relation to the Property.

6.WARNING: This First Homes Authority to Exchange and COMPLIANCE CERTIFICATE may be withdrawn at any time if the homebuyer does not comply with, or satisfy, The Council of the Borough of Kirklees's eligibility criteria).

Yours sincerely

|                      |                                        |
|----------------------|----------------------------------------|
| Name:                |                                        |
| Signed:              |                                        |
| For and on behalf of | The Council of the Borough of Kirklees |
| Dated:               |                                        |

<sup>1</sup> Include if the local authority has imposed Eligibility Criteria (Local)





**SIXTH SCHEDULE**

**Draft Planning Permission**

### Conditions and Reasons:

1. The development hereby permitted shall be begun within three years of the date of this permission.

**Reason:** Pursuant to the requirements of Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out in complete accordance with the plans and specifications schedule in this decision notice, except as may be specified in the conditions attached to this permission, 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. Prior to the commencement of development (including ground works), a Construction (Environmental) Management Plan (C(E)MP) 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:

- Any phasing of development;
- Hours of works;
- Point of access for construction traffic (as stipulated by condition 6);
- Confirmation that no construction traffic shall use Shepherds Thorn Lane;
- Construction vehicle sizes and routes;
- 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, including restrictions on the hours of working on the site including times of deliveries;
- 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 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.

4. Prior to the commencement of the development (including ground works), a survey (including photographic evidence) of the existing condition of the highway on Bradford Road, Bradley Road and Shepherds Thorn Lane (the extent of highway to be surveyed to be agreed in writing by the Local Planning Authority in advance) 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. The submission made pursuant to this condition shall also include a timetable of works and a commitment (with responsibilities assigned to named parties) to undertake remedial works (the details of which shall be submitted to and approved in writing by the Local Planning Authority) to maintain the highway during the entirety of the construction phase to the condition documented in the pre-commencement highway condition survey. The final highway remediation works so approved shall be completed prior to the occupation of the 277<sup>th</sup> dwelling.

**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.

5. Prior to the commencement of development (including vegetation clearance and ground works) a Construction Environmental Management Plan (CEMP: Biodiversity) shall be submitted to and approved in writing by the Local Planning Authority. The CEMP: Biodiversity shall include the following.

- Risk assessment of potentially damaging construction activities that refers to the most up-to-date site-specific survey information and specifically to nesting birds, badgers and invasive plant species;
- Identification of "biodiversity protection zones" where appropriate;
- Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (these may be provided as a set of method statements);
- The location and timing of sensitive works to avoid harm to biodiversity features;
- The times during construction when specialist ecologists need to be present on site to oversee works where appropriate;
- Responsible persons and lines of communication; and



- Use of protective fences, exclusion barriers and warning signs, where appropriate.

The approved CEMP: Biodiversity shall be implemented and adhered to throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

**Reason.** To protect biodiversity during construction by avoiding impacts to protected species and preventing the spread of non-native plants, and to accord with Policy LP30 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure measures to prevent or minimise biodiversity impacts are devised and agreed at an appropriate stage of the development process.

6. Prior to the commencement of development (including ground works), a vehicular access into the site shall be created at Bradford Road for use by construction traffic. Prior to being brought into use, visibility splays at this access shall be cleared of vegetation and boundary treatments and visibility splays shall be kept clear of all obstructions to visibility above 0.6m measured from the ground thereafter. This access shall be used by construction traffic for the duration of the construction phase, and no other access to or egress from the site for construction traffic shall be provided, enabled or used unless approved in writing by the Local Planning Authority.

**Reason:** In the interests of amenity, to ensure adequate intervisibility is provided and maintained, to ensure the highway is not obstructed, in the interests of highway safety, and to accord with Policies LP21, LP24 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 impacts are devised and agreed at an appropriate stage of the development process, and to ensure that adequate visibility is provided to enable works vehicles to enter and exit the site.

7. Prior to the commencement of development (including ground works) a scheme detailing temporary surface water drainage for the construction 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;
- 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 of the development shall be commenced until the temporary works approved for that 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.

8. Where implementation of the development hereby approved is to be phased, and/or any of the dwellings hereby approved are to become occupied prior to the completion of the development, details of temporary arrangements for the storage and collection of wastes from those residential units, and details of temporary arrangements for the management of waste collection points, shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of those residential units. The temporary arrangements so approved shall be implemented prior to the first occupation of those residential units, and shall be so retained thereafter for the duration of the construction works unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** To ensure satisfactory arrangements are implemented in relation to waste during the construction phase, in the interests of visual and residential amenity and highway safety, to assist in achieving sustainable development, and to accord with Policies LP21 and LP24 of the Kirklees Local Plan.

9. Prior to the commencement of development (including ground works), a written scheme of archaeological investigation (WSI) 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.

10. Prior to the commencement of development (including ground works) full details of the permanent site entrance and junction at Bradford Road, the toucan crossing and combined cycle/footway works on Bradford Road, and all other associated works shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of sight lines, road markings, construction specifications, signals, crossings, surface finishes and signage, an independent road safety audit covering all aspects of this work, and details of the delivery of the scheme under an appropriate Section 278 approval. The scheme shall also include the additional verge and landscaped areas that are required to allow for further junction works that may be required in relation to the potential future development of the HS11 allocated site. Unless otherwise agreed in writing by the Local Planning

Authority, no dwellings of the development hereby approved shall be occupied prior to the implementation of the approved scheme for use by residential traffic.

**Reason:** To ensure suitable vehicular access is provided for residents of the development hereby approved, in the interests of highway safety, to achieve a satisfactory layout, and to allow for future development of the HS11 allocated site in accordance with Policies LP5, LP20, LP21 and LP65 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure that details of the Bradford Road entrance and junction are agreed, and that the entrance and junction are provided, at an appropriate stage of the development process.

11. Prior to the commencement of development (including ground works) full details of the junction of Shepherds Thorn Lane and the spine road of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of sight lines, road markings, construction specifications, signals, crossings, surface finishes, signage and temporary (vehicular restriction, turning and emergency access) arrangements, an independent road safety audit covering all aspects of this work, and details of the delivery of the scheme under an appropriate Section 278 approval. The scheme shall also include provisions for further works required in relation to the potential future development of the HS11 allocated site. Unless otherwise agreed in writing by the Local Planning Authority, no more than 200 dwellings of the development hereby approved shall be occupied prior to the implementation of the approved scheme.

**Reason:** To ensure a suitable connection is provided, in the interests of highway safety, to achieve a satisfactory layout, and to allow for future development of the HS11 allocated site in accordance with Policies LP5, LP20, LP21 and LP65 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure that details of the junction of Shepherds Thorn Lane and the spine road are agreed, and that the junction is provided, at an appropriate stage of the development process.

12. Prior to the commencement of development, a scheme detailing the proposed internal adoptable roads, internal cycle paths and footpaths shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of an empty duct for high-voltage cabling beneath the full length of the spine road, swept paths for a 11.85m refuse vehicle, full sections, drainage details, street lighting, signing, surface finishes and the treatment of sight lines, together with an independent road safety audit covering all aspects of this work. No part of the development shall be brought into use until the internal adoptable roads for that part of the development have been completed in accordance with the approved plans and details or unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** In the interests of highway safety and to achieve a satisfactory layout in accordance with Policies LP20 and LP21 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure that details of internal adoptable roads are agreed at an appropriate stage of the development process.

13. Prior to the first occupation of any specified dwelling hereby approved, details of secure, covered and conveniently-located cycle parking for use by residents of that dwelling shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the details so

approved and the cycle parking shall be retained thereafter unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** In the interests of visual amenity and encouraging the use of sustainable transport modes, and to accord with policies LP20, LP21, LP22 and LP24 of the Kirklees Local Plan.

14. Prior to development commencing on the superstructure of any dwelling hereby approved, a scheme detailing the dedicated facilities to be provided for charging electric vehicles and other ultra-low emission vehicles shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall meet at least the following minimum standard for numbers and power output:

- One Standard Electric Vehicle Charging point (of a minimum output of 16A/3.5kW) for each residential unit that has a dedicated parking space; and
- One Standard Electric Vehicle Charging Point (of a minimum output of 16A/3.5kW) for every 10 unallocated residential parking spaces.

Dwellings and parking spaces that are to be provided with charging points shall not be brought into use until the charging points are installed and operational. The charging points installed shall be retained thereafter.

**Reason:** To ensure residents of the development are encouraged to use lower-carbon and more sustainable forms of transport and to mitigate the air quality impacts of the development in accordance with policies LP20, LP24, LP47, LP51 and LP52 of the Kirklees Local Plan, chapters 9 and 15 of the National Planning Policy Framework, and the West Yorkshire Low Emissions Strategy.

15. The following units (as annotated on drawing BVF-16-02-03 rev T) shall not be occupied prior to odorous activities at the adjacent farm permanently ceasing in accordance with the Unilateral Undertaking dated 13/06/2023:

- Units 8 to 20;
- Units 21 to 26;
- Units 59 to 61;
- Units 107 to 120;
- Units 134 to 142;
- Units 143 to 158; and
- Units 246 to 264

**Reason:** In the interests of residential amenity and to accord with Policies LP24 and LP52 of the Kirklees Local Plan.

16. Prior to the commencement of superstructure works, details of storage and access for collection of wastes from the residential units hereby approved, and details of management of waste collection points, shall be submitted to and approved in writing by the Local Planning Authority. The details shall confirm that waste collection points shall not obstruct access to private driveways, and shall include details of management measures (including measures to control odour and vermin) and measures to discourage flytipping. The works and arrangements comprising the approved details shall be implemented prior to first occupation and shall be so retained thereafter unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** In the interests of visual and residential amenity and highway safety, to assist in achieving sustainable development, and to accord with Policies LP21 and LP24 of the Kirklees Local Plan.



17. Where highway retaining structures are necessary, prior to development commencing on the superstructure of any dwelling hereby approved, the design and construction details of any such structures (and any temporary highway retaining structures that may be deemed necessary) shall be submitted to and approved in writing by the Local Planning Authority. The details shall include a design statement, all necessary ground investigations on which design assumptions are based, method statements for both temporary and permanent works and removal of any bulk excavations, together with structural calculations and all associated safety measures for the protection of adjacent public highways, footpaths, culverts, adjoining land and areas of public access. The development shall be completed in accordance with the approved details before any of the dwellings are occupied and shall be retained as such thereafter.

**Reason:** To ensure that any new retaining structures do not compromise the stability of the highway in the interests of highway safety and to accord with Policy LP21 of the Kirklees Local Plan.

18. Prior to the commencement of development, a scheme of intrusive investigations shall be carried out on site to establish the risks posed to the development hereby approved by past coal mining activity. 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, these works and/or measures shall be implemented on site in full prior to any part of the development hereby approved being brought into first use.

**Reason:** To minimise risk 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.

19. Prior to any part of the development hereby approved being brought into first use, a validation statement/declaration related to coal mining legacy 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 site is, or has been made, safe and stable for 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

20. Prior to the commencement of development, a scheme detailing foul, surface water and land drainage (including off-site works, outfalls, balancing works, plans and longitudinal sections and hydraulic calculations) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include a detailed maintenance and management plan for surface water infrastructure. None of the dwellings hereby approved shall be occupied until such approved drainage scheme has been provided on the site to serve the development or each agreed phase of the development to which the dwellings relate. The approved drainage scheme shall be retained thereafter.

**Reason:** To ensure the effective disposal of water from the development so as to avoid an increase in flood risk and so as to accord with Policies LP27 and LP28 of the Kirklees Local Plan and chapter 14 of the National Planning Policy Framework. This pre-commencement condition is necessary to ensure that details of drainage are agreed at an appropriate stage of the development process.

21. Prior to the commencement of development an assessment of the effects of 1 in 100 year storm events (with an additional allowance for climate change, blockage scenarios and exceedance events) on drainage infrastructure and surface water run-off pre- and post-development between the development and the surrounding area, in both directions, shall be submitted to and approved in writing by the Local Planning Authority. No part of the development hereby approved shall be brought into use (dwellings shall not be occupied) until the works comprising the approved scheme have been completed. The approved scheme shall be retained thereafter.

**Reason:** To ensure the effective disposal of water from the development so as to avoid an increase in flood risk and so as to accord with Policies LP27 and LP28 of the Kirklees Local Plan and chapter 14 of the National Planning Policy Framework. This pre-commencement condition is necessary to ensure that details of drainage are agreed at an appropriate stage of the development process.

22. Prior to the first occupation of any specified dwelling hereby approved, unless otherwise agreed in writing by the Local Planning Authority the approved vehicle parking area(s) for that dwelling shall be surfaced and drained in accordance with "Guidance on the permeable surfacing of front gardens (parking areas)", 13/05/2009 (ISBN 9781409804864) as amended or superseded, and shall thereafter retained throughout the lifetime of the development.

**Reason:** In the interests of highway safety and to achieve a satisfactory layout in accordance with Policies LP20 and LP21 of the Kirklees Local Plan.

23. Prior to the commencement of development (including ground works, other than those required to inform a site investigation report) a further Phase II Intrusive Site Investigation 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 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.

24. Where site remediation is recommended in the Phase II Intrusive Site Investigation Report approved pursuant to condition 23, prior to the commencement of development (including ground works, other than those required to inform a site investigation report) a Remediation Strategy shall be submitted to and approved in writing by the Local Planning Authority. 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.

25. Remediation of the site shall be carried out and completed in accordance with the Remediation Strategy approved pursuant to condition 24. 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 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.

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.

26. Following completion of any measures identified in the approved Remediation Strategy or any approved revised Remediation Strategy, a Validation Report shall be submitted to the Local Planning Authority. Unless otherwise agreed in writing with the Local Planning Authority, no part of the site shall be brought into use until such time as the remediation measures for the whole site 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 areas 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.

27. Prior to the commencement of development (excluding ground works) a further Noise Impact Assessment shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall:

- Clearly show which habitable rooms in which plots would not achieve satisfactory indoor sound levels with windows open, and for these rooms provide a detailed specification of the noise mitigation measures that would be necessary to achieve satisfactory indoor sound levels, including an alternative ventilation scheme which shall show how these rooms shall be provided with

sufficient ventilation to help control thermal comfort and avoid overheating during hot weather without the need to open windows; and

- Clearly show which external amenity areas at which plots would have daytime noise levels that exceed 50dB LAeq,16hour, and for these plots provide a detailed specification for the noise mitigation measures that would be required for outdoor noise levels of no more than 55dB LAeq, 16hour to be achieved at these plots.

Prior to the first occupation of any specified dwelling hereby approved all works specified for that dwelling in the approved Noise Impact 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.

This pre-commencement condition is necessary to ensure that noise mitigation measures are agreed at an appropriate stage of the development process.

28. Prior to the commencement of development (excluding ground works) a ventilation scheme for rooms where windows would need to be kept closed to prevent excessive indoor noise levels shall be submitted to and approved in writing by the Local Planning Authority. The ventilation scheme shall:

- Identify which rooms of which plots (referenced to the Noise Assessment prepared by Sharps Redmore dated 09/02/2021, ref: 2019711) require a ventilation system;
- Include the acoustic specification of the proposed ventilation system demonstrating that when operated it would not cause indoor noise target levels to be exceeded; and
- Demonstrate how habitable rooms of these plots shall be provided with sufficient ventilation to help control thermal comfort and avoid overheating during hot weather without the need to open windows. This shall include details of the air intake location and any summer bypass for any heat recovery system including a calculation for air changes/hour. A Standard Assessment Procedure (SAP) assessment would be acceptable to demonstrate that a risk of overheating is minimised.

Prior to the first occupation of any specified dwelling hereby approved the ventilation scheme specified for that dwelling shall be provided 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.

This pre-commencement condition is necessary to ensure that ventilation measures are agreed at an appropriate stage of the development process.

29. Prior to the commencement of superstructure works, a scheme detailing fully-costed air quality mitigation measures (based on the cost damage calculation set out in chapter 12 of the submitted Environmental Statement) shall be submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed in writing by the Local Planning Authority, no more than 100 dwellings of the development hereby approved shall be occupied prior to the implementation of the air quality mitigation measures so approved. Following completion of the approved air quality mitigation measures a verification report detailing a breakdown of costs shall be submitted to and approved in writing by the Local Planning Authority. The verification report shall detail the expenditure of each of the mitigation measures



agreed, and this shall reflect the total sum of cost damages that have been calculated for the development.

**Reason:** In the interests of amenity and to mitigate the air quality impacts of the development in accordance with policies LP20, LP21, LP24, LP47, LP51 and LP52 of the Kirklees Local Plan, chapters 9 and 15 of the National Planning Policy Framework, and the West Yorkshire Low Emissions Strategy.

30. Notwithstanding what is shown on drawing BVF-16-02-04 rev E, prior to the commencement of superstructure works, details of all external materials to be used shall be submitted to the Local Planning Authority, and samples shall be left on site for the inspection and approval in writing of the Local Planning Authority. The proposals shall be informed by a review of the site's context and the development's streetscape and character areas (details of which shall also be submitted pursuant to this condition). No materials other than those approved in accordance with this condition shall be used.

**Reason:** In the interests of visual amenity and to accord with Policy LP24 of the Kirklees Local Plan and the National Planning Policy Framework.

31. Prior to the commencement of superstructure works, and notwithstanding what is shown on the drawings hereby approved, details of all electricity substations to be provided on-site in association with the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The details shall include plans, elevations and sections, and details of external materials and any boundary treatments. The substation(s) shall be constructed in accordance with the details so approved.

**Reason:** In the interests of visual amenity and to accord with Policy LP24 of the Kirklees Local Plan and the National Planning Policy Framework.

32. Prior to the commencement of superstructure works, and notwithstanding what is shown on the drawings hereby approved, details (including sections and details of levels) of all boundary treatments, and any retaining walls and gabions, shall be submitted to and approved in writing by the Local Planning Authority. The details shall correspond with measures relating to flood routing, shall be designed to prevent and deter crime and anti-social behaviour, and shall provide for the movement of hedgehogs. The development shall be implemented in accordance with the details so approved. The approved works shall be retained thereafter.

**Reason:** In the interests of visual amenity, highways safety and biodiversity, to minimise flood risk, to ensure the amenities of existing neighbouring residential units and the residential units hereby approved are protected, in the interests of creating a safer, more sustainable neighbourhood and reducing the risk of crime and anti-social behaviour, and to accord with Policies LP21, LP24, LP27, LP30 and LP47 of the Kirklees Local Plan and the National Planning Policy Framework.

33. Prior to the commencement of superstructure works, details of external air source heat pump units to be provided as part of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The details shall include plans and specifications, shall confirm locations of the units, shall include screening measures where necessary, and shall include noise and maintenance information. The units shall be installed in accordance with the details

so approved and shall be maintained in accordance with the details so approved thereafter.

**Reason:** In the interests of visual and residential amenity, and to accord with Policies LP24 and LP52 of the Kirklees Local Plan and the National Planning Policy Framework.

34. Prior to the commencement of superstructure works, and notwithstanding what is shown on the drawings hereby approved, details of the foul water pumping station to be provided on-site in association with the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The details shall include plans, elevations and sections, and details of external materials, surface treatments and any bollards and boundary treatments. The foul water pumping station shall be constructed in accordance with the details so approved.

**Reason:** In the interests of visual amenity, to ensure impacts upon the openness of the green belt are minimised, and to accord with Policy LP24 of the Kirklees Local Plan and the National Planning Policy Framework.

35. Prior to the commencement of superstructure works, and notwithstanding what is shown on the drawings hereby approved, details of the drainage infrastructure works (including works providing access thereto) to be provided in association with the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The details shall include plans, elevations and sections, and details of levels, regrading, vegetation removal, surface treatments, boundary treatment removal, landscaping, any external materials and any bollards and boundary treatments. The drainage infrastructure works shall be constructed in accordance with the details so approved.

**Reason:** In the interests of visual amenity, to ensure impacts upon the openness of the green belt are minimised, and to accord with Policy LP24 of the Kirklees Local Plan and the National Planning Policy Framework.

36. Prior to the first occupation of any dwelling with external lighting (other than street lighting on streets to be adopted), details of the external lighting for that dwelling shall be submitted to and approved in writing by the Local Planning Authority. These details shall include a scheme detailing street lighting to all private (unadopted) roads/drives/courtyards and shall not include low-level or bollard street lighting. The external lighting shall be designed to avoid harm to residential amenity, increased highway safety risk, risk of creating opportunities for crime and anti-social behaviour, and disturbance to wildlife. All external lighting shall be installed in accordance with the details (including specifications and locations) so approved, and the external lighting shall be maintained thereafter in accordance with the approved details. No dwellings accessed from a private (unadopted) road/drive/courtyard shall be brought into use until the street lighting so approved for that road/drive/courtyard has been installed and brought into use, and the street lighting shall be retained as such thereafter. Under no circumstances should any other external lighting be installed without prior written consent from the Local Planning Authority.

**Reason:** In the interests of residential amenity and highway safety, to prevent significant ecological harm, to safeguard habitat, in the interests of creating a safer, more sustainable neighbourhood and reducing the risk of crime and anti-social behaviour, and to accord with Policies LP21, LP24, LP30 and LP47 of the Kirklees Local Plan and the National Planning Policy Framework.

37. Prior to the commencement of superstructure works, details of all hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. These shall include:

- Details of existing and proposed levels, and regrading;
- Planting plans, including additional treeplanting notwithstanding what is shown in the drawings hereby approved;
- Details of tree pit sizes and soils;
- Species schedules;
- Details of initial aftercare and long-term maintenance;
- Details of monitoring and remedial measures, including replacement of any trees, shrubs or planting that fails or becomes diseased within the first five years from completion;
- Details (including samples, if requested), of paving and other hard surface materials;
- Details of all on-site open spaces (including details of their purpose(s) and management) and of any areas for designated, informal, incidental and/or doorstep play;
- Details of all on-site play spaces;
- Details of covenants (or other suitable arrangements) regarding street tree retention, management and maintenance where these trees are not within adopted highways;
- Details of how soft landscaping has been designed to prevent and deter crime and anti-social behaviour; and
- Details of natural surveillance and windows overlooking publicly-accessible areas (including open spaces, pedestrian connections and public footpaths).

No part or phase of the development hereby approved shall be occupied until all hard and soft landscaping for that part or phase has been implemented in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. All approved landscaping shall be retained thereafter in accordance with the approved details and approved long-term maintenance, monitoring and remedial arrangements.

**Reason:** In the interests of local ecological value, visual amenity and highways safety, to ensure high quality open spaces are provided, to minimise flood risk, to ensure the amenities of existing neighbouring residential units and the residential units hereby approved are protected, in the interests of creating a safer, more sustainable neighbourhood and reducing the risk of crime and anti-social behaviour, and to accord with Policies LP21, LP24, LP27, LP30, LP32, LP33, LP47 and LP63 of the Kirklees Local Plan, and chapters 8, 12 and 15 of the National Planning Policy Framework.

38. Prior to the commencement of superstructure works, a Biodiversity Enhancement and Management Plan (BEMP) shall be submitted to and approved in writing by the Local Planning Authority. The BEMP shall be in accordance with the submitted Biodiversity Impact Assessment (Futures Ecology, April 2022, ref: FE30/BIA01), shall provide a minimum of 15.5 habitat units and 4.52 hedgerow units post-development and shall include the following:

- Description and evaluation of features to be managed;

- Details of the extent and location/area of proposed enhancement works on appropriately-scaled maps and plans;
- Details corresponding with landscaping details to be submitted pursuant to condition 37;
- Details of ecological trends and constraints on site that might influence management;
- Aims and Objectives of management;
- Appropriate management actions for achieving Aims and Objectives;
- An annual work programme (to cover an initial five-year period capable of being rolled forward over a period of 30 years);
- Details of the management body or organisation responsible for implementation of the BEMP;
- Details of an ongoing monitoring programme and remedial measures; and
- Arrangements for the review and update of the BEMP every five years and its implementation for a minimum of 30 years.

The BEMP shall include details of the legal and funding mechanisms by which the long-term implementation of the BEMP will be secured by the developer through the management body responsible for its delivery. The BEMP shall also set out (where the results from the monitoring show that the Aims and Objectives of the BEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers conservation Aims and Objectives for the site. The development shall be implemented in accordance with the approved BEMP and all measures and features shall be retained in that manner thereafter.

**Reason:** To secure mitigation and compensation for the ecological effects resulting from loss of habitat and to secure a net biodiversity gain in line with policy LP30 of the Kirklees Local Plan and chapter 15 of the National Planning Policy Framework. This pre-commencement condition is necessary to ensure that measures to ensure adequate enhancement and a biodiversity net gain are agreed at an appropriate stage of the development process.

39. Prior to the commencement of development (including ground works), an Arboricultural Method Statement and a Tree Protection Plan shall be submitted to and approved in writing by the Local Planning Authority. 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 measures are agreed at an appropriate stage of the development process.

40. 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.



41. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 as amended (or any Order revoking or re-enacting that Order with or without modification) no development included within Classes A, D and E of Part 1 and Class A of Part 2 of Schedule 2 to that Order shall be carried out at units 1, 5, 7, 8, 11, 15, 18, 21, 23, 40, 43, 66, 68, 75, 77, 81, 84, 85, 87, 91, 106, 112, 114, 132, 134, 137, 174, 176, 180, 181, 185, 188, 213, 216, 217, 218, 222, 225, 227, 230, 255 and 259 (as annotated on drawing BVF-16-02-03 rev T) without the prior written consent of the Local Planning Authority. No development shall be carried out, no boundary treatment or other obstacle shall be installed, and no trees shall be planted within the space immediately to the west of the curtilage of unit 143 without the prior written consent of the Local Planning Authority.

**Reason:** In the interests of visual amenity, to ensure the amenities of existing neighbouring residential units and the residential units hereby approved are protected, and to ensure the effective disposal of surface water from the development so as to avoid an increase in flood risk in accordance with Policies LP24, LP27 and LP28 of the Kirklees Local Plan and the National Planning Policy Framework.

42. Other than where indicated on the drawings hereby approved, and other than in relation to elevations not facing a highway, open space or green belt land, no cables, plumbing, foul pipes, vents, burglar alarm boxes, and/or CCTV cameras or related equipment and installations shall be located or fixed to any external elevation(s) of the development hereby approved. Should any such equipment or installations be considered necessary, details of these shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be completed in accordance with the details so approved.

**Reason:** In the interests of visual amenity and to accord with Policy LP24 of the Kirklees Local Plan and the National Planning Policy Framework.

**Informative:** For the avoidance of doubt, condition 11 relates to the junction of Shepherds Thorn Lane and the development's spine road adjacent to units 191-199 and 204-212 (as numbered on drawing BVF-16-02-03 rev T). Condition 11 does not relate to the site entrance for pedestrians and cyclists at the southeast corner of the site adjacent to 398 Bradley Road. Condition 11 is intended to ensure levels and the finished surfaces of the carriageways correspond, to ensure that appropriate feathering in is proposed (in connection with this, there will be a need for limited work on Shepherds Thorn Lane, outside the application site red line boundary), to ensure adequate visibility is provided for users, and to ensure other details of the junction are appropriately designed and implemented.

**CORPORATE COMMON SEAL of THE COUNCIL** )  
**OF THE BOROUGH OF KIRKLEES** was hereto )  
affixed but not delivered until the date hereof in )  
the presence of: )



020718

~~Service Director~~ – Legal, Governance and Commissioning  
Authorised Signatory

**EXECUTED** as a **DEED** (but not delivered until  
the date first above written) by

**RICHARD KERSHAW**

in the presence of:-

Signature of witness:

Name (in BLOCK CA

Address.

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.....

**EXECUTED** as a **DEED** (but not delivered until  
the date first above written) by

**SAMANTHA GILL**

in the presence of:-

Signature of witness ..

Name (in BLOCK CAPITALS) .

Address.

.....

**EXECUTED** as a **DEED** by  
as attorney for  
**REDROW HOMES LIMITED**  
in the presence of:-

as attorney for  
**REDROW HOMES LIMITED**

Signature of witness .....

Name (in BLOCK CAPITALS

Address: Redrow Homes Limited, St David's Park, Ewloe, Flintshire, CH5 3RX

**EXECUTED** as a **DEED** by ....  
as attorney for  
**REDROW HOMES LIMITED**  
in the presence of:-

....  
as attorney for  
**REDROW HOMES LIMITED**

Signature of witness .....

Name (in BLOCK CAPITALS) ...

Address: Redrow Homes Limited, St David's Park, Ewloe, Flintshire, CH5 3RX