

dated

20[X]

[X]

To

Tonbridge and Malling Borough Council

Unilateral Undertaking

in relation to

[X]

(Planning Application No. [X])

Contents

| | | |
|-----------|---|-----------|
| 1 | Definitions..... | 1 |
| 2 | Construction of this Deed | 5 |
| 3 | Legal Basis | 6 |
| 4 | Conditionality | 6 |
| 5 | Miscellaneous..... | 6 |
| 6 | Obligations of the Owner | 8 |
| 7 | Waiver..... | 8 |
| 8 | Change in ownership..... | 8 |
| 9 | Interest | 8 |
| 10 | Indexation | 9 |
| 11 | Contracts Rights of Third Parties..... | 9 |
| 12 | Value Added Tax | 9 |
| 13 | Notices | 9 |
| 14 | Dispute Resolution | 9 |
| 15 | Planning consents granted pursuant to Section 73 of the 1990 ActError! Bookmark not defined. | |
| 16 | Local Land Charge..... | 11 |
| 17 | Future Mortgagee..... | 11 |
| 18 | Jurisdiction | 12 |
| 19 | Delivery | 12 |
| | Schedule 1 - The Owner's Covenants to the Council - Self Build | 14 |
| | Schedule 2 - The Owner's Covenants to the Council - Biodiversity Net Gain | 15 |
| | Appendix 1 - Site Plan..... | 16 |

Unilateral Undertaking

dated 20[X]

Parties

(1) [X]

In favour of

(2) **Tonbridge and Malling Borough Council** of Gibson Building, Gibson Drive, Kings Hill, West Malling, ME19 4LZ (the **Council**).

Introduction

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- (B) The Owner is the [freehold] owner of the Site free from encumbrances save only as mentioned in the titles registered at the Land Registry under title numbers [X]
- (C) By the Application the Owner made an application to the Council for planning permission for the Development of the Site.
- (D) The Owner enters into this Deed to the intent that any objections by the Council to the grant of the Permission are overcome.
- (E) The Owner acknowledges and agrees that the planning obligations in this Deed are necessary to ensure that the Development is acceptable in planning terms and satisfies the requirements of Regulation 122 of the CIL Regulations.

Operative provisions

1 Definitions

1.1 In this Deed unless the context otherwise requires the following terms (arranged in alphabetical order) shall have the following meanings:

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

Allocation means attributing any BNG Capacity whether in respect of Biodiversity Units or Biodiversity Gain Land by the Owner towards the Development's requirement to deliver biodiversity (and **Allocate** and **Allocated** and **Allocations** and **Allocating** shall be construed accordingly);

Application means the application submitted by the Owner to the Council for the Development and which was allocated reference number [X];

Biodiversity Baseline means the baseline of Biodiversity Units on the Site prior to Commencement of Development;

Biodiversity Net Gain Scheme means the document containing information about the steps to be taken to minimise any adverse effect of the Development on the biodiversity of the onsite habitat or any other habitat to include:

- a) the Pre-Development Biodiversity Value providing the Biodiversity Baseline;
- b) the Post-Development Biodiversity Value;
- c) any registered offsite Biodiversity Gain Land Allocated to the Development and the biodiversity and the biodiversity value of that gain in relation to the Development;
- d) and any Biodiversity Units to be purchased as mitigation for the Development in the absence of onsite BNG or Allocation of Biodiversity Gain Land;

and the **Approved Biodiversity Net Gain Scheme** shall be construed accordingly to mean the Biodiversity Net Gain Scheme to be approved by the Council in writing in accordance with this Deed;

Biodiversity Gain Land means land owned by the Owner or otherwise for Allocating off-site BNG as may be set out in the Approved Biodiversity Gain Scheme;

Biodiversity Gain Site Register means the statutory biodiversity gain site register created under Regulation 3 of the Biodiversity Gain Site Register Regulations 2024;

Biodiversity Metric means the statutory biodiversity accounting tool published by Natural England Version 4.0 (as updated from time to time) to be used to measure the pre-development and post-development biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of BNG;

Biodiversity Net Gain or BNG means the biodiversity measures to be implemented by the Owner in accordance with the **Approved Biodiversity Net Gain Scheme** and in accordance with this Deed which achieves (as a minimum) the **Biodiversity Net Gain Value** above the **Biodiversity Baseline** either on-site or off-site;

BNG Capacity means the total Biodiversity Units offering, whether on-site or off-site, to comply with the Approved Biodiversity Net Gain Scheme;

Biodiversity Net Gain Value means a minimum net increase of Biodiversity Units across the Site or elsewhere above the Biodiversity Baseline to be delivered as part of the Approved Biodiversity Net Gain Scheme calculated in accordance with the Biodiversity Metric;

Biodiversity Units means the measure of biodiversity to be quantified and assessed in accordance with the Biodiversity Metric;

CIL Regulations means the Community Infrastructure Regulations 2010 (as amended);

Commencement Date means the date on which any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site survey, site clearance, demolition works, piling works archaeological investigations for the purpose of assessing ground conditions, preparation and enabling works, remedial or remediation work in respect of any contamination or other adverse ground conditions, diversion and laying or removal of services erection of any temporary means of enclosure

including fences and hoardings, the temporary display of site notices or advertisements and **Commencement** and **Commence** shall mutatis mutandis be construed accordingly;

Development means [X] as set out in the Application;

Disqualifying Event means any of the events listed below:

- a) Any change to the Development which means that the Dwelling ceases to be a Self-build Dwelling;
- b) The letting out of the whole Self-Build Dwelling; or
- c) The sale of the Self-Build Dwelling.

Dwelling means any dwelling to be constructed pursuant to the Permission and **Dwellings** shall be construed accordingly;

Expert means a suitably qualified person appointed pursuant to clause 11 of this Deed;

Interest means interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time;

Monitoring Fee means the payment of [£6,966 (six thousand nine hundred and sixty six pounds)] OR [£13,819 (thirteen thousand eight hundred and nineteen pounds)] towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Deed;

Natural England means the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England;

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

Open Market Value means the price at which the whole interest in the relevant Self-Build Plot would be expected to command on the open market if sold by a willing seller to a willing purchaser for residential purposes free of the restrictions and obligations contained in this Deed;

Parties means the parties to this Deed;

Permission means planning permission for the Development granted pursuant to the Application which term shall include Section 73 Consent(s);

Plot Passport means a passport given to each individual Self-build Plot which provides detailed design information about that specific plot, which is to include a summary of the main features to be delivered such as alternative layouts, design features, materials and fenestrations which shall be issued to and decided by a Self-Build Owner;

Post-Development Biodiversity Value means the value of the onsite habitat measured within [30 (thirty) working days of Practical Completion and which measurement shall be evidenced by the Biodiversity Metric;

Practical Completion means the issue of a certificate of practical completion of each of the Self-Build Dwellings by the Owner's suitably qualified agent or if constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's suitably qualified agent;

Pre-Development Biodiversity Value means the value of the onsite habitat measured within [30 (thirty) working days of the grant of the Permission and which measurement shall be evidenced by the Biodiversity Metric;

Section 73 Consent(s) means any subsequent planning permission(s) granted under s73 of the 1990 Act pursuant to the Permission and granted to develop the Site without complying with a condition(s) imposed on the Permission;

Section 73 of the 1990 Act means Section 73 of the 1990 Act and / or Section 73B of the 1990 Act once in force;

Self-Build Dwelling means a Dwelling which meets the Self-Build and Custom Housebuilding definition and is constructed or commissioned by a person who intends to live in said Dwelling;

Self-Build and Custom Housebuilding: self-build house building as defined by Section 1 of the Self-Build and Custom Housing Building Act 2015 as amended by the Housing and Planning Act 2016 and the CIL Regulations;

Self-Build Owner means a person who:

- a) is over the age of 18;
- b) is a British citizen, a national of the EEA state other than the United Kingdom, or a national of Switzerland;
- c) has had primary input into the design and layout of the Self-Build Dwelling;
- d) intends to live in the Self-Build Dwelling for a minimum period of three (3) years as their sole or main residence; and
- e) is registered with the Council and recorded on the register maintained by the Council pursuant to section 1 of the Self-Build and Custom House Building Act 2015 as amended by the Housing and Planning Act 2016;

Self-Build Plots means the part of the Site reserved for the delivery of Self-Build Dwellings;

Site means the land at [X] [edged red] on the Site Plan;

Site Plan means the plan annexed to this Deed at Appendix 1 with reference [X];

Statutory Undertaker means any persons authorised under any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertaking and shall also include the Environment Agency the holder of a licence to operate telecommunication systems the Civil Authority and the holder of a licence to supply cable television; and

Working Days means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and **Working Day** shall be construed accordingly.

2 **Construction of this Deed**

In this Deed:

- 2.1 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Subject to clause 5.8 of this Deed wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.
- 2.8 The headings and contents list are for reference only and shall not affect construction.
- 2.9 [References to the Site [and/or the Biodiversity Gain Land] include any part of it.]
- 2.10 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.
- 2.11 Unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 2.12 References in this Deed to development shall have the meaning given to it by section 55 of the 1990 Act.

3 Legal Basis

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act and to the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council against the Owner in respect of the Site [and Biodiversity Gain Land] as hereinafter provided.
- 3.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.
- 3.3 The Owner enters into the obligations for itself and its successors in title with the intent that the obligations contained in this Deed shall be enforceable (subject to clause 5.4) not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site and the Biodiversity Gain Land or any parts thereof.

4 Conditionality

This Deed shall come into immediate effect save for the obligations in the Schedules which are conditional upon the grant of the Permission and the Commencement of the Development save further for those obligations expressed to be complied with prior to Commencement.

5 Miscellaneous

- 5.1 The Owner hereby warrants that it is the registered proprietor of the freehold interest in the Site [and the Biodiversity Gain Land] and that it has full power to enter into this Deed and that there is no other person having a legal or equitable interest in the Site [or Biodiversity Gain Land].
- 5.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires prior to the Commencement Date.
- 5.4 Subject to clause 5.8 of this Deed, any agreement, obligation, covenant or undertaking contained herein by the Owner which comprise more than one person or entity shall be joint and several. Where any agreement, obligation, covenant or undertaking is made with or undertaken towards any of the parties to this Deed which comprise more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 5.5 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity and the rights powers duties and obligations of the Council under private public or subordinate legislation may be effectively exercised as if the Council were not a party to this Deed (and in particular the Council shall

not be precluded from entering into any agreement under the 1990 Act and/or under any other act or authority with any other party and shall not be deemed to be in breach of this Deed by so doing).

- 5.6 Subject as otherwise provided in this Deed the Owner for itself and its successors covenants with the Council that the Site shall be subject to the terms and obligations as contained in Schedule 1 hereto.
- 5.7 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their entire interest in the Site [and/or the Biodiversity Gain Land] or part of the Site [and/or Biodiversity Gain Land] to which any such breach relates save that they will remain liable for any breaches of this Deed occurring before that date and for the avoidance of doubt where a person disposes of part of the Site [and/or Biodiversity Gain Land] they shall remain liable for any breaches occurring on that part of the Site[and/or Biodiversity Gain Land] in which they retain an interest.
- 5.8 A Self-Build Owner of a Self-Build Plot shall not be liable for any breaches of Schedule 2 hereto that relate solely to another Self-Build Plot or Dwelling in which that Self-Build Owner has no legal interest.
- 5.9 No compensation shall be payable by the Council to any party to this Deed or their successors in title and assigns arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and successors in title to the Owner and at no cost to the Council.
- 5.10 The Owner grants an irrevocable licence to the Council and/or any person duly authorised or instructed by them to enter upon any part of the Site [and Biodiversity Gain Land] at any reasonable time subject to providing at least 48 (forty eight) hours' written notice to the Owner (and immediately in the event of an emergency) to ascertain whether the terms of this Deed and/or of the Permission are or have been complied with subject to complying with all health and safety requirements required by the Owner provided that (for the avoidance of doubt) such licence will not extend to any Dwelling (including the garden and other external areas of the Dwelling) after such Dwelling is first Occupied.
- 5.11 This Deed will not be enforceable against any Statutory Undertaker who acquires any part of the Site [or the Biodiversity Gain Land] or interest therein for the sole purpose of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services or any other utilities.
- 5.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site [or Biodiversity Gain Land] in accordance with a planning permission (other than the Permission subject to this Deed) granted (whether or not on appeal) after the date of this Deed [provided that such planning permission does not undermine the covenants given in this Deed in respect of the Biodiversity Gain Land].
- 5.13 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site [or Biodiversity Gain Land] or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into

possession of the Site [or Biodiversity Gain Land] or part thereof to which such obligation relates.

5.14 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Permission or as restricting the exercise by the Council of any statutory powers exercisable by it under the 1990 Act or under any other act or authority.

5.15 For the avoidance of doubt in the event that the Permission does not adhere with the terms of this Deed the Permission shall always take precedence.

6 Obligations of the Owner

6.1 The Owner covenants with the Council so as to bind the Site:

6.1.1 to comply with the obligations set out in this Deed and in Schedule 1 hereto;

6.1.2 to pay to the Council on completion of this Deed its reasonable legal costs and disbursements incidental to the negotiation, preparation and execution of this Deed;

6.1.3 to pay to the Council [on completion of this Deed] the Monitoring Fee;

7 Waiver

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

8 Change in ownership

Otherwise than in relation to transfers to utility companies and the sale, lease, transfer, mortgage or other disposal of an individual Dwelling or other individual unit of occupation constructed pursuant to the Permission, the Owner shall give to the Council within one (1) month of the Owner disposing of the whole or any part of the Site [or Biodiversity Gain Land] written notice of the name and address of the person to whom the Site [or Biodiversity Gain Land] or any part thereof has been transferred.

9 Interest

Any money payable by the Owner to the Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

10 Indexation

10.1 The Council Contributions payable under this Deed shall be increased in accordance with: the following formula:

Amount Payable = Relevant Amount x (A/B)

Where:

Relevant Amount = the payment to be RPI Indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof.

11 Contracts Rights of Third Parties

11.1 The Contracts (Rights of Third Parties) Act 1999 is not intended to apply to this Deed and as such a person who is not named in this Deed is not intended to have a right to enforce any of its terms.

11.2 For the avoidance of doubt the exclusion referred to in clause 11.1 above shall not:

11.2.1 prevent all or any future successors in title to any of the parties to this Deed from being able to benefit or to enforce any of the provisions of this Deed; and

11.2.2 the Deed may be varied by agreement between the Parties without the consent of any third party being required.

12 Value Added Tax

All contributions paid in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 Notices

13.1 Any notice to be given under this Deed shall be in writing and shall be deemed to be validly served if delivered by hand or sent by first class post or registered/recorded delivery.

13.2 Any notice served under this Deed shall be deemed to have been received:

13.2.1 if delivered by hand, upon delivery at the relevant address; and/or

13.2.2 if sent by first class post, the second Working Day after the date of posting.

13.3 The address for service for any party under this Deed shall be:

13.3.1 for the Council: [X] (please state the Application reference number: [X])

13.3.2 for the Owner: [X]

or such other address for service in England as the Party to be served shall have previously notified in writing.

14 Disputes

14.1 If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other

decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.

14.2 If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:

14.2.1 where the difference or dispute relates to the construction or interpretation of this Deed, be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;

14.2.2 where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

14.3 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of clauses 21.2.1 or 21.2.2 hereto is applicable.

14.4 Except as aforesaid any expert appointed pursuant to clauses 21.2.1 or 21.2.2 or any other person shall:

- (a) on their appointment serve written notice thereof on the parties in dispute;
- (b) consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;
- (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;
- (d) have an unfettered discretion to determine the reference to them;
- (e) serve notice of their determination as soon as they have made it;

- (f) give full and clear reasons for their decision;
- (g) be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.

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 Planning consents granted pursuant to Section 73 and 73A of the 1990 Act

In the event that an application is made by the Owner to the Council under Section 73 or Section 73A of the Act and consent has been granted for any variation or release of any condition contained in the Planning Permission (or a subsequent permission to which this clause relates) or if any such condition is varied or released (or a subsequent permission to which this clause relates) following an appeal by the Owner under Section 78 of the 1990 Act this Deed (including the Schedule(s) hereto) shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 section 73A or 78 of the 1990 Act and the covenants or provisions in this Deed shall be deemed to be accordingly modified to correspond to any such varied permission unless the Council considers that a separate deed pursuant to section 106 and/or s106A of the 1990 Act is required to secure the relevant planning obligations in relation to the new permission.

16 Local Land Charge

This Deed is a local land charge and shall be registered as such.

17 Future Mortgagee

Any future mortgage or charge over the Site [and/or the Biodiversity Gain Land] or part thereof created after the date of this Deed shall take effect subject to this Deed **provided that** the future mortgagee or chargee shall have no liability under this Deed unless it takes possession of the Site [and/or Biodiversity Gain Land] or part thereof or it becomes a mortgagee or chargee in possession of the Site [and/or Biodiversity Gain Land] or part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

18 **Jurisdiction**

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

19 **Delivery**

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

This Deed has been **executed** as a deed and is delivered on the date stated at the beginning of it.

[Execution Clauses to be inserted]

Schedule 1

The Owner's Covenants to the Council - Self-Build

The Owner covenants with the Council as follows:

- 1 That the Self-Build Dwellings OR Dwellings erected pursuant to the Permission will be constructed and delivered only as a Self-Build Dwelling.
- 2 Not to Commence Development until the Owner has submitted to the Council a scheme including the Plot Passport for the provision of Self-Build Dwellings for written approval, and written approval has been given by the Council, such approval not to be unreasonably withheld or delayed ("the Scheme").
- 3 The Scheme to be submitted pursuant to paragraph 2 of this Schedule shall include, but is not limited to:
 - 3.1 Measures relating to the legal transfer of the Self-Build Plots to a person who will have primary input into the design of the Self-Build Dwellings and will first Occupy them as their main residence;
 - 3.2 Details of a marketing strategy for the Self-Build Plots including the period of marketing, and the Council may write to the Owner to request further information from the Owner in response to the scheme submitted.
- 4 To market the Self-Build Plots at no more than Open Market Value and in accordance with the Scheme for the Self-Build Dwellings for a period of [12 (twelve)] months beginning from the first serviced Self-Build Plot being available for purchase with all Self-build Plots being first offered to persons on the Council's self-build register.
- 5 That the Owner shall provide written notice to the Council within 14 (fourteen) days of the occurrence of any Disqualifying Event within 3 (three) years following Practical Completion.

Schedule 2

The Owner's Covenants to the Council - Biodiversity Net Gain

The Owner covenants with the Council as follows:

- 1 Not to Commence Development until the Pre-Development Biodiversity Value has been obtained;
- 2 To notify the Council in writing of any of the following events which occur from the date of transfer of the initial transfer of a Self-Build Plot to a Self-Build Owner to the date that is 3 (three) years from Practical Completion:
 - 2.1 any imminent change of ownership in the Self-Build Dwelling to a person who is not a Self-Build Owner;
 - 2.2 any imminent letting of the whole of the Self-Build Dwelling;
 - 2.3 the Development or any Dwelling ceasing to be a Self-Build Dwelling;
- 3 On the first occurrence of any event listed in paragraph 2 above for any Self-Build Plot to submit a Biodiversity Net Gain Scheme to the Council for approval in writing and such scheme shall include Post-Development Biodiversity Value for that Self-Build Plot;
- 4 On receipt of the Council's written approval of the Biodiversity Net Gain Scheme to fully implement the Approved Biodiversity Net Gain Scheme and thereafter to comply with the Approved Biodiversity Net Gain Scheme;
- 5 To notify the Council on completion of the works required by the Approved Biodiversity Net Gain Scheme;
- 6 To monitor, manage and maintain the BNG in accordance with the Approved Biodiversity Net Gain Scheme for a minimum period of 30 (thirty) years from the date of the notice given pursuant to paragraph 8 of this Schedule or the Commencement Date (whichever is later);
- 7 Not to Occupy the Development in breach of the obligations in this Schedule;
- 8 To submit to the Council annual updates on the monitoring, management and maintenance of the BNG within the Site in accordance with the Approved Biodiversity Net Gain Scheme once annually for the first five (5) years and thereafter once every five (5) years for the period specified in paragraph 6 above;
- 9 In the event that the Council serves notice on the Owner that the BNG is not being monitored, managed and maintained in accordance with the Approved Biodiversity Net Gain Scheme, to promptly take any necessary steps reasonably required by the Council and to invite the Council to inspect the Site on completion of the required remediation works; and
- 10 In the event that the Council serves a notice pursuant to paragraph 9 of this Schedule, the 30 (thirty) year period referred to in paragraph 6 of this Schedule shall be extended until such time as the Council confirms in writing that all necessary steps have been taken to ensure full compliance with the Approved Biodiversity Net Gain Scheme.

Appendix 1 - Site Plan

Appendix 2 – Biodiversity Gain Land Plan