

DATED 18th September **2025**

THE DISTRICT COUNCIL OF (1)
FOLKESTONE AND HYTHE

and

EDWARD JAMES RIX, ELIZABETH (2)
HARRIET WELCH & EMMA MAY RIX

and

GLADMAN DEVELOPMENTS (3)
LIMITED

PLANNING OBLIGATION UNDER
SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990
RELATING TO LAND TO THE SOUTH
OF ASHFORD ROAD, SELLINDGE

MILLS & REEVE

Contents

1	Interpretation	1
2	Statutory provisions	21
3	Conditionality	21
4	Covenants by the Owner	22
5	Covenants by the Council	22
6	Indexation	22
7	Release & Enforceability	22
8	Determination of deed	23
9	Local land charge	23
10	Council's costs	23
11	Interest on late payment	23
12	Ownership	24
13	Cancellation of entries	24
14	Disputes	24
15	No fetter of discretion	26
16	Waiver	26
17	Future permissions	26
18	Agreements and declarations	26
19	Notices	26
20	Third party rights	27
21	Value added tax	28
22	Governing law	28
	Schedule 1	32
	Schedule 2	51
	Covenants by the Council	51
	Annex 1	53
	Annex 2	54

Annex 3.....	55
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THIS DEED is made on 18th September 2025

BETWEEN:

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY ("**Council**");
- (2) **EDWARD JAMES RIX, ELIZABETH HARRIET WELCH** and **EMMA MAY RIX** of Symnel Cottage, Calleywell Lane, Aldington, Ashford, Kent TN25 7DU ("**Owner**"); and
- (3) **GLADMAN DEVELOPMENTS LIMITED** incorporated and registered in England and Wales with company number 03341567 whose registered office is at Gladman House Alexandria Way, Congleton Business Park, Congleton, Cheshire, United Kingdom, CW12 1LB ("**Promoter**");

each a "party" and together the "parties".

BACKGROUND:

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) KCC is the statutory authority for education for the area in which the Site is situated and is seeking the KCC Contributions (albeit KCC is not a party to this Deed).
- (C) The Owner is the registered proprietor of the Site with absolute title, registered at HM Land Registry under title number K942163.
- (D) The Promoter has submitted the Planning Application to the Council for the Development.
- (E) The Council resolved on 8 October 2024 to grant the Planning Permission subject to the prior completion of this Deed.
- (F) The Promoter has also submitted a planning application for the Potten Farm Development, which will be subject to a separate section 106 agreement.

AGREED TERMS:

1 Interpretation

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

"2015 Act" means the Self-Build and Custom Housebuilding Act 2015 (as amended);

"Act" means the Town and Country Planning Act 1990 (as amended);

"Adult Social Care Contribution" means in relation to a Reserved Matters Area such contribution as is calculated by multiplying:

- (a) the maximum number of Dwellings which may be constructed on the Reserved Matters Area as permitted by any Reserved Matters Approval; and
- (b) the sum of £180.88 (one hundred and eighty pounds and eighty eight pence)

such contribution being payable under the terms of this Deed towards the cost of specialist care accommodation, assistive technology systems and equipment to adapt homes, adapting community facilities, sensory facilities and changing places within the District;

"Affordable Housing" means affordable housing as that term is described and/or defined in Annex 2 of the National Planning Policy Framework and affordable in accordance with the Council's housing policies as at the date hereof;

"Affordable Housing Land" means each area or areas of land upon the Site which the Affordable Housing Units shall be constructed which shall be fully serviced sites in accordance with all necessary consents and permissions;

"Affordable Housing Scheme" means a written scheme submitted to and approved by the Council in accordance with the provisions of paragraph 1.1 of Part 1 of Schedule 1 which shall include:

- (a) a plan showing the location of the Affordable Housing Units;
- (b) the total number of Affordable Housing Units (which must be 22% (twenty-two percent) of the Total Dwellings);
- (c) the property type, size and total number of bedrooms of the Affordable Housing Units;
- (d) the tenure of the Affordable Housing Units which shall be (unless otherwise agreed in writing by the Council):

- (i) 70% (seventy percent) Rented Affordable Housing Units; and
- (ii) 30% (thirty percent) Shared Ownership Units;

(e) details of the service charge to be levied on the Affordable Housing Units demonstrating that any such charge is reasonable, proportionate and eligible for housing benefit or equivalent;

"Affordable Housing Units" means all the Dwellings identified in the Affordable Housing Scheme as Affordable Housing units to be constructed on the Affordable Housing Land together with any entrance ways, corridors, parking, storage areas and other ancillary areas as are necessary for their enjoyment in accordance with this Deed;

"Alternative Nutrient Mitigation Scheme" means another form of nutrient mitigation strategy including appropriate measures (other than a Water Recycling Centre) that may be proposed, explained and justified by the Owner in writing and agreed in writing by the Council (the Council having first (i) taken advice from the Consultant and (ii) obtained the agreement in writing of Natural England to the said proposal) to off-set the nutrients generated by the Development as calculated by the Nutrient Budget, such strategy to include details as to the retention and maintenance (as appropriate to the measures proposed) of such proposals in perpetuity or for as long as the Council shall reasonably require;

"Applicable Dwelling" means any Dwelling to be constructed pursuant to the Planning Permission except for 1 (one) bedroom Dwellings of less than 56 (fifty-six) square metres gross internal area and for the avoidance of doubt if a Dwelling has a gross internal area of less than 56 (fifty-six) square metres and is a 1 (one) bedroom Dwelling it shall not be an applicable dwelling and "Applicable Dwellings" shall be construed accordingly;

"Base Rate" means the base lending rate from time to time of the Bank of England;

"Biodiversity Enhancement Works" means the habitat creation, restoration and/or enhancement works on the Biodiversity Mitigation Site and/ or elsewhere as specified in the Biodiversity Gain Strategy and to be undertaken by the Owner (as appropriate to the enhancement works proposed) to ensure that the Development achieves the Biodiversity Net Gain;

“Biodiversity Gain Strategy” means the written strategy to ensure that the Development achieves the Biodiversity Net Gain which shall include:

- (a) the Biodiversity Unit Baseline;
- (b) the Biodiversity Unit score needed to achieve the Biodiversity Net Gain;
- (c) the Biodiversity Unit score following the implementation of the Biodiversity Enhancement Works;
- (d) the location, type and extent of the Biodiversity Enhancement Works (including a plan clearly identifying the Biodiversity Enhancement Works);
- (e) whether the Owner intends to achieve part or all of the Biodiversity Net Gain through the purchase of credits rather than the carrying out of works itself;
- (f) a timetable for the implementation of the Biodiversity Enhancement Works (provided that where this includes the purchase of credits such purchase must be completed prior to the Occupation of any Dwelling);
- (g) the roles and responsibilities of the people or organisation(s) delivering the Biodiversity Enhancement Works; and
- (h) either:
 - (i) a completed conservation covenant to secure the Biodiversity Enhancement Works and the management and maintenance of the same for a period of 30 years between the Biodiversity Mitigation Site Owner and a responsible body as defined in the Environment Act 2021; or
 - (ii) a completed agreement pursuant to section 106 of the Act to secure the Biodiversity Enhancement Works and the management and maintenance of the same for a period of 30 years between the Biodiversity Mitigation Site Owner and the Council

it being acknowledged that (i) and (ii) above will not be relevant where the Owner solely purchases credits to achieve the Biodiversity Net Gain.

“Biodiversity Metric” means the statutory biodiversity accounting tool published by the Department for Environment Food and Rural Affairs from time to time to measure biodiversity losses and gains, the version current at the date hereof being biodiversity metric 4.0;

“Biodiversity Mitigation Site” means the land identified in the Biodiversity Gain Strategy;

“Biodiversity Site Owner” means all persons with a freehold or leasehold interest in the Biodiversity Mitigation Site;

“Biodiversity Net Gain” means a 10% (ten percent) increase in Biodiversity Units resulting from implementing the Biodiversity Enhancement Works in accordance with the Biodiversity Gain Strategy (as measured using the Biodiversity Metric) compared against the Biodiversity Unit Baseline;

“Biodiversity Units” means the quantum of biodiversity as measured by the Biodiversity Metric;

“Biodiversity Unit Baseline” means the baseline biodiversity value of the Site as set out in the Biodiversity Gain Strategy as measured by the Biodiversity Metric;

“Building Regulations” means The Building Regulations 2010 (as amended);

“Commencement of Development” means the carrying out in relation to the Development pursuant to the Planning Permission of any material operation as defined by section 56(4) of the Act but disregarding for the purposes of this Deed, and for no other purpose, the following operations:

- (a) site clearance;
- (b) demolition works;
- (c) archaeological investigations;
- (d) investigation for the purpose of assessing ground conditions;
- (e) site survey works;
- (f) remedial work in respect of any contamination or other adverse ground conditions;

- (g) diversion and laying of services;
- (h) temporary access construction works;
- (i) erection of any temporary means of enclosure;
- (j) the temporary display of site notices or advertisements; and
- (k) the carrying out of any works required as a condition of the Planning Permission to be undertaken before implementation of the Development.

“Commenced”, “Commences” and “Commence Development” shall be construed accordingly;

“Community Learning and Skills Contribution” means in relation to a Reserved Matters Area such contribution as is calculated by multiplying:

- (a) the maximum number of Dwellings which may be constructed on the Reserved Matters Area as permitted by any Reserved Matters Approval; and
- (b) the sum of £34.21 (thirty four pounds and twenty one pence)

such contribution being payable under the terms of this Deed towards the cost of additional equipment and resources for adult education centres in the District (including provision for outreach);

“Consultant” means an appropriately qualified consultant to the Council and appointed by the Council in connection with the Nutrient Mitigation Scheme and/or an Alternative Nutrient Mitigation Scheme;

“Custom Build Unit” means a Dwelling commissioned by a First Occupier who intends to live in that Dwelling for the purposes of Section 1 (A1) and (A2) of the 2015 Act;

“Default Interest Rate” means 4% per annum above the Base Rate;

“Development” means the erection of up to 52 dwellings with public open space, landscaping, sustainable drainage system (SuDS), a vehicular access point from Ashford Road;

“District” means the Folkestone and Hythe District;

“Ducted” means in relation to the Self/Custom Build Plots that the Self/Custom Build Plots have been provided with all necessary service ducts to enable connection to water and electricity to the reasonable satisfaction of the Council;

“Dwelling” means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and “Dwellings” shall be construed accordingly;

“First Occupier” means in relation to a Self-Build Unit or Custom Build Unit a person who is the first to Occupy that Self-Build Unit or Custom Build Unit and who has had input to its design and layout having either commissioned a specialist developer to help deliver it as that First Occupier's own home or having personally attended to, managed or co-ordinated the construction of the relevant Self-Build Unit or Custom Build Unit as their own home and who proposes to Occupy that Self-Build Unit or Custom Build Unit as their own home;

“Housing Allocations Policy” means the Council's Housing Allocations Policy as amended from time to time;

“Index” means:

- (a) the BCIS All-In Tender Price Index (or any successor index) in relation to the KCC Contributions; and
- (b) the Retail Prices Index: All Items in relation to any other sum or contribution payable pursuant to this Deed;

or such other successor index or if there is no such successor index such other reasonable alternative index as notified to the Owner by the Council and the expression “Indexation” and “Indexed” shall be construed accordingly;

“Integrated Children's Services Contribution” means in relation to a Reserved Matters Area such contribution as is calculated by multiplying:

- (a) the maximum number of Dwellings which may be constructed on the Reserved Matters Area as permitted by any Reserved Matters Approval; and
- (b) the sum of £74.05 (seventy four pounds and five pence)

such contribution being payable under the terms of this Deed towards the cost of additional equipment and resources for the Integrated Children's Services in the District (including outreach provision);

“KCC” means Kent County Council;

“KCC Contributions” means together the following:

- (c) Adult Social Care Contribution;
- (d) Community Learning and Skills Contribution;
- (e) Integrated Children's Services Contribution;
- (f) Library Registrations and Archives Service Contribution;
- (g) Primary Education Contribution
- (h) Primary Education Land Contribution;
- (i) Secondary Education Contribution;
- (j) SEND Contribution; and
- (k) Waste Contribution;

“Library Registrations and Archives Service Contribution” means in relation to a Reserved Matters Area such contribution as is calculated by multiplying:

- (a) the maximum number of Dwellings which may be constructed on the Reserved Matters Area as permitted by any Reserved Matters Approval; and
- (b) sum of £62.63 (sixty two pounds and sixty three pence)

such contribution being payable under the terms of this Deed towards the cost of additional resources, equipment and book stock (including reconfiguration of space) at libraries serving the Development including (but not limited to) Hythe Library, Lyminge Library and the mobile library serving Sellindge;

“Local Market Rent” means Market Rent as defined in the RICS Manual of Valuation Practice 6th Edition (otherwise known as the RICS Red Book) but in relation to any valuation of such market rent on the assumption that the restrictions upon occupation or use affecting the Affordable Housing do not apply;

“Management Arrangements” means the arrangements for the long term maintenance and management of the Open Space and Play Space which shall be

consistent with any relevant Council policy for the management and maintenance of and public access to Open Space and Play Space on the Site and which shall include:

- (a) actions to be undertaken by way of regular management and maintenance of each area of Open Space and Play Space on Site including frequency;
- (b) steps to be taken to ensure public health and safety while using the Open Space and Play Space on Site;
- (c) standards to be observed with specifications where requested by the Council;
- (d) steps to be taken to ensure the public are aware of contact details for persons on call to deal with issues arising in relation to any area of Open Space and Play Space on Site;
- (e) the anticipated costs of managing and maintaining the Open Space and Play Space on Site based on actual figures where possible or examples of similar Open Space or Play Space;
- (f) the funding of the Open Space and the Play Space on Site to ensure the same are sufficiently funded for the lifetime of the Development;
- (g) the proposed detail of any estate charge and any proposals for reasonable increases over time; and
- (h) the Management Company to be responsible for the ongoing management and maintenance to ensure such ongoing management and maintenance for the lifetime of the Development;

“Management Company” means a private limited company whose primary objections permit it to own, maintain, manage and renew the Open Space and Play Space in accordance with the Management Arrangements;

“Marketing Period” means for a continuous period of 12 (twelve) months beginning from the date on which all the Self/Custom Build Plots have been Ducted;

“Marketing Strategy” means a written strategy for the marketing of the Self/Custom Build Plots within a Reserved Matters Area to include:

- (a) a strategy for:

- (i) the direct marketing to persons on the Self/Custom Build Register; and
 - (ii) the marketing to other persons in the District who are not on the Self/Custom Build Register but who may be interested in becoming a First Occupier
- (b) details of when services will become connected such that each Self/Custom Build Plot will be in a Serviced Condition;
- (c) steps to be taken in the event the marketing described in the strategy is not successful; and
- (d) details of the proposed estate agent(s) for marketing the Self/Custom Build Plots;

“NHS Contribution” means in relation to a Reserved Matters Area such contribution as is calculated by multiplying:

- (a) the sum of the maximum number of Dwellings which may be constructed on the Reserved Matters Area as permitted by any Reserved Matters Approval multiplied by the relevant NHS Assumed Occupancy generated by that Reserved Matters Approval; and
- (b) the sum of £360.00 (three hundred and sixty pounds)

such contribution being payable under the terms of this Deed for the refurbishment, reconfiguration and/or extension of existing GP surgeries and other healthcare premises covering the area of the Development or towards new general practice premises or healthcare services in the community in line with the healthcare strategy for the location of the Site;

“NHS Assumed Occupancy” means

- (a) in relation to a Dwelling which is a one bed unit: 1.4 persons;
- (b) in relation to a Dwelling which is a two bed unit: 2 persons;
- (c) in relation to a Dwelling which is a three bed unit: 2.8 persons;
- (d) in relation to a Dwelling which is a four bed unit: 3.5 persons; and
- (e) in relation to a Dwelling which is a five bed unit: 4.8 persons;

“Non-Carved Out Provisions” means the following (all references being to paragraphs and Parts of Schedule 1);

- (a) in relation to the Affordable Housing Units:
 - (i) paragraphs 1.5 and 1.10 of Part 1;
- (b) in relation to the Open Market Units:
 - (i) paragraphs 1.5 and 1.11 of Part 4;
- (c) in relation to all Dwellings:
 - (i) paragraph 1.9 Part 4;
 - (ii) paragraph 1.3 Part 5;
 - (iii) paragraphs 1.3 and 1.5 of Part 6;
 - (iv) paragraphs 1.3 and 1.5(b) of Part 7;
 - (v) paragraph 1.3 of Part 8; and
 - (vi) paragraph 1.3 of Part 9;
- (d) in relation to any Dwelling on a Self/Custom Build Plot paragraph 1.7(b) of Part 2; and
- (e) in relation to Self-Build Units and Custom Build Units paragraph 1.8(b) of Part 2;

“Nutrient Mitigation Scheme” means a nutrient mitigation scheme which fully mitigates against the Nutrient Budget to ensure that the Development achieves nutrient neutrality via a new Water Recycling Centre demonstrating nutrient neutrality in relation to the Development. Such scheme shall include:

- (i) a location plan showing the location of the Water Recycling Centre and the Surface Water Measures;
- (ii) details of the new Water Recycling Centre phosphorus discharge concentration which shall be no more than 0.2mg per litre;

- (iii) details of the new Water Recycling Centre nitrate discharge concentration which shall be no more than 7.5mg per litre;
- (iv) a timetable for the installation, construction, layout and implementation of the Water Recycling Centre; and
- (v) details of the future maintenance and management of the Water Recycling Centre to ensure the same is sufficiently maintained and managed for the lifetime of the Development;

“Nutrient Budget” means 166.71 kg total nitrogen per year and 4.83 kg per year of total phosphorus being the amount which is required to be mitigated to ensure the Development remains nutrient neutral as calculated at the date of this Deed or where there is a change in the methods or legislation of calculating the required phosphate or nitrate mitigation resulting in an improvement in phosphate or nitrate reductions reducing the amount of mitigation required such lower figure as may be agreed with the Council in writing;

“Occupation” means occupation pursuant to 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 “Occupiers”, “Occupied” and “Occupy” shall be construed accordingly;

“Open Market Units” means the Dwellings on the Site that are not Affordable Housing Units;

“Open Space” means the informal green space for public amenity including space for outdoor sports and play forming part of the Development in accordance with the Planning Permission and Open Space Scheme;

“Open Space Scheme” means a written scheme to include such layout drawings and other drawings and specifications as the Council may require in connection with the Open Space which:

- (a) details the size, location and type of Open Space to be provided;
- (b) demonstrates how the above Open Space is sufficient to meet the needs of the Development in accordance with the Council's relevant policies;
- (c) details of how the relevant Open Space is proposed to be delivered;

- (d) details of the removal of any fencing or physical barriers separating the Site from the Potten Farm Site;
- (e) details the Management Arrangements for the Open Space to be provided;
- (f) sets out the proposed regime to apply in relation to inspection of the relevant Open Space by the Council including provision for the Council to specify defects to be remedied by the Owner;

“Plan 1” means the plan attached as Annex 1;

“Plan 2” means the plan attached as Annex 2;

“Planning Application” means the application for outline planning permission for the Development registered by the Council under reference number 20/0604/FH;

“Planning Permission” means the outline planning permission to be granted by the Council for the Development pursuant to the Planning Application in the draft form attached as Annex 3;

“Play Space” means the locally equipped children’s play space forming part of the Development with appropriate equipment and health and safety provision in accordance with the Planning Permission and Play Space Scheme;

“Play Space Scheme” means a written scheme to include such layout drawings and other drawings and specifications as the Council may require in connection with the Play Space which:

- (a) details the size and location of the Play Space to be provided;
- (b) demonstrates how the above Play Space is sufficient to meet the needs of the Development in accordance with the Council’s relevant policies;
- (c) details of how the relevant Play Space is proposed to be delivered;
- (d) details the Management Arrangements for the Play Space to be provided;
- (e) sets out the proposed regime to apply in relation to inspection of the relevant Play Space by the Council including provision for the Council to specify defects to be remedied by the Owner;

"Potten Farm Development" means the residential development of the land shown edged blue on Plan 2 (the **"Potten Farm Site"**) for residential development pursuant to a planning permission for such use granted by the Council;

"Practical Completion" means practical completion of the relevant Dwelling (as the context shall require in this Deed) so that the Dwellings can be used for the purpose for which they were designed and constructed and are available and ready for Occupation and "Practically Completed" shall be construed accordingly;

"Primary Education Contribution" means in relation to a Reserved Matters Area such contribution as is calculated by adding together:

- (a) the maximum number of Applicable Dwellings which are houses which may be constructed on the Reserved Matters Area as permitted by a Reserved Matters Approval multiplied by the relevant Primary Education Multiplier for houses; and
- (b) the maximum number of Applicable Dwellings which are flats which may be constructed in the Reserved Matters Area as permitted by a Reserved Matters Approved multiplied by the relevant Primary Education Multiplier for flats;

such contribution being payable under the terms of this Deed for the purposes of the expansion of Sellindge Primary School and/or the creation of additional primary places in the Sellindge and Lympe planning group;

"Primary Education Land" means the off-Site parcel of land to the rear of Sellindge Primary School comprising of 0.74 acres which is to be transferred to Kent County Council under a separate deed;

"Primary Education Land Contribution" means in relation to a Reserved Matters Area such contribution as is calculated by multiplying the following:

- (a) the maximum number of Applicable Dwellings which may be constructed on the Reserved Matters Area as permitted by a Reserved Matters Approval; and
- (b) the sum of £1,000 (one thousand pounds);

such contribution being payable under the terms of this Deed towards the cost of the provision of the Primary Education Land;

"Primary Education Multiplier" means the sum of £5,412.74 (five thousand four hundred and twelve pounds and seventy-four pence) for each Dwelling which is a

house and £1,353.18 (one thousand three hundred and fifty-three pounds and eighteen pence) for each Dwelling which is a flat;

“Primary Road” means the road within the Site that will form the spine road of the Development and which will connect to the boundary of the Site with the Potten Farn Site with a view to enabling pedestrian and vehicular access from the Site to and through the Potten Farm Development such road to comprise a 5 metre wide carriageway and 2 metre wide footway on both sides built to an adoptable standard such details to be approved by the Council as part of the Reserved Matters Application (or in the case of more than one Reserved Matters Application the Reserved Matters Application in respect of the layout of the Development);

“Primary Road Specification” means a written specification for the layout, construction and ongoing maintenance of the Primary Road and all appropriate service connections to the Potten Farm Site to be approved in writing by the Council

“Proven Need for Accommodation” means persons identified by the Council as being in need of housing in accordance with the Council's Housing Allocations Policy;

“Registered Provider” means any body or organisation that is permitted by law (or other housing provider agreed in writing by the Council) and whose main function or aim is to provide and/or manage Affordable Housing including a housing association or housing company or trust registered as a provider with the Regulator of Social Housing or its successor or an alternative provider of Affordable Housing or any company or other body approved by Homes England for receipt of Social Housing Grant in each case nominated by the Owner and approved in writing by the Council;

“Rented Affordable Housing Units” means rented housing owned and managed by a Registered Provider that is outside the national rent regime but is subject to other rent controls that require it to be offered to persons at a rent not exceeding 80% (eighty percent) of Local Market Rent (including service charges where appropriate);

“Reserved Matters Application” means an application relating to all or part of the Site for the approval of matters reserved under the conditions of the Planning Permission for subsequent approval in accordance with section 92(2) of the Act and the expression “Reserved Matters Approval” and “Reserved Matters Area” shall be construed accordingly;

“Rotherwood Development” means the residential development of the land to the south-east of the Site shown edged green on Plan 2 for residential development pursuant to a planning permission for such use granted by the Council;

“Secondary Education Contribution” means in relation to a Reserved Matters Area such contribution as is calculated by adding together:

- (a) the sum of the number of Applicable Dwellings as houses which may be constructed in the Reserved Matters Area as permitted by a Reserved Matters Approval multiplied by the relevant Secondary Education Multiplier for houses; and
- (b) the sum of the number of Applicable Dwellings as flats which may be constructed in the Reserved Matters Area as permitted by a Reserved Matters Approval multiplied by the relevant Secondary Education Multiplier for flats;

such contribution being payable under the terms of this Deed for the purposes of the expansion of selective and non-selective secondary schools in the District in order to meet the needs of the Development;

“Secondary Education Multiplier” means the sum of £5,328.27 (five thousand three hundred and twenty-eight pounds and twenty-seven pence) for each Applicable Dwelling which is a house and £1,332.32 (one thousand three hundred and thirty-two pounds and thirty-two pence) for each Applicable Dwelling which is a flat;

“Self-Build Unit” means a Dwelling built or constructed by a First Occupier on a Self/Custom Build Plot who intends to live in that Dwelling and who directly organises the design and construction of that Dwelling for the purposes of Sections 1(A1) and (A2) of the 2015 Act;

“Self/Custom Build Condition” means that in relation to any Self/Custom Build Plot:

- (a) the same has been actively and diligently marketed to the reasonable satisfaction of the Council in accordance with the approved Marketing Strategy for the whole of the Marketing Period;
- (b) written monthly reports have been made to the Council in accordance with paragraph 1.5 of Part 2 of Schedule 1;

- (c) all reasonable and commercial efforts have been made by the Owner to dispose of the relevant Self/Custom Build Plot to a person who will qualify as a First Occupier;
- (d) notwithstanding those efforts the Owner has not been able to dispose of the relevant Self/Custom Build Plot to a person who will qualify as a First Occupier; and
- (e) the Council has in writing confirmed that the relevant Self/Custom Build Plot may be freed from the restrictions in paragraphs 1.7 and 1.8 of Part 2 of Schedule 1;

"Self/Custom Build Plot" means an individual plot on the Development on which a Self-Build Unit or Custom Build Unit may be constructed and which is identified as such in a Self/Custom Build Scheme approved in writing by the Council;

"Self/Custom Build Register" means the register kept and maintained by the Council in accordance with the 2015 Act of individuals who have expressed an interest in self-build and custom build projects;

"Self/Custom Build Scheme" means a written scheme submitted to and approved by the Council in accordance with paragraphs 1.1 of Part 2 of Schedule 1, which includes the following:

- (a) confirmation of the number of Self-Build Units and/or Custom Build Units to be made available such number to be 5% (five percent) rounded up of the Total Dwellings;
- (b) a plan showing the location of the Self/Custom Build Plots;
- (c) a programme for making available the Self/Custom Build Plots to a Serviced Condition; and
- (d) the principles to be applied to the design of the Self-Build Units and the Custom Build Units;

"SEND Contribution" means in relation to a Reserved Matters Area such contribution as is calculated by adding together:

- (a) the maximum number of Applicable Dwellings which are houses which may be constructed in the Reserved Matters Area as permitted by a Reserved Matters Approval multiplied by the relevant SEND Multiplier for houses; and
- (b) the maximum number of Applicable Dwellings which are flats which may be constructed in the Reserved Matters Area as permitted by a Reserved Matters Approval multiplied by the relevant SEND Multiplier for flats;

such contribution being payable under the terms of this Deed for the purposes of providing additional places and/or facilities within the Council's district for children of the Development with special educational and development needs;

"SEND Multiplier" means the sum of £559.83 (five hundred and fifty-nine pounds and eighty three pence) for each Applicable Dwelling which is a house and £139.96 (one hundred and thirty-nine pounds and ninety-six pence) for each Applicable Dwelling which is a flat;

"Serviced Condition" means that a Self/Custom Build Plot meets the definition of "serviced plot of land" contained in Section 5 of the 2015 Act by having access to a public highway and connections for electricity, water and waste-water;

"Shared Ownership Lease" means a lease or sub lease under which an Affordable Housing Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit and pays a rental element on the balance if required by the Registered Provider and allows the lessee to staircase to 100% of the equity of the Shared Ownership Unit;

"Shared Ownership Units" means those Affordable Housing Units that are to be disposed of by Shared Ownership Lease or other intermediate affordable housing as approved by the Council as a form of Affordable Housing at the time of the submission of the Reserved Matters Application;

"Site" means the land known as The Grove House Fields, Main Road, Sellindge, Ashford shown edged red on Plan 1;

"Specialist Housing Scheme" means a written scheme submitted to and approved by the Council in accordance with the provisions of paragraph 1.1 Part 3 of Schedule 1 which shall include:

- (a) a plan showing the location of the Specialist Housing Units;
- (b) the total number of Specialist Housing Units (which must be 10% (ten percent) of the Total Dwellings);
- (c) the property type, size and total number of bedrooms of the Specialist Housing Units;
- (d) any additional information as the Council may reasonably require in connection with the Specialist Housing Units;

"Specialist Housing Units" means the specialist housing units on the Site that are designed, constructed and provided in accordance with M4(3): Category 3 – Wheelchair user dwellings standards as set out in the Building Regulations;

"Start Date" in relation to when Indexation is to begin for the purposes of clause 6 means the date of this Deed save that the Start Date for the Secondary Education Multiplier and the SEND Multiplier shall be Q1 (quarter one) of 2022;

"Surface Water Measures" means a scheme of works and measures to be agreed with the Council to be laid out installed and completed on the Site to remove phosphates and nitrates from surface water run-off at the Site;

"Total Dwellings" means the total number of Dwellings as are approved for construction on the Site (or on a Reserved Matters Area as the case may be) pursuant to a Reserved Matters Approval;

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

"Waste Contribution" means in relation to a Reserved Matters Area such contribution as is calculated by multiplying:

- (a) the maximum number of Dwellings which may be constructed on the Reserved Matters Area as permitted by any Reserved Matters Approval; and
- (b) the sum of £194.13 (one hundred and ninety four pounds and thirteen pence)

such contribution being payable under the terms of this Deed towards a new Folkestone waste transfer station and improvements at Folkestone Household Waste Recycling Centre;

“Water Recycling Centre” means a new water recycling centre to be constructed on the Potten Farm Development to serve the Potten Farm Development and the Development with a phosphorous discharge limit of no more than 0.2mg per litre and nitrate discharge limit of no more than 7.5mg to be adopted by Severn Trent Connect (or such other similar OFWAT appointed sewage undertaker); and

“Working Day” means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors in title and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and email.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Deed.

- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the term(s) **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

2 Statutory provisions

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by that person in the Site and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the Act.
- 2.4 In the event that the Council shall at any time hereafter grant planning permission pursuant to an application made under Section 73 or 73B of the Act relating to the Planning Permission the obligations in this Deed shall bind the Site in the event of it being developed pursuant to any such planning permission and the definitions of Planning Application, Planning Permission and Development in this Deed hereunder shall be read and construed accordingly to include any planning application under Section 73 or 73B of the Act and the planning permission granted thereunder and the subsequent development permitted unless otherwise agreed between the Parties.

3 Conditionality

- 3.1 With the exception of clause 2, clause 3, clause 9, clause 10.1, clause 12, clause 14, clause 14.1, clause 17, clause 18, clause 19, clause 20, and clause 22 (which take effect immediately), this Deed is conditional on the grant and issue of the Planning Permission and the Commencement of Development save for the obligations in this

Deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon completion of this Deed.

4 Covenants by the Owner

- 4.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.

5 Covenants by the Council

- 5.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6 Indexation

- 6.1 Any sum referred to in this Deed shall be increased by an amount equivalent to the increase in the Index from the relevant Start Date until the date on which such sum is paid but subject to clause 6.2.
- 6.2 For each of the sums used as multipliers (being the Primary Education Multiplier, the Secondary Education Multiplier and the SEND Multiplier) such multiplier shall be Indexed according to the increase in the Index from the relevant Start Date until the date such multiplier is used in the calculation to produce a contribution payable under this Deed PROVIDED THAT if any contribution so calculated is not paid in full within 5 (five) Working Days of it being calculated the relevant multiplier shall be Indexed again with further calculations of the relevant contribution until the relevant contribution is paid in order that the value of such multiplier used in any such calculation is maintained until the relevant contribution is paid.

7 Release & Enforceability

- 7.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site, except in respect of any breach subsisting before parting with that interest.
- 7.2 Save for the Non-Carved Out Provisions this Deed shall not be enforceable against residential owner-occupiers or tenants or their mortgagees of a Dwelling whose interest in the Site is limited to being a purchaser/occupier tenant or the mortgagee of a single Dwelling.

- 7.3 The obligations in this Deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage telecommunications services or public transport services.

8 Determination of deed

- 8.1 The obligations in this Deed (with the exception of clause 10.1) shall cease to have effect if the Planning Permission:

- 8.1.1 expires before the Commencement of Development;
- 8.1.2 is withdrawn or revoked other than at the Owner's request;
- 8.1.3 is quashed following a successful legal challenge; or
- 8.1.4 is modified by any statutory procedure (except for modifications pursuant to clause 2.4)

9 Local land charge

- 9.1 This Deed is a local land charge and shall be registered as such by the Council.

10 Council's costs

- 10.1 The Owner shall pay to the Council on or before the date of this Deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.
- 10.2 The Owner shall pay to the Council the sum of £6,000 (six thousand pounds) as a contribution towards the Council's costs of monitoring the implementation of this Deed prior to the Commencement of Development.

11 Interest on late payment

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

12 Ownership

12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site, save for the beneficial interests in the Site held by:

- (a) Julius James Rix;
- (b) Charles Edward Rix;
- (c) Harriet Jennie Rix; and
- (d) the beneficiaries of a trust created in August 2024 by Elizabeth Harriet Welch.

12.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 5 (five) Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site PROVIDED THAT this obligation shall not be applicable to the disposal of individual Dwellings to individual purchasers:

- 12.2.1 the name and address of the person to whom the disposition was made; and
- 12.2.2 the nature and extent of the interest disposed of (including if reasonably requested by the Council any relevant contractual or other documentation relating to the disposal).

13 Cancellation of entries

13.1 Following the performance and full satisfaction of all the terms of this agreement or if this Deed is determined pursuant to clause 8 (and subject to the payment of the Council's reasonable and proper costs and charges), the Council shall on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

14 Disputes

14.1 Except as to matters of law and subject to the express provisions of this Deed to the contrary any dispute or difference arising between the parties as to any of the provisions of this Deed and/or their respective rights duties or obligations or as to any

other matter or thing in any way arising out of or in connection with the subject matter of this Deed shall forthwith be referred by the parties or any of them for determination by an independent person (the **Expert**) to be agreed upon between the parties and failing such agreement within ten (10) Working Days of any party calling upon the others to agree to be appointed on the application of the parties or any of them by the President for the time being of The Royal Institution of Chartered Surveyors or any successor Institute (the **President**).

14.2 The Expert shall act as an expert and make his determination within twenty (20) Working Days from the date of his appointment such determination to be made in writing giving full reasons therefor and shall be binding upon the parties.

14.3 If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place.

14.4 It is hereby agreed and declared that:-

14.4.1 the Expert shall afford to the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties hereto which are received by him within ten (10) Working Days after the parties have been afforded such an opportunity and each party shall be entitled to receive a copy of any such written representations made by or on behalf of the other parties and within five (5) Working Days of such receipt to make written counter-representations;

14.4.2 the Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit;

14.4.3 the Expert shall have an unfettered discretion to determine the reference to him;

14.4.4 the fees and expenses of the Expert including the cost of his appointment shall be borne equally between the parties (and if any party shall pay the Expert's fees and expenses it shall be entitled to recover one half from the other) unless the Expert shall direct otherwise and he shall have power so to direct if he considers it reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question.

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

15 No fetter of discretion

- 15.1 Nothing (contained or implied) in this Deed fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.

16 Waiver

- 16.1 No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

17 Future permissions

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

18 Agreements and declarations

- 18.1 The parties agree that:

18.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

18.1.2 nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

19 Notices

- 19.1 Any notice to be given under this Deed must be in writing and must be:

19.1.1 delivered by hand; or

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

19.2 Any notice to be given under this Deed must be sent to the relevant party as follows:

19.2.1 to the Council at Civic Centre, Castle Hill Avenue, Folkestone, Kent ,CT20 2QY marked for the attention of the Chief Planning Officer quoting reference "20/0604/FH";

19.2.2 to the Owner at the address set out above;

19.2.3 to the Promoter at the address set out above for the attention of the Legal Department;

or as otherwise specified by the relevant party by notice in writing to each other party.

19.3 Any notice given in accordance with clause 19.1 and clause 19.2 will be deemed to have been received:

19.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

19.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.

19.4 A notice given under this Deed shall not be validly given if sent by e-mail.

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

20 Third party rights

20.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

21 Value added tax

21.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this Deed is exclusive of VAT (if any).

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

22 Governing law

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of THE DISTRICT)
COUNCIL OF FOLKSTONE AND)
HYTHE was hereunto affixed and this)
document was thereby executed as a)
deed in the presence of:)



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SIGNED AS A DEED by

EDWARD JAMES RIX



In the presence of:



Witness name:

Paul Sumner

Witness address:

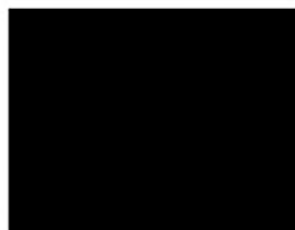


Occupation:

Partner

SIGNED AS A DEED by

ELIZABETH HARRIET WELCH



In the presence of:



Witness name:

Carole Thomas

Witness address:



Occupation:

Company secretary

SIGNED AS A DEED by

EMMA MAY RIX

In the presence of:

Witness name:

Witness address:

Occupation:

Penny Hari

Solicitor

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
Acting by a power of attorney dated 14 July 2025:

Attorney


(signature)

Kevin Andrew Waters

(print name)

Senior Planning & Development Director

(position)

In the presence of:
Signature of witness

Name (IN BLOCK CAPITALS)

Lynette Anderson

Address

Occupation

Solicitor

Attorney


(signature)

Jennifer Warburton

(print name)

Finance Director

(position)

In the presence of:
Signature of witness

Name (IN BLOCK CAPITALS)

Tracey Oakes

Address

Occupation

Personal Assistant

Schedule 1

Owner's Covenants

The Owner covenants with the Council as follows:

Part 1 – Affordable Housing

- 1.1 Prior to or as part of the Reserved Matters Application containing Dwellings (or the first such application in the case of more than one Reserved Matters Application), to submit to the Council for approval the Affordable Housing Scheme and the Owner must not Commence Development until the Affordable Housing Scheme has been approved in writing by the Council.
- 1.2 Not to amend the approved Affordable Housing Scheme unless agreed with the Council in writing (and for the avoidance of doubt any such amendment must be approved by the Council in writing).
- 1.3 22% (twenty-two percent) of the Total Dwellings shall be provided as Affordable Housing Units in accordance with the approved Affordable Housing Scheme and in accordance with this Deed.
- 1.4 To ensure the integration of the Affordable Housing Units with the Open Market Units and the location of the Affordable Housing Units shall be agreed in writing by the Council as part of the Affordable Housing Scheme.
- 1.5 Not to allow, cause or permit the Occupation of the Affordable Housing Units otherwise than in accordance with the Affordable Housing Scheme.
- 1.6 Prior to the Occupation of the Development, to submit to the Council for approval details of the Registered Provider for the Affordable Housing Units and the intended mechanisms by which any Shared Ownership Units are to be made available as Affordable Housing (meaning the estimated current market value and consequential likely monthly costs of mortgage and any rent that the intended Registered Provider would expect to charge to an occupier of such an Affordable Housing Unit).
- 1.7 That no more than 85% (eighty-five percent) of the Open Market Units shall be Practically Completed until:
 - (a) 100% (one hundred percent) of the Affordable Housing Units are Practically Completed and made available for Occupation; and

- (b) 100% (one hundred percent) of the Affordable Housing Units have been transferred to a Registered Provider in accordance with this Deed.

1.8 That each transfer of Affordable Housing Units shall:

- (a) be at a cost that will ensure that the Rented Affordable Housing Units will not exceed affordable rents for properties of that size in that location (as agreed with the Council acting reasonably) and that the Shared Ownership Units will be let at a level that is affordable to people earning a wage on or around the average household salary for the District (as agreed with the Council acting reasonably);
- (b) provide a vehicular access foul and surface water sewers and water gas electricity and telecommunications services and all other services necessary for the occupation of each Affordable Housing Unit linking in each case to estate roads sewers and services systems to be constructed and laid as part of the remainder of the Site and connected ultimately to highways and sewers maintainable at public expense and the transfer shall include all necessary easements to use and maintain the same.

1.9 To deduce good and marketable freehold title to the Affordable Housing Land and to transfer the Affordable Housing Land to the Registered Provider with full title guarantee and with vacant possession free of any registered charges.

1.10 Not to allow, permit or cause the Affordable Housing Units to be Occupied otherwise than by a person as their sole or main residence with a Proven Need for Accommodation in line with a nominations agreement which has been agreed in writing by the Council and the Registered Provider prior to Occupation of any Affordable Housing Unit and in accordance with the obligations of this Part 1 of Schedule 1.

1.11 The Owner shall keep the Council informed of the following stages in the construction of the Affordable Housing Units:

- (a) the start date for construction of the Affordable Housing Units; and
- (b) Practical Completion of the Affordable Housing Units;

1.12 The restrictions affecting the Affordable Housing Units shall not apply to:

- (a) any mortgagee or chargee of an Affordable Housing Unit; or

- (b) any owner of a Shared Ownership Unit where that Owner has purchased 100% of the equity in that unit or their successors in title; or
- (c) any other owner of an Affordable Housing Unit who has exercised the right to buy or acquire that unit or their successors in title; or
- (d) 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 whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - (i) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) 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
 - (ii) if such disposal has not completed within the 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions of Part 1 of Schedule 1 in this Deed which provisions shall determine absolutely.

1.13 If the Owner has used all reasonable endeavours to secure contracts for the sale or other disposal of the Affordable Housing Units in the approved Affordable Housing Scheme to a Registered Provider in accordance with the restrictions and obligations contained in this Part 1 of Schedule 1 for a period of at least 10 (ten) months but has been unable to do so it shall notify the Council in writing to that effect such notice to include evidence of the reasonable endeavours so used for consideration by the Council.

1.14 Within 30 (thirty) Working Days of receipt of any notice pursuant to paragraph 1.13 above the Council shall confirm in writing to the Owner whether or not it is permitted to

provide the Affordable Housing Units as alternative Affordable Housing tenures PROVIDED THAT the Owner shall submit a revised Affordable Housing Scheme detailing the revised Affordable Housing tenures and the Owner shall not allow, cause or permit the Occupation of the Development until such revised Affordable Housing Scheme has been approved in writing by the Council.

- 1.15 Where the Council does not respond to such notice pursuant to paragraph 1.13 above within 30 (thirty) Working Days then the Council shall be deemed to have confirmed in writing that the Owner can provide the Affordable Housing Units as alternative Affordable Housing tenures.

Part 2 – Self/Custom Build

- 1.1 Prior to the Commencement of Development to submit to the Council for approval:
 - (a) the Self/Custom Build Scheme; and
 - (b) the Marketing Strategy for the Self/Custom Build Plots.
- 1.2 Not to amend the approved Self/Custom Build Scheme and/or the approved Marketing Strategy unless agreed with the Council in writing (and for the avoidance of doubt any such amendment must be approved by the Council in writing).
- 1.3 Not to Commence Development until the Self/Custom Build Scheme and the Marketing Strategy have been approved in writing by the Council.
- 1.4 To diligently market all of the Self/Custom Build Plots in accordance with the approved Marketing Strategy for the Marketing Period.
- 1.5 To provide the Council with a written monthly update on progress in relation to the approved Marketing Strategy including any steps taken and/or proposed to be taken in order to improve the success rate of the Marketing Strategy.
- 1.6 Not to Occupy more than 90% (ninety-percent) of the Dwellings unless and until it has provided the Self/Custom Build Plots to a Serviced Condition, unless otherwise agreed in writing by the Council.
- 1.7 In relation to each Self/Custom Build Plot (separately from each other):
 - (a) not to construct any Dwelling on the Self/Custom Build Plot apart from a Self-Build Unit or a Custom Build Unit in either case conforming to the approved Self/Custom Build Scheme and having first:
 - (i) notified the Council in writing of the name and address of the proposed relevant First Occupier and giving sufficient information to the Council to explain why that person will qualify as a First Occupier; and
 - (ii) received written confirmation from the Council that it is satisfied that the proposed owner occupier will qualify as a First Occupier;

(b) not to Occupy any Dwelling constructed on the same (save by a First Occupier) unless such Dwelling has been first owned and first Occupied by a First Occupier; and

1.8 In relation to each Self Build Unit and each Custom Build Unit (separately from each other):

(a) to ensure that the construction of each of the same is in accordance with the Self/Custom Build Scheme; and

(b) not to Occupy the Self-Build Unit or Custom Build Unit as the case may be (save by a First Occupier) unless the same has been first owned and first Occupied by a First Occupier.

PROVIDED THAT the restrictions in paragraph 1.7 and 1.8 of this Part 2 of Schedule 1 shall no longer apply if the Self/Custom Build Condition has been satisfied.

1.9 The provisions in this Part 2 of Schedule 1 shall not be binding on a mortgagee or chargee (or any receiver including an administrative receiver appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise their security or any administrator (howsoever appointed) including a housing administrator) of any Self/Custom Build Plot, Self-Build Unit or Custom Build Unit or any persons or bodies deriving title to the same through such mortgagee or chargee or any owner who acquires the freehold in a Self Build Unit or Custom Build Unit following the first ownership and Occupation by a First Occupier

Part 3 – Specialist Housing Units

- 1.1 Prior to or as part of the Reserved Matters Application containing Dwellings (or the first such application in the case of more than one Reserved Matters Application), to submit to the Council for approval the Specialist Housing Scheme and the Owner must not Commence Development until the Specialist Housing Scheme has been approved in writing by the Council.
- 1.2 Not to amend the approved Specialist Housing Scheme unless agreed with the Council in writing (and for the avoidance of doubt any such amendment must be approved by the Council in writing).
- 1.3 10% (ten percent) of the Total Dwellings shall be provided as Specialist Housing Units in accordance with the approved Specialist Housing Scheme and in accordance with this Deed.

Part 4 – Open Space and Play Space

- 1.1 Prior to the Commencement of Development, the Owner shall submit to the Council for approval the:
 - (a) Open Space Scheme; and
 - (b) Play Space Scheme.
- 1.2 Not to Commence Development until the Council has approved the:
 - (a) Open Space Scheme; and
 - (b) Play Space Scheme.
- 1.3 Not to amend the approved Open Space Scheme and/or the approved Play Space Scheme unless agreed with the Council in writing (and for the avoidance of doubt any such amendment must be approved by the Council in writing).
- 1.4 Prior to the Occupation of 75% of the Open Market Units, the Owner shall provide the Open Space and Play Space to the Council's reasonable satisfaction and in accordance with all approved details, including the approved Open Space Scheme and the approved Play Space Scheme including:
 - (a) physical delivery of the Open Space and Play Space;
 - (b) compliance with any requirements of the Council in relation to inspection and the remedying of defects;
 - (c) implementing the approved Management Arrangements including funding arrangements for the lifetime of the Development; and
 - (d) the transfer to the Management Company in accordance with paragraph 1.10(a)-(k) for the ongoing management and maintenance of the Open Space and Play Space for the lifetime of the Development (and for the avoidance of doubt the Owner shall maintain the Open Space and the Play Space in accordance with the Management Arrangements until such transfer has completed to the Management Company).

- 1.5 Not to cause, allow or permit the Occupation of more than 75% Open Market Units until the Open Space and Play Space have been provided in accordance with paragraph 1.4 above.
- 1.6 To keep the Open Space and Play Space unbuilt upon (save for permitted play equipment) and available for public recreational use for the lifetime of the Development (save where such use must be suspended following directions of emergency services or for the purposes of maintenance, repair and/or renewal).
- 1.7 To procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:
 - (a) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring, maintaining, repairing and as necessary renewing the Open Space and Play Space in accordance with the Management Arrangements; and
 - (b) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraph 1.7 (a) and 1.7 (b).

Management Company

- 1.8 Prior to the Occupation of Development, the Owner shall submit to the Council for approval evidence of the formation of the Management Company.
- 1.9 Not to Occupy the Development until evidence of the formation of the Management Company has been submitted to and approved by the Council.
- 1.10 Prior to Occupation of 75% of the Open Market Units, the Owner shall transfer the Open Space and Play Space to the Management Company on the following terms (unless otherwise agreed in writing by the Council:
 - (a) be a transfer of the entire freehold interest of the Open Space and Play Space;
 - (b) be free from any pre-emption or option agreement;
 - (c) be free from any mortgage, charge, lien or other such incumbrance;

- (d) be free from any lease, licence or any other third party interests;
- (e) be subject to a covenant which prohibits the use of the Open Space and Play Space for any purpose other than for public recreation and amenity subject to the right of the transferee to construct any buildings or other structures ancillary to such use;
- (f) include all usual and necessary rights of way with or without vehicles for the benefit of the Open Space and Play Space;
- (g) reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Open Space and Play Space;
- (h) reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same;
- (i) declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the Open Space and Play Space;
- (j) not require consideration in excess of £1 (one pound); and
- (k) containing a covenant for the benefit of the Council that the Management Company will manage and maintain the Open Space and Play Space in accordance with the approved Management Arrangement.

1.11 Not to Occupy more than 75% of the Open Market Units until the Open Space and Play Space have been transferred to the Management Company in accordance with paragraph 1.10 above.

1.12 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council have otherwise first agreed in writing.

Part 5 – NHS Contribution

- 1.1 Not to Commence Development on any Reserved Matters Area containing Dwellings until the NHS Contribution has been calculated for that Reserved Matters Area and approved in writing by the Council.

In relation to each Reserved Matters Area containing Dwellings:

- 1.2 To pay to the Council the approved NHS Contribution for that Reserved Matters Area prior to the Occupation of 25% (twenty five percent) of the Dwellings on that Reserved Matters Area; and
- 1.3 Not to allow, cause or permit the Occupation of more than 25% of the Dwellings on a Reserved Matters Area until the approved NHS Contribution for that Reserved Matters Area has been paid to the Council.

Part 6 – KCC Contributions

- 1.1 Not to Commence Development on any Reserved Matters Area containing Dwellings until the:

- (a) Primary Education Contribution;
- (b) Secondary Education Contribution;
- (c) SEND Contribution;
- (d) Primary Education Land Contribution
- (e) Adult Social Care Contribution
- (f) Community Learning and Skills Contribution;
- (g) Integrated Children's Services Contribution; and
- (h) Library Registrations and Archives Service Contribution; and
- (i) Waste Contribution

respectively have been calculated for that Reserved Matters Area and approved in writing by the Council in consultation with KCC.

In relation to each Reserved Matters Area containing Dwellings:

- 1.2 To pay to the Council 50% (fifty percent) of the approved:

- (a) Primary Education Contribution;
- (b) Secondary Education Contribution;
- (c) SEND Contribution;
- (d) Primary Education Land Contribution
- (e) Adult Social Care Contribution;
- (f) Community Learning and Skills Contribution;

- (g) Integrated Children's Services Contribution; and
- (h) Library Registrations and Archives Service Contribution; and
- (i) Waste Contribution

respectively for that Reserved Matters Area prior to first Occupation of any Dwelling on that Reserved Matters Area;

- 1.3 Not to cause, allow or permit the Occupation of any Dwelling on a Reserved Matters Area until 50% (fifty percent) of the approved:

- (a) Primary Education Contribution;
- (b) Secondary Education Contribution;
- (c) SEND Contribution; and
- (d) Primary Education Land Contribution
- (e) Adult Social Care Contribution;
- (f) Community Learning and Skills Contribution;
- (g) Integrated Children's Services Contribution; and
- (h) Library Registrations and Archives Service Contribution; and
- (i) Waste Contribution

respectively for that Reserved Matters Area has been paid to the Council;

- 1.4 To pay to the Council the balance of the approved:

- (a) Primary Education Contribution;
- (b) Secondary Education Contribution;
- (c) SEND Contribution; and
- (d) Primary Education Land Contribution
- (e) Adult Social Care Contribution;

- (f) Community Learning and Skills Contribution;
- (g) Integrated Children's Services Contribution; and
- (h) Library Registrations and Archives Service Contribution; and
- (i) Waste Contribution

(being the remaining 50% (fifty percent) of (a) – (i) respectively) for that Reserved Matters Area no later than the Occupation of 25% (twenty-five percent) of the Total Dwellings on that Reserved Matters Area; and

- 1.5 Not to cause, allow or permit the Occupation of more than 25% (twenty-five percent) of the Total Dwellings on a Reserved Matters Area until the balance of the approved:

- (a) Primary Education Contribution;
- (b) Secondary Education Contribution;
- (c) SEND Contribution;
- (d) Primary Education Land Contribution
- (e) Adult Social Care Contribution;
- (f) Community Learning and Skills Contribution;
- (g) Integrated Children's Services Contribution; and
- (h) Library Registrations and Archives Service Contribution; and
- (i) Waste Contribution

(being the remaining 50% (fifty percent) of (a) – (i) respectively for such Reserved Matter Area) has been paid to the Council.

Part 7 – Nutrient Mitigation Scheme

Subject to paragraph 1.4 below the Owner covenants with and undertakes to the Council as follows:

- 1.1 To submit the Nutrient Mitigation Scheme prior to the Commencement of Development and not to Commence the Development unless or until the Nutrient Mitigation Scheme has been submitted to and approved in writing by the Council.
- 1.2 To implement the approved Nutrient Mitigation Scheme in full to the Council's reasonable satisfaction and in accordance with the timetable and other matters set out in the approved Nutrient Mitigation Scheme.
- 1.3 Not to Occupy nor permit or cause the Occupation of any Dwelling unless and until the approved Nutrient Mitigation Scheme has been fully implemented to the Council's reasonable satisfaction and the Council has confirmed the same in writing.
- 1.4 The Owner may prior to the Commencement of the Development submit an Alternative Nutrient Mitigation Scheme in writing to the Council for its approval in writing PROVIDED THAT once Commencement of the Development has occurred the option for the Owner to submit an Alternative Nutrient Mitigation Scheme comes to an end and any Alternative Nutrient Mitigation Scheme which has been submitted but not approved by the Council by that time shall be deemed to be withdrawn.
- 1.5 If the Alternative Nutrient Mitigation Scheme is approved in writing by the Council before Commencement of the Development the Owner covenants with the Council to:
 - (a) implement the approved Alternative Nutrient Mitigation Scheme in full to the reasonable satisfaction of the Council and in accordance with the agreed timescales and proposals in perpetuity; and
 - (b) not to Occupy nor permit or cause the Occupation of any Dwelling unless and until the approved Alternative Nutrient Mitigation Scheme has been fully implemented to the reasonable satisfaction of the Council and the Council has confirmed the same in writing.

- 1.6 Upon written confirmation from the Council that the approved Alternative Nutrient Mitigation Scheme has been implemented to its reasonable satisfaction the provisions of paragraphs 1.1-1.3 of this Part 7 shall cease to have effect and determine absolutely.
- 1.7 For the purposes of this Part 7, it is agreed between the parties that:
- (a) the Council shall be entitled to take account of its own evidence in assessing the suitability and thereafter the implementation of the Nutrient Mitigation Scheme and/or any Alternative Nutrient Mitigation Scheme respectively submitted in accordance with this Part 7;
 - (b) the Council may appoint a Consultant to assist the Council in relation to its obligations under this Part 7 and to advise the Council on the suitability and thereafter the implementation of the Nutrient Mitigation Scheme and/or any Alternative Nutrient Mitigation Scheme respectively but for the avoidance of doubt the Owner shall not be liable to pay any further costs of the Consultant once the Council has confirmed implementation of the Nutrient Mitigation Scheme or the Alternative Mitigation Scheme as the case may be; and
 - (c) the Council may in its reasonable discretion withhold approval of the Nutrient Mitigation Scheme and/or any Alternative Nutrient Mitigation Scheme PROVIDED THAT the Owner may submit a further Nutrient Mitigation Schemes and/or Alternative Nutrient Mitigation Scheme in order to obtain the approval of the Council to the Nutrient Mitigation Scheme and/or Alternative Nutrient Mitigation Scheme.
- 1.8 To pay to the Council the Council's reasonable costs of appointing the Consultant in connection with this Part 7, such costs shall be payable within 10 (ten) Working Days of the Council providing the Owner with any invoice in respect of the Consultant's costs.

Part 8 – Primary Road

The Owner covenants with and undertakes to the Council as follows:

- 1.1 Prior to the Commencement of the Development to submit to the Council for approval the Primary Road Specification as part of the Reserved Matters Application (or in the case of more than one Reserved Matters Application the Reserved Matters Application in respect of the layout of the Development) and not to Commence the Development until the Council has approved in writing the details of the Primary Road Specification.
- 1.2 To construct the Primary Road and deliver service connections to the boundary of the Site with the Potten Farm Site in accordance with the approved Primary Road Specification and to the Council's reasonable satisfaction prior to the Occupation of 75% of the Dwellings.
- 1.3 Not to Occupy more than 75% of the Dwellings unless and until the Primary Road has been properly completed to the Council's reasonable satisfaction in accordance with the Primary Road Specification and the Council has confirmed the same in writing.
- 1.4 Upon written confirmation from the Council that the Primary Road has been completed in accordance with the Primary Road Specification to the Council's reasonable satisfaction, to make the Primary Road available for use by the public and thereafter to allow such public use to and along the Primary Road as a highway at all times.
- 1.5 To use reasonable endeavours to procure that the Primary Road is adopted as a highway maintainable at the public expense by the relevant authority after the laying construction and completion thereof and to complete all necessary agreements under section 38 and/or s278 of the Highways Act 1980 or such other agreement as is necessary to procure the adoption of the Primary Road as a highway maintainable at the public expense and for the avoidance of doubt the Owner shall be responsible for the ongoing maintenance of the Primary Road until the same is adopted by the relevant authority.

- 1.6 Upon written confirmation from the Council that the Primary Road has been completed in accordance with the Primary Road Specification to the Council's reasonable satisfaction, the Owner shall permit access over the Primary Road to the owner of the Rotherwood Development and the owner of Potten Farm Development to pass and repass over the Primary Road to facilitate the construction of the Rotherwood Development and Potten Farm Development without charge or financial fee or any other form of financial consideration

SUBJECT TO (to the extent that the Primary Road has not been adopted as a highway maintainable at the public expense)

(i) reasonable written notice being given to the Owner by the owner of the Rotherwood Development and/or Potten Farm Development and the right is exercised at reasonable times to be agreed by the Owner in order to limit the disturbance to the Development and Dwellings; and

(ii) the owner of the Rotherwood Development and/or the owner of the Potten Farm Development (as applicable) agreeing in writing with the Owner to pay a reasonable and fair financial contribution towards the maintenance of the Primary Road and making good any damage caused to the Primary Road as a result of use of the Primary Road for the construction of the Rotherwood Development and/or Potten Farm Development.

Part 9 – Biodiversity Net Gain

The Owner covenants with the Council as follows:

- 1.1 To submit the Biodiversity Gain Strategy to the Council for approval prior to the Commencement of Development and not to Commence Development unless or until the Biodiversity Gain Strategy has been submitted to and approved in writing by the Council;
- 1.2 Prior to the Occupation of any Dwelling, to implement the approved Biodiversity Gain Strategy to the Council's reasonable satisfaction and the Council has confirmed the same in writing;
- 1.3 Not to Occupy nor permit or cause the Occupation of any Dwelling unless and until the approved Biodiversity Gain Strategy has been implemented to the Council's reasonable satisfaction and the Council has confirmed the same in writing.

Schedule 2

Covenants by the Council

The Council covenants as follows:

Part 1 – NHS Contribution

- 1.1 To pay the NHS Contribution or the requested part thereof to NHS Kent and Medway within 20 Working Days of receipt a written request from NHS Kent and Medway for payment of the NHS Contribution (or part thereof) which includes evidence to satisfy the Council that the NHS Contribution (or relevant part thereof) will be spent for the purposes set out in this Deed PROVIDED THAT nothing in this Deed shall require the Council to pay the NHS Contribution (including any interest and/or indexation) to NHS Kent and Medway unless and until the NHS Contribution (and any such interest and/or indexation) has been received by the Council pursuant to the terms of this Deed and PROVIDED FURTHER THAT the Council shall not be required to pay to NHS Kent and Medway an amount exceeding the total amount received by the Council in respect of the NHS Contribution.
- 1.2 In the event that the NHS Contribution has not been requested or spent by NHS Kent and Medway within ten (10) years following the date of receipt of the NHS Contribution by the Council, the Council shall refund to the party that made the payment in question (or if the party has ceased to exist the Owner) any part of the NHS Contribution which has not been requested by NHS Kent and Medway and remains in the Council's funds and for the avoidance of doubt the Council shall not be required to refund the NHS Contribution (or part thereof) if it has paid the same to NHS Kent and Medway.
- 1.3 To pay the NHS Contribution made by the Owner into a separately identified section of the Council's combined accounts.
- 1.4 Not use the NHS Contribution other than for the purposes for which it was paid pursuant to this Deed.

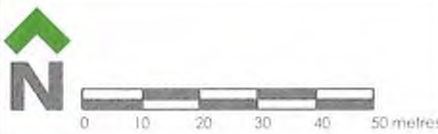
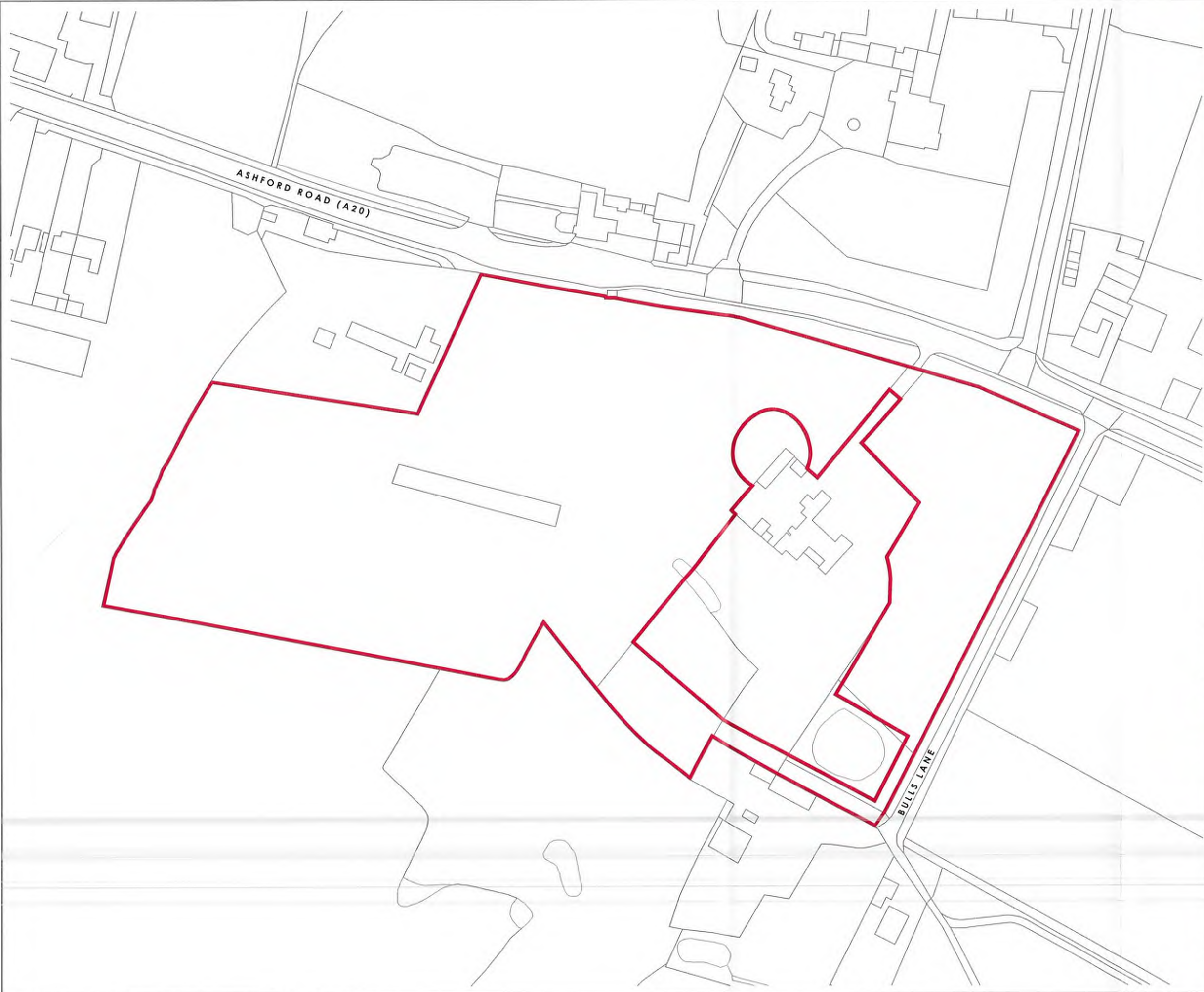
Part 2 – KCC Contributions

- 1.1 To pay the KCC Contributions or the requested part thereof to KCC within 20 Working Days of receipt of a written request from KCC for payment of the KCC Contributions (or part thereof) which includes evidence to satisfy the Council that the KCC Contributions (or relevant part thereof) will be spent for the purposes set out in this Deed PROVIDED THAT nothing in this Deed shall require the Council to pay the KCC Contributions (including any interest and/or indexation) to KCC unless and until the KCC Contributions (and any such interest and/ or indexation) has been received by the Council pursuant to the terms of this Deed and PROVIDED FURTHER THAT the Council shall not be required to pay to KCC an amount exceeding the total amount received by the Council in respect of the KCC Contributions.
- 1.2 In the event that the KCC Contributions (or part thereof) have not been spent or committed for expenditure by KCC within ten (10) years following the date of receipt of the KCC Contribution (or part thereof), the Council shall refund the party that made the payment in question (or if the party has ceased to exist the Owner) any part of the KCC Contribution which has not been spent or committed for expenditure and remains in the Council's funds and for the avoidance of doubt the Council shall not be required to refund the KCC Contributions (or part thereof) if it has paid the same to KCC.

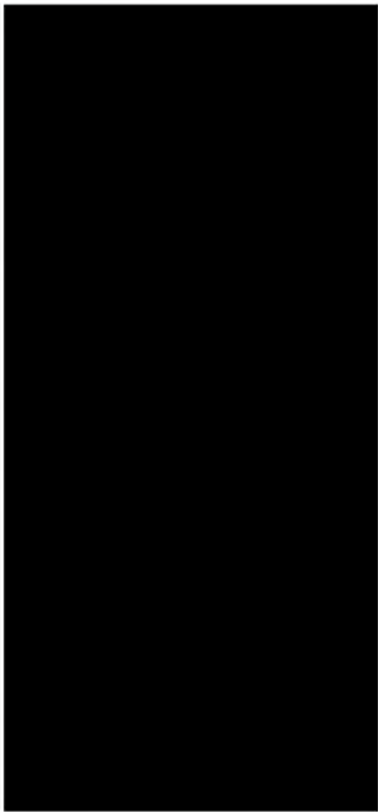
Annex 1

Plan 1

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Site Boundary: 2.95ha



A	27.11.23	RC	Site boundary amended
Rev	Date	By	Description

CSA
environmental

Dixies Barns, High Street,
Ashwell, Hertfordshire SG7 5NT

t 01462 743647
e ashwell@csaenvironmental.co.uk
w csaenvironmental.co.uk

Project Land to the South of
Ashford Road, Sellindge

Title Site Location Plan

Client Gladman Developments Ltd

Scale	1:1250 @ A3	Drawn	RC
Date	March 2020	Checked	RR
Drawing No.	CSA/3256/114	Rev	A

Annex 2

Plan 2

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 GLADMAN Gladman House, Alexandria Way Congleton Business Park Congleton, Cheshire CW12 1LB Tel: 01260 288800 Fax: 01260 288801 www.gladman.co.uk	Project		Drawn by SB		Issue date 31.07.2025	
	* * *		Title checked by SB		Title checked date 14.06.2022	
			Highways checked by SB		Highways checked date 14.06.2022	
	Date By Revision notes		Topo checked by SB		Topo checked date 14.06.2022	
	INFORMATION		Scale(s)		1:2500 @ A3	
			Drawing No		2020-051/504	
		ASHFORD ROAD, SELLINDGE		LOCATION PLAN - s.106		

Annex 3

Draft Planning Permission

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**NOTIFICATION OF DECISION OF
THE LOCAL PLANNING AUTHORITY**

DRAFT



Email: planning@folkestone-hythe.gov.uk

Gladman Developments Limited and the Rix Family
C/o Gladman House
Alexandria Way
Congleton Business Park
Congleton
CW12 1LB

TOWN AND COUNTRY PLANNING ACT 1990

Application Number: 20/0604/FH

Proposal: Outline planning application for the erection of up to 52 dwellings with public open space, landscaping, sustainable drainage system (SUDS), a vehicular access point from Ashford Road (All matters reserved except for details of the access from the A20).

Site Location: Land to the South of Ashford Road, Sellindge

DECISION: in accordance with the planning application and plans.

Subject to the following conditions:

- 1 Approval of the details of layout, scale, landscaping, access (with the exception of the highway access hereby approved), and appearance (herein called the 'Reserved Matters') shall be obtained from the Local Planning Authority in writing before development commences and the development shall be carried out as approved.

Reason: To comply with the provisions of Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 and Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 Application(s) for approval of the Reserved Matters shall be made to the Local Planning Authority not later than the expiration of three years from the date of this permission. The development hereby permitted shall be begun no later than the expiration of two years from the date of the approval of the last Reserved Matters to be approved.

Reason: To comply with the provisions of Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 and Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 3 The development shall be carried out in accordance with the following plans and documents:

- Site Location Plan – CSA/3256/114 Rev A
- Swept Path Analysis Refuse Vehicle - 1687/SP/02 Rev C
- Indicative Site Access Arrangement - 1687/04 Rev I
- Proposed Pedestrian and Cycle Improvements Plan - 1687/08 Rev C

- ECIA Addendum and Outline Bat Sensitive Lighting Strategy (CSA Environmental, July 2024)
- Nutrient Neutrality Assessment (Water Environment, 23064-NUT-RP-01 rev C03 April and July 2024)
- BNG Metric (June 2024) and BNG Report (CSA Environmental, CSA/4509/16 rev B, April 2024)
- Development Framework Plan (CSA Environmental, CSA/4509/112 rev E, June 2024)
- Flood Risk Assessment (RSK LDE Ltd, 680129-R2(02)-FRA issue 2 June 2024)
- Illustrative Masterplan (CSA Environmental, CSA/4509/124 rev C, June 2024)
- Ecological Impact Assessment (CSA Environmental, CSA/4509/06 rev C, April 2024)
- Planning and Affordable Housing Statement Addendum (Gladman Developments Ltd, November 2023)
- Design and Access Statement (CSA Environmental, CSA/4509/13/B, November 2023)
- Heritage Assessment (CSA Environmental, CSA/4509/03 rev B, July 2023)
- Land Contamination Assessment (RSK, 52109 R01, August 2019)
- Landscape and Visual Impact Assessment (CSA Environmental, CSA/4095/02 rev D, November 2023)
- Transport Assessment (Ashley Helme Associates Ltd, 1687/4/B November 2023)
- Travel Plan (Ashley Helme Associates Ltd, 1687/5/A, October 2023)
- Arboricultural Assessment (CSA Environmental, CSA/4509/14, June 2024)
- Air Quality Assessment (Wardell Armstrong, GM12932/FINAL, October 2023)
- Noise Assessment (Wardell Armstrong, GM12932/FINAL, January 2024)

Reason: To ensure the development is carried out in accordance with the approval and to ensure the quality of development indicated on the approved plans is achieved in practice.

- 4 No work on the construction of the building(s) hereby permitted shall take place until samples of the materials and details of the windows and doors to be used in the construction of the external surfaces of buildings hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The details to be submitted shall include a schedule and plan indicating the materials to be used for each plot. The development should be carried out in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the completed development and in the interests of visual amenity.

- 5 No development beyond the construction of foundations shall take place until full details of both hard and soft landscape works have been submitted to and approved in writing by the Local Planning Authority. These details shall include existing trees, shrubs and other features, planting schedules of plants, noting species (which shall be native species and a type that will encourage wildlife and biodiversity), plant sizes and numbers where appropriate, means of enclosure, hard surfacing materials and an implementation programme.

Reason: In the interests of the visual amenity of the area and encouraging wildlife and biodiversity.

- 6 All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed in writing with the Local Planning Authority.

Reason: In the interests of the visual amenity of the area and encouraging wildlife and biodiversity.

- 7 Upon completion of the approved landscaping scheme, any trees or shrubs that are removed, severely damaged or becoming seriously diseased within five years of planting, shall be replaced with trees or shrubs of such size and species as may be agreed in writing with the Local Planning Authority, and within whatever planting season is agreed.

Reason: In the interests of the visual amenity of the area and encouraging wildlife and biodiversity.

- 8 The trees shown in the Arboricultural Impact Assessment Report dated June 2024 as "existing trees to be retained" shall be retained and maintained. Any trees removed, dying, being severely damaged or becoming seriously diseased within five years of the date of this permission shall be replaced with trees or shrubs of such size and species as may be agreed with the Local Planning Authority.

Reason: In the interests of visual amenity.

- 9 The development hereby permitted shall be carried out in such a manner as to avoid damage to existing trees that are identified for retention in the approved drawings including their root systems, and other planting to be retained by observing the following:

(a) All trees to be retained must be protected by suitable fencing of a height not less than 1.2m at a distance as specified in Table 1 or Figure 2 of BS 5837 (2012) 'Trees in Relation to Design, Demolition and Construction'

before any equipment, machinery or materials are brought on to the site and shall be maintained until all equipment, machinery and surplus materials have been removed from the site.

(b) No fires shall be lit within the spread of branches or downwind of the trees and other vegetation;

(c) No materials or equipment shall be stored within the spread of the branches or Root Protection Area of the trees and other vegetation;

(d) No roots over 50mm diameter shall be cut, and no buildings, roads or other engineering operations shall be constructed or carried out within the spread of the branches or Root Protection Areas of the trees and other vegetation;

(e) Ground levels within the spread of the branches or Root Protection Areas (whichever the greater) of the trees and other vegetation shall not be raised or lowered in relation to the existing ground level, unless otherwise agreed in writing by the Local Planning Authority.

(f) No trenches for underground services shall be commenced within the Root Protection Areas of trees which are identified as being retained in the approved plans, or within 5m of hedgerows shown to be retained without the prior written consent of the Local Planning Authority. Such trenching shall be carried out to National Joint Utilities Group recommendations.

Reason: To protect and enhance the appearance and character of the site and locality.

- 10 Any excavation beneath the canopies of trees which are intended to remain or within one metre of any canopy edge shall be done by hand. Existing tree roots exceeding 50mm in diameter shall be left bridging trenches and pipes and services shall be inserted under the roots. Any roots that may be accidentally severed shall be trimmed, cleaned and sealed with a bitumastic sealant.

Reason: In order to protect existing trees which are considered to be worthy of retention.

- 11 No development shall take place, including any works or demolition, until a comprehensive Construction Traffic Management Plan has been submitted to and approved in writing by the Local Planning Authority (in consultation with National Highways for the M20). The approved statement shall be adhered to throughout the construction. The statement shall provide for:
- (a) Routing of construction and delivery vehicles to / from site
 - (b) The parking vehicles of site operatives and visitors
 - (c) loading and unloading of plant and materials
 - (d) storage of plant and materials used in constructing the development
 - (e) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate.
 - (f) Wheel washing facilities
 - (g) measures to control the emission of dust and dirt during construction
 - (h) a scheme for recycling or disposal of waste resulting from demolition

and construction works

(i) timing of deliveries

(j) temporary traffic management and signage

(k) Construction phasing

(l) Permitted construction traffic arrival and departure times

(m) Management of loose loads

Reason: In the interests of the amenities of the area and highway safety and convenience and to mitigate any adverse impact from the development on the M20.

- 12 The reserved matters application(s) to be submitted pursuant to condition 1 shall include details of vehicle and secure, covered cycle parking, including visitor parking and turning facilities. The provision of vehicular and cycling parking and turning facilities as approved for each reserved matter of the development hereby approved, shall be implemented in full prior to the first occupation of the units they serve. These facilities shall be kept available for parking and turning purposes in connection with the units they serve at all times thereafter.

Reason: In the interests of highway safety and convenience.

- 13 The proposed roads, footways, footpaths, verges, junctions, street lighting, sewers, drains, retaining walls, service routes, surface water outfall, vehicle overhang margins, embankments, visibility splays, accesses, carriageway gradients, driveway gradients, car parking and street furniture are to be laid out and constructed in accordance with details to be submitted to and approved under the details pursuant to condition 1 by the Local Planning Authority.

Reason: In the interests of highway safety and convenience.

- 14 Prior to the occupation of any dwelling, the following works must be completed in accordance with the approved plans (relevant to that specific property):
- (a) Footways and/or footpaths, with the exception of the wearing course.
 - (b) Carriageways, with the exception of the wearing course but including a turning facility, highway drainage, visibility splays, street lighting, street nameplates and highway structures (if any).

Reason: In the interests of highway safety.

- 15 In relation to the provision of EV Charging points:

- (a) Prior to the first occupation of any dwelling hereby permitted, one electric vehicle charging point per house/bungalow with on-plot parking shall be provided, in accordance with specifications and in location(s) which must be submitted to and approved in writing by the Local Planning Authority;
- (b) Prior to the first occupation of any flat/apartment, an electric charging strategy shall be submitted to, and approved in writing by the Local

Planning Authority. The strategy shall confirm details of an electric vehicle charging point to be installed to serve every allocated car parking space located within the flat/apartment car parking area together with a phasing/sub-phasing based electric vehicle charging points installation programme.

(c) Following installation, the electric vehicle charging points shall thereafter be retained and available in working order in perpetuity in order to assist the charging of electric or hybrid vehicle by the residential occupiers of the houses, and flats/apartment buildings.

Reason: In the interest of sustainable development and reducing carbon emissions.

- 16 The reserved matters applications to be submitted pursuant to condition 1 above shall include details of the location of the affordable units, the unit type mix and self-build and custom-build plots. Design parameters for the self-build/custom housebuilding plots should also be submitted as part of the design and access statement for the reserved matters application to which it relates and upon approval shall be retained as such.

Reason: To ensure compliance with Places and Policies Policy HB4.

- 17 (A) Prior to any development works the applicant (or their agents or successors in title) shall secure and have reported a programme of archaeological field evaluation works, in accordance with a specification and written timetable which has been submitted to and approved by the local planning authority.

(B) Following completion of archaeological evaluation works, no development shall take place until the applicant or their agents or successors in title, has secured the implementation of any safeguarding measures to ensure preservation in situ of important archaeological remains and/or further archaeological investigation and recording in accordance with a specification and timetable which has been submitted to and approved by the local planning authority.

The archaeological safeguarding measures, investigation and recording shall be carried out in accordance with the agreed specification and timetable.

(C) Within 6 months of the completion of archaeological works a Post Excavation Assessment Report shall be submitted to and approved in writing by the local planning authority. The Post-Excavation Assessment Report shall be in accordance with Kent County Council's requirements and include:

- (i) a description and assessment of the results of all archaeological investigations that have been undertaken in that part (or parts) of the development.
- (ii) an Updated Project Design outlining measures to analyse and publish the findings of the archaeological investigations, together with an implementation strategy and timetable for the same.
- (iii) a scheme detailing the arrangements for providing and maintaining an archaeological site archive and its deposition following completion.

The measures outlined in the Post-Excavation Assessment Report shall be implemented in full and in accordance with the agreed timings.

Reason: To ensure that features of archaeological interest are properly examined and recorded in accordance with relevant local policy and the National Planning Policy Framework.

18 In accordance with the RSK Preliminary Risk Assessment (52109 R01 (01) submitted with the application:

(a) if further contamination investigation is necessary, an investigation and risk assessment shall be undertaken by competent persons and a written report of the findings shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development. It shall include an assessment of the nature and extent of any contamination on the site, whether or not it originates on the site. The report of the findings shall include:

(i) A survey of the extent, scale and nature of contamination;

(ii) An assessment of the potential risks to:

- Human health;
- Property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes, Adjoining land,
- Ground waters and surface waters,
- Ecological systems,
- Archaeological sites and ancient monuments; and

(iii) An appraisal of remedial options and identification of the preferred option(s).

All work pursuant to this condition shall be conducted in accordance with the Land contamination risk management (LCRM) Guidance published on gov.uk (<https://www.gov.uk/government/publications/land-contamination-risk-management-lcrm>)

(b) If investigation and risk assessment shows that remediation is necessary, no development shall take place until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of all works to be undertaken, proposed remediation objectives and remediation criteria, a timetable of works, site management procedures and a verification plan. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme shall be carried out in accordance with the approved terms including the timetable, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.

(c) No development shall take place until a verification report demonstrating completion of the works set out in the approved remediation

scheme and the effectiveness of the remediation has been submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include details of longer-term monitoring of pollutant linkages and maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.

(d) If during development, contamination not previously identified is found to be present at the site, then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted and obtained written approval from the Local Planning Authority, details of how this unsuspected contamination shall be dealt with. Following completion of measures identified in the approved remediation scheme a verification report shall be prepared and submitted to the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land, together with those to controlled waters, property and ecological systems, are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors.

- 19 No infiltration of surface water drainage into the ground may be permitted other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details of the reserved matters.

Reason: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants in line the National Planning Policy Framework.

- 20 No construction work in connection with the development shall take place on any Sunday or Bank Holiday, nor on any other day except between the following times:
Monday to Friday 0800 – 1900 hours
Saturdays 0800 – 1300 hours

Unless in association with an emergency or with the prior written approval of the Local Planning Authority.

Reason: In the interests of residential amenity.

- 21 No work above slab level on the construction of the buildings hereby permitted shall take place until a copy of formal confirmation has been supplied to the Local Planning Authority confirming that High Speed Fibre Optic (minimal internal speed of 100mb) will be supplied to the dwellings hereby permitted. Prior to the first occupation of any of the dwellings hereby approved, confirmation shall be submitted to the Local Planning Authority that the infrastructure to allow connection to High Speed Fibre Optic broadband (minimal internal speed of 100mb) has been laid out in the site.

Reason: In order to ensure the future provision of superfast fibre optic broadband for occupants.

- 22 Construction above slab level of the development hereby permitted shall not commence until written documentary evidence has been submitted to, and approved in writing by, the local planning authority proving that all the dwellings in the phase will achieve a maximum water use of 110 litres per person per day as defined in paragraph 36(2)(b) of the Building Regulations 2010 (as amended). Such evidence shall be in the form of a design stage water efficiency calculator. The development hereby permitted shall not be occupied until written documentary evidence has been submitted to, and approved by, the local planning authority, proving that all in the dwellings in that phase have achieved a maximum water use of 110 litres per person per day as defined in paragraph 36(2)(b) of the Building Regulations 2010 (as amended). Such evidence shall be in the form of a post-construction stage water efficiency calculator. Water efficiency calculations should be carried out using 'the water efficiency calculator for new dwellings'
<https://www.gov.uk/government/publications/thewater-efficiencycalculator-for-new-dwellings>

Reason: In accordance with the requirements of policies CSD5 and SS3 of the Core Strategy Review 2022 which identify the district as a water scarcity area and require all new dwellings to incorporate water efficiency measures.

- 23 Prior to first occupation of any dwelling, an operation and maintenance manual for the sustainable drainage system shall be submitted to and approved in writing by the Local Planning Authority. The manual, at a minimum, shall include the following details:
- i) description of the drainage system and its key components.
 - ii) A general arrangement plan with the location of drainage measures and critical features clearly marked.
 - iii) An approximate timetable for the implementation of the drainage system.
 - iv) Details of the future maintenance requirements of each drainage or SuDS component, and the frequency of such inspections and maintenance activities.
 - v) Details of who will undertake inspections and maintenance activities, including the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage system throughout its lifetime
- The system shall be provided in accordance with the agreed timetable and shall thereafter be operated and maintained in accordance with the approved operation and maintenance manual.

Reason: To ensure that all measures to mitigate flood risk and protect water quality on/off site are fully implemented.

- 24 No development beyond the construction of foundations shall take place until details demonstrating the development as a whole will reduce carbon emissions by a minimum of 10 percent above the Target Emission Rate, as

defined in the Building Regulation for England approved document L1A: Conservation of Fuel and Power in Dwellings, (or any document which supersedes or updates that document) have been submitted to and approved in writing by the Local Planning Authority. Upon approval the measures shall be implemented as agreed and thereafter retained and maintained in perpetuity.

Reason: To support the transition to a low carbon future through the use of on-site renewable and low-carbon energy technologies.

- 25 No development shall take place until the reserved matters details submitted under by Condition 1 have demonstrated that requirements for surface water drainage for all rainfall durations and intensities up to and including the climate change adjusted critical 100-year storm can be accommodated within the proposed development layout.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water and that they are incorporated into the proposed layouts.

- 26 No development shall take place until a detailed sustainable surface water drainage scheme for the site has been submitted to (and approved in writing by) the local planning authority. The detailed drainage scheme shall be based upon the drainage strategy and accompanying information in the letter dated 22nd April from RSK LDE ref: 680129-L2(0) and shall demonstrate that the surface water generated by this development (for all rainfall durations and intensities up to and including the climate change adjusted critical 100 year storm) can be accommodated and disposed of at a rate no greater than 2l/s without increase to flood risk on or off-site. The drainage scheme shall also demonstrate (with reference to published guidance):
- i. that silt and pollutants resulting from the site use can be adequately managed to ensure there is no pollution risk to receiving waters.
 - ii. appropriate operational, maintenance and access requirements for each drainage feature or SuDS component are adequately considered, including any proposed arrangements for future adoption by any public body or statutory undertaker.

The drainage scheme shall be implemented in accordance with the approved details.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water and to ensure that the development does not exacerbate the risk of on/off site flooding. These details and accompanying calculations are required prior to the commencement of the development as they form an intrinsic part of the proposal, the approval of which cannot be disaggregated from the carrying out of the rest of the development.

- 27 The development hereby permitted shall not be occupied until a Verification Report, pertaining to the surface water drainage system and prepared by a

suitably competent person, has been submitted to and approved by the Local Planning Authority. The Report shall demonstrate that the drainage system constructed is consistent with that which was approved. The Report shall contain information and evidence (including photographs) of details and locations of inlets, outlets and control structures; landscape plans; full as built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and the submission of an operation and maintenance manual for the sustainable drainage scheme as constructed.

Reason: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of paragraph 182 of the National Planning Policy Framework.

- 28 No development shall take place (including any ground works, site or vegetation clearance) until a construction ecological management plan (CEMP (biodiversity)) has been submitted to and approved in writing by the local planning authority. The CEMP (biodiversity) shall include the following and be based on Section 5 CSA Environmental (April 2024) Ecological Impact Assessment (Ref: CSA/4509/06):
- (a) Results of an updated (pre-commencement) badger walkover survey, carried out by a suitably qualified ecologist, along with any necessary identified mitigation measures and/or Natural England licensing requirements;
 - (b) Updated ground level tree assessment (GLTA) and potential roost feature inspection surveys or emergence/re-entry surveys if appropriate (and as assessed by a suitably qualified ecologist) for any trees requiring removal or that could be affected by lighting installation on-site;
 - (c) Updated surveys for any other protected species if assessed as appropriate by a suitably qualified ecologist;
 - (d) The identification of biodiversity protection zones and the use of protective fences, exclusion barriers and warning signs;
 - (e) Extent and location of proposed works (including receptor areas(s) in case animals are encountered during development) shown on appropriate scaled maps and plans for all relevant species and habitats;
 - (f) Reference to any relevant protected species licences (e.g., for great crested newts) obtained in advance of site clearance/construction and any relevant mitigation measures required;
 - (g) Reference to or inclusion of a detailed arboricultural method statement to protect retained trees, including the ancient tree, T55);
 - (h) Timetable for implementation, demonstrating that works are aligned with the pro-posed phasing of construction;
 - (i) Persons responsible for implementing the works, including times during construction when specialist ecologists need to be present on site to undertake / over-see works;
 - (j) Initial aftercare and reference to a long-term maintenance plan (where relevant);
 - (k) Disposal of any wastes for implementing work.

The works shall be carried out in accordance with the approved details for the duration of construction.

Reason: To ensure that biodiversity is protected on site.

- 29 Prior to first occupation, a lighting design strategy for bats shall be submitted to and approved in writing by the local planning authority. The strategy shall:

- Identify areas and/or features on-site where disturbance could occur to bat breeding/roosting sites and/or foraging/commuting routes. This will be informed by updated ground level tree assessment surveys and potential roost feature inspection surveys or emergence/re-entry surveys if appropriate, and as assessed by a suitably qualified ecologist.
- Areas and/or features on-site where disturbance could occur to bats (including hedgerows, tree lines and mature trees) shall be identified on detailed, scaled plans; and
- Show how and where external lighting shall be installed (through the provision of detailed, scaled, lighting contour plans and detailed technical specifications) so that it can be clearly demonstrated that areas to be lit shall not disturb bat activity.

All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy.

Reason: To ensure that biodiversity is protected on site.

- 30 Prior to works commencing (including site clearance), evidence that the full Great Crested Newt District Level Licence conservation payment has been made to Natural England and the licence issued, will be submitted to, and approved in writing by, the local planning authority.

Reason: In the interests of biodiversity.

- 31 No development shall commence (including site/vegetation clearance) before an Ecological Design Strategy (EDS) has been submitted to, and approved in writing by, the local planning authority. The EDS shall include the following, and be based on Section 5 CSA Environmental (April 2024) Ecological Impact Assessment (Ref: CSA/4509/06):
- Updated surveys for protected species if assessed as appropriate by a suitably qualified ecologist, along with any necessary identified mitigation and/or compensation measures and/or Natural England licensing requirements;
 - Purpose and conservation objectives for the proposed works;
 - Review of site potential and constraints;
 - Detailed design(s) and/or working method(s) to achieve stated objectives. This shall include detailed soft landscaping plans and planting schedules. The locations of habitat features such as bird and bat boxes shall be shown on scaled landscaping plans suitable for construction and detail the height and aspect the habitat features are to be installed;
 - Measures to continue to allow the movement of hedgehogs across the site;

- Details of the fencing and any signage to be installed to protect the ancient tree during the operation of the site;
- A copy of the leaflet to be provided to new homeowners regarding cats;
- Extent and location/area of proposed works on appropriately scaled maps and plans;
- Type and source of materials to be used where appropriate, e.g., native species of local provenance, make and model of woodcrete bird and bat boxes;
- Timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
- Persons/organisation(s) responsible for implementing the works and ongoing maintenance;
- Details of initial aftercare and management prescriptions for long-term maintenance, and;
- Details for on-going monitoring and remedial measures.

The EDS shall be implemented in accordance with the approved details and all features shall be retained thereafter

Reason: In the interests of biodiversity

- 32 Prior to the commencement of development (excluding archaeology and enabling works), a services plan shall be submitted to and approved in writing by the Local Planning Authority. The services plan shall include the provision of underground ducts to enable telephone services, electricity services and communal television services to be connected to any premises without recourse to the erection of distribution poles and overhead lines. Notwithstanding the provisions of Article 3(1) of the Town and Country Planning (General Permitted Development) Order 1995 or any other Order or any subsequent Order revoking or re-enacting that Order no distribution pole or overhead line within the application site shall be erected without the express consent of the Local Planning Authority. The development shall be implemented in accordance with the details so approved.

Reason: In the interests of visual amenity.

- 33 The reserved matters referred to in condition 1 shall include details of existing and proposed ground levels and finished slab and floor levels together with roof ridge lines and eaves levels in relation to the neighbouring buildings bordering that application site. The development shall be carried out in accordance with the approved details and thereafter maintained.

Reason: In the interests of the amenities of neighbouring properties.

- 34 No dwelling shall be occupied until the access and highways works to the A20 as shown on drawings 1687/04 Rev I and 1687/08 Rev C have been completed.

Reason: To ensure that satisfactory access is provided to the development and in the interests of highways safety.

- 35 The visibility splays shown on drawing 1687/04 Rev I shall be provided prior to the occupation of the first dwelling and thereafter maintained clear of any structure, tree, plant or other obstruction which exceed 0.6 metres above carriageway level within the approved sight lines.

Reason: In the interests of highway safety.

Informatives and notes

- 1 All Electric Vehicle chargers provided for homeowners in residential developments must be provided to Mode 3 standard (providing up to 7kw) and SMART (enabling Wi-Fi connection). Approved models are shown on the Office for Low Emission Vehicles Homecharge Scheme approved chargepoint model list.
- 2 The applicant is reminded that, under the Wildlife and Countryside Act 1981 as amended section one it is an offence to remove, damage, or destroy the nest of any wild bird while that nest is in use or being built. Planning consent for development does not provide a defence against prosecution under this Act. Breeding bird habitat is present on the application site and assumed to contain nesting birds between 1st of March and 31st of August unless a recent survey has been undertaken by a competent ecologist and is showing that nesting birds are not present.
- 3 Any changes to or affecting the public highway in Kent requires the formal agreement of the highway authority (Kent County Council) and it should not be assumed this will be given because a planning permission has been granted. For this reason, anyone considering works which may affect the public highway including any highway and street furniture is advised to engage with KCC Highways and Transportation at an early stage in the design process.

Across the county there are pieces of land next to private homes and gardens that do not look like roads or pavements but actually form part of the public highway. Some of this highway land is owned by Kent County Council while some is owned by third party owners. Irrespective of the ownership, this land may have highway rights over the topsoil.

Works on private land may also affect the public highway. These include works to cellars, to retaining walls which support the highway, or land above the highway and to balconies, signs, and other structures which project over the highway. Such works also require the approval of the Highway Authority.

Kent County Council has now introduced a formal technical approval process for new or altered highway assets, with the aim of improving future maintainability. This process applies to all development works affecting the public highway other than applications for vehicle crossings, which are covered by a separate approval process.

- 4 This decision is also conditional upon the terms of the Planning Agreement which has been entered into by the developer and the Local Planning Authority under Section 106 of the Town and Country Planning Act 1990. The Agreement runs with the land and not with any particular person having an interest therein.
- 5 Only clean uncontaminated water should drain to the surface water system. Roof drainage shall drain directly to the surface water system (entering after the pollution prevention measures). Appropriate pollution control methods (such as trapped gullies and interceptors) should be used for drainage from access roads and car parking areas to prevent hydrocarbons from entering the surface water system. There should be no discharge into land impacted by contamination or land previously identified as being contaminated. There should be no discharge to made ground. There must be no direct discharge to groundwater, a controlled water. It is understood from the application form that foul drainage will be discharged to the mains sewer. We have no objections to this but would want to be re-consulted should these plans change.
- 6 By virtue of the loss of four trees along the site frontage, is it recommended that the applicant (or successors in title) provide at least ten trees per removed tree as mitigation as recommended within the accompanying arboricultural report.
- 7 In respect of condition 18, Piling can result in risks to groundwater quality by mobilising contamination when boring through different bedrock layers and creating preferential pathways. Thus, it should be demonstrated that any proposed piling will not result in contamination of groundwater. If Piling is proposed, a Piling Risk Assessment must be submitted, written in accordance with EA guidance document "Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention. National Groundwater & Contaminated Land Centre report NC/99/73"
- 8 Southern Water requires a formal application for any new connection to the public foul sewer to be made by the applicant or developer. To make an application visit: developerservices.southernwater.co.uk and please read the New Connections Services Charging Arrangements documents which are available on the Southern Water website via the following link: southernwater.co.uk/developing-building/connectionchargingarrangements
- 9 The granting of planning permission confers on the developer no other permission or consent or right to close or divert any Public Right of Way at any time without the express permission of the Highway Authority.
- 10 The reserved matters shall include details of measures to be incorporated into the development to minimise the risk of crime, according to the

principles and physical security requirements of Crime Prevention through Environmental Design (CPTED) and Secured by Design (SBD).

In determining this planning application, the Council has had due regard for all relevant matters and particularly the National Planning Policy Framework. This includes the duty to work positively with the applicant to resolve potential issues and seek acceptable solutions.

This decision relates ONLY to the requirements of Town and Country Planning Act 1990. Separate determinations are required for other aspects of the planning regime, building regulations and environmental legislation. Any other permissions must be obtained separately from the relevant body.

The Council as Local Planning Authority expects the above Conditions to be complied with promptly. Where Conditions require details or other matters to be approved by the Council prior to commencement or occupation of the development, these must be submitted to the Council for its consideration well in advance, to ensure that there is no delay or loss to your project. Failure to observe the Conditions may result in enforcement action by the Council



Issued by the Chief Planning Officer

This decision notice consists of 17 pages

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