

Minutes of the meeting of Planning and Regulatory Committee held at Conference Room 1 - Herefordshire Council, Plough Lane Offices, Hereford, HR4 0LE on Wednesday 3 June 2026 at 10.00 am

Present: **Councillor Terry James (chairperson)**
 Councillor Clare Davies (vice-chairperson)

**Councillors: Polly Andrews, Bruce Baker, Jacqui Carwardine, Simeon Cole,
Dave Davies, Matthew Engel, Catherine Gennard, Peter Hamblin,
Stef Simmons, Charlotte Taylor, Richard Thomas and Mark Woodall**

Officers: **Legal Adviser, Development Manager Majors Team and Highways Adviser**

1. APOLOGIES FOR ABSENCE

Apologies were received from Councillor John Stone.

2. NAMED SUBSTITUTES (IF ANY)

There were no substitutes.

3. DECLARATIONS OF INTEREST

There were no declarations of interest.

4. MINUTES

RESOLVED: That the minutes of the meeting held on 8 April 2026 be approved.

Councillor Jacqui Carwardine joined the meeting at 10:05 a.m.

5. 242558 - LAND TO THE SOUTH OF LOWER BULLINGHAM, WEST OF THE ROTHERWAS INDUSTRIAL ESTATE, NORTH OF THE ROTHERWAS, HEREFORD, HR2 6JW (PAGES 25 - 82)

*Councillor Dave Davies and Councillor Richard Thomas acted as local ward members
for the application below.*

The principal planning officer provided a presentation on the application and the
updates/representations received following the publication of the agenda.

In accordance with the criteria for public speaking a statement was read on behalf of Ms
Bowell, in objection to the application, and Mr Rawlings, the applicant, spoke in support.

In accordance with the council's constitution the local ward member for Dinedor Hill
electoral division spoke on the application. In summary, he explained that:

- The allocation of the site was contained within the core strategy under policy HD6.
- It was understood that the allocated site was proposed to have been supported by the provision of key infrastructure in the form of a western or eastern bypass.
- The proposed development contained a significant amount of affordable housing which was positive.
- The provision of an employment site through the application was supported.
- It was understood that the park and choose facility would be considered in due course
- There existed a number of areas of concern within the local community regarding the application site.
- Flooding was a significant issue in the locality and in times of significant rainfall local highways became impassable. The proposed closure of Lower Bullingham Lane and Watery Lane would undermine the ability of local residents in existing estates to leave their houses by car during heavy rainfall when Holme Lacy Road and Hoarwithy Road were blocked. The proposed closures would also impact upon businesses on Watery Lane.
- The proposed roundabout on the Rotherwas Relief Road was supported and the final design should take account of the size of vehicles leaving Rotherwas to access the A49.
- The proposed access to the new development from the Hoarwithy Road was proposed for a section of the highway which was narrow and not felt to be safe as a point of access.

In accordance with the council's constitution the local ward member for Wormside electoral division spoke on the application. In summary, he explained that:

- Due to the topography of the land it was not felt that sport pitches were feasible in the proposed park.
- There was concern regarding flooding in Watery Lane and the impact of the new development on local incidents of flooding.
- The proposed roundabout on the Rotherwas Relief Road would be accessed by a significant number of local residents to the proposed site. There was concern that the interaction between those local residents and HGVs accessing the Rotherwas industrial estates would pose an impact on highway safety. Careful consideration of this interaction was required in the final design of the roundabout.

The committee debated the application and the following principal points were raised:

- Incidents of heavy rainfall and extreme weather was increasing in frequency and there was concern at the number of days that access to the proposed site and existing developments would be constrained by flooding.
- It was noted that there were positive active travel elements contained within the application.
- The proportion of affordable housing contained within the application was welcomed.
- In the flooding emergency plan, the safety of the proposed alternative access for pedestrians and cyclists along the Rotherwas Relief Road was queried. During periods of heavy rainfall when identified active travel routes to the site were impassable the Plan suggested access along this busy and fast road as an alternative, which was not considered safe.
- The proposed roundabout on the Rotherwas Relief Road was felt to address safety concerns.
- It was queried whether the provision of a bypass was required to facilitate the development and without such infrastructure if the proposal could proceed.

- The green space and parkland proposed in the application was welcomed.
- The role of the travel plan coordinator was queried and how they could assist when access to the site was compromised by extreme weather events.
- There was concern that the phasing of the build of the development could constrain pedestrian and cycle access to the site. The implementation and retention of active travel infrastructure needed to be protected during the construction of the site.
- Concern was raised regarding the cost of the management of the green space proposed as part of the application and whether the prevention of escalating costs to local residents could be conditioned as part of the permission.

The development manager provided the following clarification:

- The applicant considered that flooding on the site could be effectively addressed and this would be looked at in the reserved matters stage. Extensive work had been undertaken by consultants with regard to flood mitigation on the site. The risks were understood and it was considered that they could be effectively mitigated.
- Condition 24 required the submission of a flood emergency plan which would be considered by officers at the council and the Environment Agency to ensure that it was safe and fit for purpose. Cyclists and pedestrians would not be encouraged to use the Rotherwas Access Road but the applicant was asked to propose active travel infrastructure on the road in anticipation that some local residents would walk and cycle on the road.
- There had not been a final decision on the stopping-up of Lower Bullingham Lane and Watery Lane; further details of the proposal were awaited from the applicant.
- Extensive traffic modelling had been undertaken to establish that the infrastructure included in the proposal was suitable to provide effective and safe access to the site. Such modelling took place for each development site and took account of the highway network locally; in the case of the current application site the traffic modelling was based on a local highway network without the provision of a bypass.
- It was explained that the travel plan coordinator would be a point of feedback for local residents to comment on the travel plans to the site and would help to implement improvements to encourage sustainable transport. Condition 24 required the flood emergency plan to be given to all local residents on the site; this would contain proposed routes in the event of flooding and would need to be undertaken in coordination with the travel plan.
- The impact of the construction of the site on pedestrian and cycle routes was a risk that could be mitigated.
- Details of the management plan for the site would need to be presented by the applicant for approval but limits on the contribution payable for the management and maintenance of the land could not be conditioned within any permission granted.

Councillor Bruce Baker proposed and Councillor Simeon Cole seconded a motion that the application be approved in accordance with the case officer's recommendation. The motion was put to the vote and was carried by a simple majority.

RESOLVED:

That subject to the completion of a Section 106 Town & Country Planning Act 1990 obligation agreement (Draft Agreement to be published for a minimum of 10 working days prior to determination) officer named in the Scheme of Delegation are authorised to grant Outline planning permission with all matters reserved

except access subject to the conditions below and any other further conditions (or amendments) considered necessary.

That planning permission be granted subject to the following conditions:

Standard

- 1 Application for approval of the first reserved matters shall be made to the local planning authority before the expiration of three years from the date of this permission, or within three years of final completion of any legal challenge under S288 of the Town & Country Planning Act 1990. The last of the reserved matters shall be submitted before the expiration of eight years from the date of this permission.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990

- 2 The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of two years from the date of the approval of the last reserved matters to be approved, whichever is the later.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.

- 3 Approval of the details of the layout, scale, appearance and landscaping (hereinafter called "the reserved matters") for a phase shall be obtained from the Local Planning Authority in writing before any development on that phase commenced.

Reason: To enable the Local Planning Authority to exercise proper control over these aspects of the development and to secure compliance with Policy SD1, LD1, LD2, LD3, LD4, HD6, MT1, OS1, OS2 of the Herefordshire Local Plan Core Strategy and the guidance contained within the National Planning Policy Framework.

- 4 The development shall be carried out strictly in accordance with the approved plans as far as it relates to access:

- Site Location Plan: BL-M-12 Rev G
- Roundabout General Arrangement Plan: ref 07129-A-0001-P07
- Green Crize General Arrangement Plan: ref: 07129-A-0020-P07

except where otherwise stipulated or approved by conditions attached to this permission.

Reason. To ensure adherence to the approved plans in the interests of a satisfactory form of development and to comply with Policy, SD1, MT1 and HD6 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

- 5 The reserved matters applications should be in general in accordance with the following plans:
- Land Use and Access Parameter Plan: ref 35304 BL-M-16 Rev J
 - Scale Parameter Plan: ref 35304 BL-M-17 Rev F
 - Green Infrastructure Parameter Plan: ref 35304 BL-M-18 Rev F

Reason. To ensure adherence to the approved plans in the interests of a satisfactory form of development and to comply with Policy SD1, MT1 and HD6 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

Site wide pre-commencement conditions

- 6 **Drainage matters**
The reserved matters submission relating to layout, scale, appearance and landscaping for residential development (or a phase thereof) submitted pursuant to Condition 3 shall be accompanied by detailed surface water and foul water drainage design drawings/construction plans and approved in writing by the Local Planning Authority in consultation with Welsh Water.

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

Reason: To ensure drainage conforms with Policies SD3, SD4 and HD6 of the Herefordshire local Plan - Core Strategy and the national planning Policy Framework

- 7 **Internal Roads**
Details of internal access, estate roads, pedestrian/cycle routes, and circulation arrangements within the development shall be reserved for future approval as part of the submission of reserved matters. No development shall commence on any phase of the development until full details of the internal access and circulation layout for that phase have been submitted to and approved in writing by the local planning authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: Reason: To clarify the delivery of the proposed development (in relation to conditions and RM submissions) and ensure the acceptable phasing of the construction so as to ensure no detriment to the safe operation of the highway network and the timely provision of necessary infrastructure. This is to ensure compliance with Herefordshire Local Plan – Core Strategy Policies SD1, SS4, SS7, HD6, MT1 and the National Planning Policy Framework

- 8 **Phasing Plan**
Prior to the commencement of development of any phase, a detailed development Phasing Plan shall be submitted to and approved in writing by the Local Planning Authority identifying the phasing, if any, for the development and shall specify the following:
- Residential phase(s)
 - Employment phase(s)
 - Country Park
 - Local Centre
 - Timing of delivery of on-site highway works (including but not

limited to on-site roads, footways, cycleway, emergency access opening) and timing

- Timing of delivery of offsite highways improvements (Section 278 works)
- Timing of delivery of public open space
- Procedures for amending the phasing plan if subsequently deemed necessary.
- Delivery of drainage infrastructure

The development, including the completion and delivery of infrastructure shall be constructed in accordance with the agreed phasing plan, unless an alternative plan is submitted to and agreed in writing by the Local Planning Authority.

Reason: To clarify the delivery of the proposed development (in relation to conditions and RM submissions) and ensure the acceptable phasing of the construction so as to ensure no detriment to the safe operation of the highway network and the timely provision of necessary infrastructure. This is to ensure compliance with Herefordshire Local Plan – Core Strategy Policies SD1, SS4, SS7, HD6, MT1 and the National Planning Policy Framework.

9 Highway Access works

Prior to commencement of any development to which this permission relates, details of the proposed access works [with the B4339, Green Crize and Watery Lane (including the Twyford Road Link)] must be submitted to and approved by the Local Highway Authority in writing. Development shall not begin in relation to any of the specified access works until details of these accesses and associated off-site highway improvement works (e.g. Hoarwithy Road) have been submitted to and approved by the Local Planning Authority in writing following the completion of the technical approval process by the Local Highway Authority. No dwelling shall be occupied in a particular phase until these schemes have been constructed in accordance with the approved Phasing Plan for the associated phase of development.

Reason: To ensure the safe and free flow of traffic on the highway and to conform to the requirements of Policy MT1 of Herefordshire Local Plan – Core Strategy Plan and the National Planning Policy Framework.

10 Any future reserved matters application should include an updated noise impact assessment based on a more detailed site layout and demonstrate how a good design process has been followed in accordance with ProPG. Should the assessment identify that an overheating assessment is required, this should also be provided.

Reason: In order to protect the amenity of the area so as to comply with policy SD1 of the Herefordshire Local Plan Core Strategy 2011-31.

11 Pedestrian/cycle link

Prior to commencement of development within each phase, details of a temporary, direct, pedestrian and cycle link connecting each Phase with the Green Crize, Watery Lane and B4339 accesses must be submitted to and approved by the local highway authority in writing. Development shall not begin until details of the temporary pedestrian and cycle link

have been submitted to and approved by the Local Planning Authority in writing, following the completion of the technical approval process by the local highway authority.

No dwelling shall be occupied until the approved temporary pedestrian and cycle link serving that phase, has been provided in accordance with the approved details.

Reason: In order to ensure that the development is carried out in combination with a scheme aimed at promoting the use of a range of sustainable transport initiatives and to conform with the requirements of Policies HD6, SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

12 Bus stop Infrastructure

Prior to the commencement of development within each phase, details for the provision of bus stop infrastructure required to serve that phase (including exact locations and full design specifications for shelters, raised kerbs, and real-time information displays) shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Local Highway Authority.

The submitted details shall include:

- Locations sited on straight sections of highway, avoiding interference with junctions or private accesses. Bus cages to have a TRO to prevent parking in them.
- Shelter Designs that maintain a minimum clear footway width of 1.5m to the rear and are set back at least 0.5m from the kerb edge.
- Accessibility Features including a 2m x 2m clear boarding area and raised kerbs (minimum 125mm height) for level boarding.
- Programme for installation.

Any bus stops and shelters approved for the relevant phase shall be installed in accordance with the approved details prior to the first occupation of that phase, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to ensure that the development is carried out in combination with a scheme aimed at promoting the use of a range of sustainable transport initiatives and to conform to the requirements of Policies SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

13 FFL

No development within a phase, other than demolition and site clearance, shall commence until a plan showing the finished floor levels of the proposed development in relation to the existing and proposed ground levels of the surrounding land has been submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved details. Ground floor levels should be set so that, should groundwater emerge in extreme conditions, water would not be able to enter directly into the building.

Reason – for the avoidance of doubt and to ensure that the levels of the buildings are built to ensure protection from groundwater flooding in accordance with Policy SD3 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework

14

Contamination

Prior to any works or site preparation commencing on a phase, the following information shall be submitted to and approved in writing by the Local Planning Authority:

a) The risk assessment submitted in support of the application (BWB, Ref:BMW2135, August 2024) confirmed the possibility of a significant pollutant linkage(s), a site investigation (as recommended) should be undertaken to characterise fully the nature and extent and severity of contamination, incorporating a conceptual model of all the potential pollutant linkages and an assessment of risk to identified receptors

b) if the risk assessment in (a) identifies unacceptable risk(s) a detailed scheme specifying remedial works and measures necessary to avoid risk from contaminants/or gases when the site is developed shall be submitted in writing. The Remediation Scheme shall include consideration of and proposals to deal with situations where, during works on site, contamination is encountered which has not previously been identified. Any further contamination encountered shall be fully assessed and an appropriate remediation scheme submitted to the Local Planning Authority for written approval.

Reason: In the interests of human health and to comply with policy SD1 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

15

CEMP

Prior to any works or site preparation commencing within a phase, including site clearance or demolition works, and storage of equipment and materials on the site, a Construction Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Environment Agency.

The CEMP shall include:

- named 'responsible person'
- ecological risk avoidance measures based on current site conditions and all protected species known to be locally present (ecological surveys and site assessments under two years old from date of CEMP)
- Pollution Prevention: Details of fuel storage, bunding, and spill response procedures.
- Water Management: Measures to control surface water run-off and sediment, including the use of silt traps or settlement tanks.
- Protection of Watercourses: Identification of buffer zones: details of a detailed scheme to demonstrate that all areas within 50m of any watercourse and any crossings or other works to watercourses are fully compliant with best practice in respect of Otter movement and safety and passage of fish and crayfish
- Groundwater Protection: Methods to prevent contamination of underlying aquifers, especially during intrusive works like piling
- Hours of working
- Tree protection (and arb report)
- Dust management and mitigation measures
- Storage of materials

- consider and detail mitigation and working methods in respect of all non-ecological/wider potential environmental effects from site preparation, soil storage and management, and construction works

The approved CEMP shall be approved in writing and implemented in full for the duration of all construction works at the site unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that all species are protected and habitats enhanced having regard to the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019' (the 'Habitats Regulations'), Wildlife and Countryside Act 1981, National Planning Policy Framework (2021), NERC Act (2006) and Herefordshire Local Plan - Core Strategy policies HD6, SS1, SS6, LD1, LD2 and LD3 and the council's declared Climate Change & Ecological Emergency.

16

Ecology

No more than 3 months prior to the commencement of development within any phase, including site clearance, demolition, material or equipment storage on site, the following shall be submitted for approval by the Local Planning Authority:

- Updated ecological assessment/walkover to consider all protected species and general ecological interests.
- Updated results and report, where required by the updated ecological assessment/walkover, shall be supplied and used to inform a specific Ecological Working Methods Scheme; and
- detail any specific licences or other 'external' permissions that may be required.

Reason: To ensure that all species are protected and habitats enhanced having regard to the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019' (the 'Habitats Regulations'), Wildlife and Countryside Act 1981, National Planning Policy Framework (2021), NERC Act (2006) and Herefordshire Local Plan - Core Strategy policies HD6, SS1, SS6, LD1, LD2 and LD3 and the council's declared Climate Change & Ecological Emergency

17

CTMP

Prior to any works or site preparation commencing on a phase of the development hereby permitted, a Construction Traffic Management Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Highway Authority for the A49 trunk road). The plan shall include as a minimum:

- Construction phasing
- An HGV routing plan to include likely origin/destination information, potential construction vehicle numbers, construction traffic arrival and departure times, signage, accesses and construction delivery times (to avoid peak hours), parking for site operatives
- Details of any special or abnormal deliveries or vehicular movements.
- Clear and detailed measures/method to prevent debris, mud and detritus being distributed onto the Local highway and SRN.
- Details of signage including type, drawings, timescales and locations
- Mitigation measures in respect of noise and disturbance during the construction phase including vibration and noise limits, monitoring

methodology, screening, a detailed specification of plant and equipment to be used and construction traffic routes.

g) A scheme to minimise dust emissions arising from demolition/construction activities on the site. The scheme shall include details of all dust suppression measures and the methods to monitor emissions of dust arising from the development.

h) Waste management.

i) Wheel washing measures

j) Protection measures for hedgerows and grasslands.

Thereafter all construction activity in respect of the development shall be undertaken in full accordance with such approved details unless otherwise approved in writing by the Local Planning Authority in consultation with the Highways Authority.

Reason: To mitigate any adverse impact from the development on the A49 trunk road and road network and in the interests of highway safety and to conform to the requirements of Policy MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

18 Contamination

The Remediation Scheme, as approved pursuant to condition no. 14 above, shall be fully implemented before the development is first occupied. On completion of the remediation scheme the developer shall provide a validation report to confirm that all works were completed in accordance with the agreed details, which must be submitted and agreed in writing before the development is first occupied. Any variation to the scheme including the validation reporting shall be agreed in writing with the Local Planning Authority in advance of works being undertaken.

Reason: In the interests of human health and to comply with policy SD1 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

19 Housing Mix

Proposals for the number, size and type of open market housing on any individual phase of the development shall be submitted to the Local Planning Authority for approval either prior to or as part of any reserved matter application(s) relating to Layout.

The size and type of the open market housing shall comply with the following Table:

<i>Dwelling Type</i>	<i>Quantity (%)</i>
<i>2-bed</i>	<i>20 – 25</i>
<i>3-bed</i>	<i>30 – 50</i>
<i>4-bed</i>	<i>25 – 35</i>
<i>5-bed</i>	<i>0-5</i>

The development shall thereafter be implemented in accordance with the

approved scheme.

Reason: The permission is outline only and this condition is imposed to ensure the development meets the present and future housing by requiring delivery of the most appropriate size and type of additional housing in accordance with the requirements of policies HD6 and H3 of the Herefordshire Local Plan – Core Strategy and National Planning Policy Framework.

20 Sport England

No development in relation to any phase shall commence until details have been submitted and approved in writing by the Local Planning Authority to demonstrate how Active Design principles have been met within that phase.

Reason: To promote healthy lifestyles through physical activity and to accord with Development Plan policy and the National Planning Policy Framework.

21 Archaeology

No development shall take place until the developer has secured the implementation of a programme of archaeological survey and recording [to include recording of the standing historic fabric and any below ground deposits affected by the works]. This programme shall be in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority and shall be in accordance with a brief prepared by the County Archaeology Service. The development shall not be occupied in full until the programme of archaeological work, including agreed archiving reporting and summary publication, has been completed.

Reason: To allow for recording of the building/site during or prior to development and to comply with the requirements of Policy LD4 of the Herefordshire Local Plan – Core Strategy. The brief will inform the scope of the recording action and the National Planning Policy Framework. The commencement of development in advance of such approval could result in irreparable harm to any identified heritage asset.

22 Resource Audit

Prior to any development including demolition commencing on site a Resource Audit to identify the approach to materials and waste prevention should be submitted to the Local Planning Authority. The Resource Audit shall include the following;

The Resource Audit shall include the following:

- The amount and type of construction aggregates required and their likely source;
- The steps to be taken to minimise the use of raw materials (including hazardous materials) in the construction phase, through sustainable design and the use of recycled or reprocessed materials;
- The steps to be taken to reduce, reuse and recycle waste (including hazardous wastes) that is produced through the construction phase;
- The type and volume of waste that the development will generate (both through the construction and operational phases);

- On-site waste recycling facilities to be provided (both through the construction and operational phases);
- The steps to be taken to ensure the maximum diversion of waste from landfill (through recycling, composting and recovery) once the development is operational;
- End of life considerations for the materials used in the development; and
- Embodied carbon and lifecycle carbon costs for the materials used in the development.

Construction works shall thereafter be carried out in full accordance with the details of the approved Resource Audit unless agreed in writing by the Local Planning Authority.

Reason: The treatment/handling of any site waste is a necessary initial requirement before any groundworks are undertaken in the interests of pollution prevention and efficient waste minimisation and management so as to comply with Policy SP1 of the Herefordshire Minerals and Waste Local Plan and the National Planning Policy Framework.

23 Additional Ecological Enhancements

No development shall commence on site until a detailed plan and specification showing all proposed 'species enhancements' in addition to statutory BNG has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

Reason: To ensure that biodiversity net gain is secured and habitats enhanced having regard to The Conservation of Habitats and Species Regulations 2017, as amended by the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019' (the 'Habitats Regulations'), Wildlife and Countryside Act 1981, National Planning Policy Framework, NERC Act (2006) and Herefordshire Local Plan - Core Strategy (2015) policies HD5, SS1, SS6 LD1, LD2 and LD3; and the council's declared Climate Change and Ecological Emergency and the National Planning Policy Framework

24 Flood Emergency Plan

Prior to the construction of the development, a Flood Emergency Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include full details of the proposed 'Welcome Pack', signage and routing options, as well as how occupants will be able to sign up to all relevant emergency alerts. It shall also include a method to retain the plan through property turnover, update the plan and include a timescale for revision of the plan for the lifetime of the development.

Reason: To protect the development from flooding and to comply with Policy SD3 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework

Site wide - pre-occupation conditions

25 LMP

Prior to the first occupation of each phase, a landscape management plan for all non-private landscaped areas within that phase, including details of implementation, management responsibilities, and

maintenance arrangements, shall be submitted to and approved in writing by the Local Planning Authority. The approved LMP shall thereafter be implemented and maintained in accordance with the approved details.

No development within each phase shall be occupied until a Landscape Management Plan (LMP) for that phase, including a programme for implementation, addressing management responsibilities and maintenance schedules for upkeep of all landscaped areas, other than domestic gardens, has been submitted to and approved in writing by the Local Planning Authority. The LMP shall be implemented in accordance with the details of the programme of implementation and shall be maintained and retained thereafter.

Reason: To ensure the future establishment of the approved scheme, in order to protect and enhance the visual amenities of the area and setting of heritage assets hereabouts, to maintain and enhance the character and appearance of the location and to ensure that the development complies with the requirements of Policy SS6, HD6, LD1, LD4 and SD1 of the Herefordshire Local Plan Core Strategy and the National Planning Policy Framework.

Site wide - compliance conditions

26 Define permission

In line with the Town and Country Planning (Use Classes) Order 1987 (or in any provision equivalent to that Class in any statutory instrument revoking and reenacting that Order with or without modification), the maximum amount of development permitted comprises:

- a) Up to 540 dwellings (Use Class C3),
- b) 5.57 hectares Employment Land Use Class B And E
- c) 1650 sqm of mixed-use local centre (Use Classes F2 and E)

Reason: To define the scope of the permission in the interests of a satisfactory form of development and to comply with Policy SD1, MT1 and HD6 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework

27 Streetlighting

Prior to installation of any streetlighting or lighting in other public areas, details of the design and luminaire specification should be submitted to an approved.

To ensure that all species and Dark Skies are protected having regard to the Wildlife and Countryside Act 1981, Conservation of Habitats and Species Regulations (2017), National Planning Policy Framework, NERC Act (2006), Herefordshire Local Plan - Core Strategy policies SS6, LD1, LD2 and LD3 and the Dark Skies initiative (DEFRA-NPPF 2013/18)

28 Arboricultural

Except where otherwise stipulated by condition, the development shall be carried out strictly in accordance with the following document:
Arboricultural Assessment BS5837:2012 (September 2024)

Reason: To ensure that the development is carried out only as approved by the Local Planning Authority and to conform with Policies LD1 and LD3 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

- 29 Contamination**
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 for, an amendment to the Method Statement detailing how this unsuspected contamination shall be dealt with.
- Reason:** In the interests of human health and to comply with Herefordshire Core Strategy policy SD1.
- 30 Foul Water**
All foul water from the development site shall discharge through a connection to the existing public Mains Sewer network at a suitable point agreed with Welsh Water. No building shall be occupied until it is served by the approved connection.
- Reason:** To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no pollution of or detriment to the environment and to comply with Conservation of Habitats and Species Regulations (2017), National Planning Policy Framework, NERC Act (2006), and Herefordshire Local Plan - Core Strategy policies LD2, SD3 and SD4
- 31 SUDS**
Surface water shall be managed by SuDS with no discharge to any mains sewer system.
- Reason:** In order to comply with Conservation of Habitats and Species Regulations (2017), National Planning Policy Framework, NERC Act (2006), and Herefordshire Local Plan - Core Strategy policies LD2, SD3 and SD4.
- 32 Trees**
If within a period of 5 years from the date of planting, the tree, or any tree planted in replacement of it, is removed uprooted, destroyed, dies or becomes seriously damaged or defective, another tree of the same size and species shall be planted within the first planting season, unless the Local Planning Authority gives written consent to a variation.
- Reason:** To ensure failing trees are replaced and thereby ensuring that the development conforms with Policies LD1 and LD3 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.
- 33 Trees**
No retained tree shall be cut down, uprooted, destroyed, pruned, cut or damaged in any manner during the construction phase and thereafter for 5 years from the date of occupation of the building for its permitted use, other than in accordance with the approved plans and particulars.
- Reason:** To safeguard the character and amenity of the area and to ensure that the development conforms with Policies LD1 and LD3 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

- 34 Stopping up**
Prior to the occupation of the 25th dwelling, an application for a Stopping Up Order under Section 247 of the Town and Country Planning Act 1990 in respect of Lower Bullingham Lane and Water Lane shall be submitted to the Local Highway Authority. Evidence of the submission of the application shall be submitted to the Local Planning Authority together with a programme for implementation of the Stopping Up Order, a Management and Maintenance Plan and details of the physical design features and signage to be placed in the highway.

The submitted details shall be approved in writing by the Local Planning Authority and thereafter be implemented in accordance with the approved details.

Reason: To ensure the safe and free flow of traffic on the highway and to conform to the requirements of Policy MT1 of Herefordshire Local Plan – Core Strategy Plan and the National Planning Policy Framework

Highway off Site Works

- 35 Highway Improvement /Off Site Works**
Development shall not begin in relation to each of the specified highways works to be undertaken at Hoarwithy Road, Green Crize Crossing, Twyford Road Link and the A49 Junctions (The A49/ Holme Lacy Road / Walnut Tree Avenue junction and the A49/A465 junction) until details of the relevant works have been submitted to and approved by the Local Planning Authority in writing following the completion of the technical approval process by the Local Highway Authority. It is noted that in addition to the proposed changes to lane markings at the A49/ Holme Lacy Road / Walnut Tree Avenue signalised junction, the A49 Junction Works are to comprise signal timing changes to be agreed with the National Highways and the Local Highway Authority.

Prior to occupation of the 25th dwelling, the schemes at Hoarwithy Road, Green Crize Crossing and the Twyford Road Link shall have been constructed in accordance with the approved details.

The A49 Junction Improvements shall be implemented in accordance with the approved details and a programme submitted to and approved with the Local Planning Authority.

Reason: To ensure the safe and free flow of traffic on the highway and to conform with the requirements of Policy HD6 and MT1 of Herefordshire Local Plan – Core Strategy Plan [and the National Planning Policy Framework].

Residential Phases - Pre-occupation conditions

- 36 Highway survey**
Prior to the first occupation within the residential element of the development, the details of a survey strategy should be submitted to and approved in writing by the Local Planning Authority in consultation with National Highways. The survey strategy shall include, but not be limited to, a suitable programme and location of new surveys for vehicle, cyclist, and pedestrian movements. Baseline surveys shall be undertaken in line with the approved strategy prior to occupation of the 100th dwelling or

within 12 months of the first occupation, whichever occurs first, and repeat surveys thereafter at 50% occupancy (approximately 270 dwellings) or third year of first occupation, whichever occurs first, and at 80% occupancy (approximately 430 dwellings) or fifth year of first occupation, whichever occurs first. The approved programme shall be implemented in accordance with the latest guidance and good practice documentation published by the Department for Transport and the Local Planning Authority.

Reason: To ensure that robust travel data is available to inform and monitor the effective implementation of sustainable transport measures as outlined in the Travel Plan. and to conform with the requirements of Policies SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

37 Travel Plan Coordinator

Prior to the first occupation of the residential element of the development, a Travel Plan Coordinator shall be appointed for a period of ten years or until one year after the residential element of the development is fully occupied, whichever is later. The duration of this post shall depend on whether monitoring and evaluation demonstrate that the targets detailed in the Travel Plan have been met. If the targets are not met, the role shall be extended further, including monitoring of targets, until such time as it can be demonstrated to the Local Planning Authority that the Travel Plan has achieved its targets and objectives.

Reason: To ensure the development meets the objectives of sustainable development and promotes sustainable travel behaviour and ensure that the development is carried out in combination with a scheme aimed at promoting the use of a range of sustainable transport initiatives and to conform with the requirements of Policies HD6, SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

38 Travel Plan

Prior to the first occupation of the residential element of the development, implementation of the Travel Plan shall have commenced in accordance with the approved details. The appointed Travel Plan Coordinator shall provide monitoring reports to the Local Planning Authority after the 1st , 3rd , 5th, 8th and 10th years following first occupation (or sooner as provided for by Condition 40) and thereafter every three years if the targets are not met, and to be audited by the Local Planning Authority in consultation with National Highways.

Reason: To ensure the Travel Plan is effectively monitored and achieves its objectives of promoting sustainable transport and to ensure that the development is carried out in combination with a scheme aimed at promoting the use of a range of sustainable transport initiatives and to conform with the requirements of Policies HD6, SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

39 Water Efficiency

Prior to the first occupation of any of the residential development hereby permitted written evidence / certification demonstrating that water conservation and efficiency measures to achieve the ‘Housing – Optional Technical Standards – Water efficiency standards’ (i.e. currently a

maximum of 110 litres per person per day) for water consumption as a minimum have been installed / implemented shall be submitted to the Local Planning Authority for their written approval. The development shall not be first occupied until the Local Planning Authority have confirmed in writing receipt of the aforementioned evidence and their satisfaction with the submitted documentation. Thereafter those water conservation and efficiency measures shall be maintained for the lifetime of the development.

Reason: In order to ensure that water conservation and efficiency measures are secured to safeguard water quality and the integrity of the River Lugg (Wye) SAC in accordance with policies SS6, SD2, SD3 SD4 and LD2 of the Herefordshire Local Plan Core Strategy, the National Planning Policy Framework, the Conservation of Habitats and Species Regulations (2017) and NERC Act (2006).

40

Cycling

No residential dwelling within a phase of the development shall be occupied until secure, covered cycle parking for that phase has been provided in accordance with the approved Phasing Plan submitted pursuant to Condition 8, including the timescale for delivery of the country park, and in accordance with a scheme that has first been submitted to and approved in writing by the Local Planning Authority. The details to be submitted shall include:

- the number, type and location of cycle parking spaces and stands (including Sheffield stands where applicable); and
- design and construction details of the cycle parking and storage facilities, including materials, weather protection and lockable access arrangements.

The approved cycle parking facilities shall be provided prior to first occupation of the relevant phase and shall thereafter be retained, maintained and kept available for the parking of cycles by residents and visitors at all times.

Reason: In order to ensure that the development is carried out in combination with a scheme aimed at promoting the use of a range of sustainable transport initiatives and to conform to the requirements of Policies SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

41

Car charging

Prior to the first occupation of any dwelling within any residential phase, a scheme to enable the charging of plug in and other ultra-low emission vehicles (e.g. provision of cabling and outside sockets) to serve the occupants of the dwellings within that phase shall be submitted to and approved in writing by the Local Planning Authority. The works serving each dwelling shall be carried out in accordance with the approved details prior to the occupation of that dwelling.

Reason: To address the requirements policies in relation to climate change HD6, SS7, MT1 and SD1 of the Herefordshire Local Plan Core Strategy, to assist in redressing the Climate Emergency declared by Herefordshire Council and to accord with the provisions at paragraphs 108 and 110 of the National Planning Policy Framework

Residential Phases - Compliance conditions

- 42 No external lighting other than lighting of the highway shall be provided other than the maximum of one external LED down-lighter above or beside each external door (and below eaves height) with a Corrected Colour Temperature not exceeding 2700K and brightness under 500 lumens. Every such light shall be directed downwards with a 0 degree tilt angle and 0% upward light ratio and shall be controlled by means of a PIR sensor with a maximum over-run time of 1 minute. The Lighting shall be maintained thereafter in accordance with these details.

Reason: To ensure that all species and local intrinsically dark landscape are protected having regard to The Conservation of Habitats and Species Regulations 2017, as amended by the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019' (the 'Habitats Regulations'), Wildlife & Countryside Act (1981 amended); National Planning Policy Framework, NERC Act (2006) and Herefordshire Local Plan - Core Strategy policies SS1, SS6, LD1-3; and the council's declared Climate Change and Ecological Emergency

- 43 **Open Space**
The timing of the delivery of play areas and public open space (POS) within each phase of the development shall be carried out in accordance with the approved Phasing Plan for that phase, submitted pursuant to Condition 8. The play areas and public open space shall be constructed in full accordance with the approved details. They shall be completed and made available for use in accordance with a timetable that has been submitted to and approved in writing by the Local Planning Authority. Once provided, the play areas and public open space shall be retained and maintained in accordance with the approved details for the lifetime of the development.

Reason. In order to comply with the requirements of Policies HD6, OS1 and OS2 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

Employment/non residential Phase (s) – pre-commencement condition.

- 44 **Hours of use**
Any Reserved Matters application containing non-residential buildings shall provide details of the hours of use and, where relevant, hours for deliveries and collections for approval in writing by the Local Planning Authority.

The use of the premises shall be implemented in accordance with the details as approved, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenity of adjacent properties and the general locality and to comply with Policy SD1 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

- 45 **Archaeology**
No work on the employment phase of development shall take place until a detailed design and method statement for the foundation design and all new groundworks relating to groundwork within the employment land over and around the 'Rotherwas Ribbon has been submitted to and approved in writing by the Local Planning Authority. The development hereby approved shall only take place in accordance with the detailed

scheme approved pursuant to this condition.

Reason: The development affects a site on which archaeologically significant remains survive, and a design solution is sought to minimise archaeological disturbance through a sympathetic foundation design in order to comply with the requirements of Policy LD4 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework. The commencement of development in advance of such approval could result in irreparable harm to any identified heritage asset.

Employment Phase – Pre-occupation conditions

46 Travel Plan

Prior to the first occupation/use of the employment development hereby approved, a Travel Plan which contains measures to promote alternative sustainable means of transport for staff and visitors of the employment area permitted shall be submitted to and be approved in writing by the Local Planning Authority. The Travel Plan shall be implemented, in accordance with the approved details, on the first occupation of the employment development. A detailed written record shall be kept of the measures undertaken to promote sustainable transport initiatives and a review of the Travel Plan shall be undertaken annually for a minimum of five years. All relevant documentation shall be made available for inspection by the Local Planning Authority upon reasonable request.

Reason: In order to ensure that the development is carried out in combination with a scheme aimed at promoting the use of a range of sustainable transport initiatives and to conform to the requirements of Policies SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

47 Floodlighting

Details including illumination areas, luminance levels and control systems of any floodlighting or external lighting proposed to illuminate any phase of the employment development, shall be submitted to and approved in writing by the Local Planning Authority before the use hereby permitted commences and the building(s) are occupied. Development shall be carried out in accordance with the approved details and there shall be no other external illumination of the development.

Reason: To safeguard local amenities and adjoining land uses, Dark Skies and to comply with Policy SD1, SS6 and LD1 of the Herefordshire Local Plan – Core Strategy, National Planning Policy Framework and Conservation of Habitats and Species Regulations (2018)

48 Car charging

Prior to the first occupation of each unit / building sited within the employment phase of the development hereby permitted a scheme to enable the charging of plug in and other ultra low emission vehicles (e.g. provision of outside electric sockets) to serve the staff and visitors of the employment uses hereby permitted shall be submitted and approved in writing by the Local Planning Authority. The scheme shall be completed in accordance with the approved details and provision retained and kept available for use thereafter.

Reason: To address the requirements policies in relation to climate

change SS7 and SD1 of the Herefordshire Local Plan Core Strategy and the guidance contained within the National Planning Policy Framework.

49 Cycle

Prior to the first occupation of the employment uses/buildings hereby permitted, a scheme for long and short-stay cycle parking and associated end-of-trip facilities shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall include:

- **Long-Stay Storage:** Secure, weatherproof, and well-lit storage for staff.
- **Visitor Parking:** Conveniently located short-stay stands (e.g., Sheffield stands) within [15m–20m] of the main entrance.
- **Commuter Facilities:** Detailed plans for on-site changing rooms, showers, and drying facilities for clothes and equipment.
- **E-Bike Charging:** Provision for electric bike charging points for at least [e.g., 5-10%] of long-stay spaces.

The facilities shall be fully implemented before occupation and retained thereafter for the lifetime of the development.

Reason: In order to ensure that the development is carried out in combination with a scheme aimed at promoting the use of a range of sustainable transport initiatives and to conform to the requirements of Policies SD1 and MT1 of Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

50 Highway

Prior to the first occupation of each unit / building sited within the employment phase of the development hereby permitted the access, turning area and parking facilities (including areas for the manoeuvring, parking, loading and unloading of vehicles) as detailed within the RM submissions relating to layout and landscaping (or subsequent conditions) shall have been laid out, consolidated, surfaced and drained. Such areas shall thereafter be retained and kept available for those uses at all times.

Reason: In the interests of highway safety and to comply with Herefordshire Core Strategy policies SS4 and MT1 and the National Planning Policy Framework.

Employment Phase(s) – Compliance Condition

51 Use class control

The land allocated for the employment phase of the development hereby permitted shall be used for Class B and E use only of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification.

Reason: The Local Planning Authority wish to control the specific use of the employment land/premises on this strategic site, in the interest of local amenity, highway safety, delivery of economic objectives and to comply with Policy SS5, E1, HD6, MT1 and SD1 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

INFORMATIVES:

- 1** The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against planning policy and any other material considerations, including any representations that have been received. It has subsequently determined to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
- 2** The Authority would advise the applicant (and their contractors) that they have a legal Duty of Care as regards wildlife protection. The majority of UK wildlife is subject to some level of legal protection through the Wildlife & Countryside Act (1981 as amended), enhanced protection for special “protected species” such as all Bat species, Great Crested Newts, Otters, Dormice, Crayfish and reptile species that are present and widespread across the County. All nesting birds are legally protected from disturbance at any time of the year. Care should be taken to plan work and at all times of the year undertake the necessary precautionary checks and develop relevant working methods prior to work commencing. If in any doubt it advised that advice from a local professional ecology consultant is obtained.
- 3** Assessment is required to be undertaken in accordance with good practice guidance and needs to be carried out by a suitably competent person as defined within the National Planning Policy Framework 2019.

All investigations of potentially contaminated sites are required to undertake asbestos sampling and analysis as a matter of routine and this should be included with any submission.

Where ground gas or vapour protection measures are required, they shall be validated in accordance with current best practice guidance

- 4** A public right of way crosses the site of this permission. The permission does not authorise the stopping up or diversion of the right of way. The right of way may be stopped up or diverted by Order under Section 257 of the Town and Country Planning Act 1990 provided that the Order is made before the development is carried out. If the right of way is obstructed before the Order is made, the Order cannot proceed until the obstruction is removed.
- 5** This permission does not authorise the laying of private apparatus within the confines of the public highway. The applicant should apply to Balfour Beatty (Managing Agent for Herefordshire Council) Highways Services, Unit 3 Thorn Business Park, Rotherwas, Hereford HR2 6JT, (Tel: 01432 261800), for consent under the New Roads and Streetworks Act 1991 to install private apparatus within the confines of the public highway. Precise details of all works within the public highway must be agreed on site with the Highway Authority. A minimum of 4 weeks notification will be required (or 3 months if a road closure is involved).

Under the Traffic Management Act 2004, Herefordshire Council operate a notice scheme to coordinate Streetworks. Early discussions with the Highways Services Team are advised as a minimum of 4 weeks to 3 months notification is required (dictated by type of works and the impact that it may have on the travelling public). Please note that the timescale

between notification and you being able to commence your works may be longer depending on other planned works in the area and the traffic sensitivity of the site. The Highway Service can be contacted on Tel: 01432 261800.

- 6 In connection with Conditions 46 and 38, the applicant is advised that the annual Travel Plan Review must include a survey of staff/resident travel patterns and attitudes to travel. (For businesses employing less than 50 people and for residential developments of less than 50 units, a travel survey will only be required every two years). For residential developments, the review should also include traffic counts and an assessment of trips by mode. Applicants are encouraged to conduct their own monitoring and review process. However, they may choose to engage outside consultants to manage the process on their behalf. Council officers can also provide monitoring services for Travel Plan reviews and for this a request should be made to the Sustainable Transport Officer, Herefordshire Council Transportation Unit, PO Box 236, Plough Lane, Hereford, HR4 0WZ
- 7 A public right of way crosses the site of this permission. The permission does not authorise the stopping up or diversion of the right of way. The right of way may be stopped up or diverted by Order under Section 257 of the Town and Country Planning Act 1990 provided that the Order is made before the development is carried out. If the right of way is obstructed before the Order is made, the Order cannot proceed until the obstruction is removed
- 8 The applicant's attention is drawn to the requirement for design to conform to Herefordshire Council's 'Highways Design Guide for New Developments' and 'Highways Specification for New Developments'
- 9 The applicant's attention is drawn to the need to ensure that the provision of the visibility splay(s) required by this consent is safeguarded in any sale of the application site or part(s) thereof.
- 10 The applicant's attention is drawn to the requirement that, in all cases where an Agreement under Section 278 of the Highways Act 1980 is entered into, the street lighting will be installed by the developer of the site in accordance with the design issued by the Highway Authority and their design shall include any necessary amendments to the existing system.
- 11 Drainage arrangements shall be provided to ensure that surface water from the driveway and/or vehicular turning area does not discharge onto the public highway. No drainage or effluent from the proposed development shall be allowed to discharge into any highway drain or over any part of the public highway.
- 12 No work on the site should commence until engineering details of the improvements to the public highway have been approved by the Highway Authority and an agreement under Section 278 of the Highways Act 1980 entered into. Please contact the Senior Engineer, PO Box 236, Plough Lane, Hereford HR4 0WZ to progress the agreement.
- 13 No work on the site should commence until engineering details of the improvements to the public highway have been approved by the Highway Authority and an agreement under Section 278 of the Highways Act 1980

entered into. Please contact the Senior Engineer, PO Box 236, Plough Lane, Hereford HR4 0WZ to progress the agreement.

- 14 This planning permission does not authorise the applicant to carry out works within the publicly maintained highway and Balfour Beatty (Managing Agent for Herefordshire Council) Highways Services, Unit 3 Thorn Business Park, Rotherwas, Hereford, HR2 6JT (Tel: 01432 261800), shall be given at least 28 days' notice of the applicant's intention to commence any works affecting the public highway so that the applicant can be provided with an approved specification, and supervision arranged for the works.

Under the Traffic Management Act 2004, Herefordshire Council operate a notice scheme to co-ordinate Streetworks. Early discussions with the Highways Services Team are advised as a minimum of 4 weeks to 3 months notification is required (dictated by type of works and the impact that it may have on the travelling public). Please note that the timescale between notification and you being able to commence your works may be longer depending on other planned works in the area and the traffic sensitivity of the site. The Highway Service can be contacted on Tel: 01432 261800.

- 15 It is an offence under Section 148 of the Highways Act 1980 to allow mud or other debris to be transmitted onto the public highway. The attention of the applicant is drawn to the need to keep the highway free from any mud or other material emanating from the application site or any works pertaining thereto

- 16 This planning permission is pursuant to a planning obligation under Section 106 of the Town and Country Planning Act 1990.

- 17 The applicant should be aware that to be an accredited country park - Natural England-Green Flag – there are some very specific and detailed criteria that must be delivered. Careful use of the term “country park” is requested to ensure there is no confusion or higher than reality expectations created. Criteria for accreditation can be found at <https://www.gov.uk/government/publications/accredited-country-parks-in-england>

- 18 The applicant is reminded that all natural planting should fully consider climate change and pest-pathogen resilience. To comply with the Highway Design Guide thorny and spikey species should not be planted adjacent or close to any public footpath, footway, cycleway or other highway feature

- 19 Prior to discharging condition 24, the applicant contacts us via floodrisk@herefordshire.gov.uk to discuss the ‘detailed design’ of the FEP so that further guidance can be provided

- 20 Consideration should be given to using the Active Design checklist in Sport England’s Active Design Guidance to assess reserved matters planning applications”

- 21 If you have any queries regarding the archaeological interest of the site or the requirements of the conditions relating to archaeological work, please contact HARC, Fir Tree Lane, Rotherwas, Hereford HR2 6LA (Tel: 01432 260470).

- 22 In regards to condition 35 Highways Improvement/off site works: the details shall be in general accordance with the submitted Informative Drawings: Hoarwithy Road Footway Drawing No. 07129-CI-A-SK08 PO3; Green Crize Crossing Drawing No. 07129-A-0060 P07; and Twyford Road Link Drawing No. 07129-CI-A-SK03 P10.**

The meeting ended at 11.45 am

Chairperson



Supplement to the agenda for

Planning and Regulatory Committee

Wednesday 3 June 2026

10.00 am

Conference Room 1 - Herefordshire Council, Plough Lane
Offices, Hereford, HR4 0LE

Schedule of updates

Public speakers

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PLANNING COMMITTEE

Date: 3 JUNE 2026

Schedule of Committee Updates/Additional Representations

Note: The following schedule represents a summary of the additional representations received following the publication of the agenda and received up to midday on the day before the Committee meeting where they raise new and relevant material planning considerations.

SCHEDULE OF COMMITTEE UPDATES

242558 - THE FIRST PHASE OF AN URBAN EXTENSION (KNOWN AS THE SOUTHERN URBAN EXPANSION IN THE HEREFORDSHIRE LOCAL PLAN CORE STRATEGY) COMPRISING UP TO 540 HOMES (USE CLASS C3); EMPLOYMENT LAND (USE CLASS B AND E), LOCAL CENTRE AND A COUNTRY PARK TOGETHER WITH SUPPORTING PUBLIC OPEN SPACE, AND ALL OTHER ASSOCIATED WORKS (E.G. DEMOLITION OF EXISTING INDUSTRIAL BUILDINGS, DRAINAGE, LANDSCAPING AND GROUND MODELLING). ALL MATTERS ARE RESERVED FOR FUTURE CONSIDERATION SAVE FOR 'ACCESS'. ONLY THE MEANS OF ACCESS INTO THE SITE IS SOUGHT ASPART OF THIS OUTLINE APPLICATION, NOT THE INTERNAL SITE ACCESS ARRANGEMENTS AT LAND TO THE SOUTH OF LOWER BULLINGHAM, WEST OF THE ROTHERWAS INDUSTRIAL ESTATE, NORTH OF THE ROTHERWAS, HEREFORD, HR2 6JW

For: Bloor Homes Western per Ms Tara Maizonnier, 3rd Floor, Regent House, 65 Rodney Road, Cheltenham, GL50 1HX

Three additional documents are attached for consideration as follows:

Appendix 1: Draft S106 Agreement and this has been published to the website

Appendix 2: All members of the planning committee and case officer were sent the attached Briefing Note by the applicant Bloor Homes (Nick Rawlings) by email on the 28 May 2026 17:05

Appendix 3: EIA Statement of Conformity

These documents are attached and have been published to the website.

We would also provide the following updates and points of clarification:

Points of Clarification

Whilst contained within their initial consultation response, this element of 'The Education Contribution' was subsequently removed by the Council's Education Team in their revised response– as confirmed by the Draft S106.

Also, at Paragraph 9.269 in the 'Planning Balance and Conclusion' to clarify this application was submitted 3rd October 2024 and declared valid on 24th October 2024 and as such BNG is mandatory as detailed in paragraph 9.110 – 9.111 of the committee report.

Draft Section 106 Agreement (Appendix 2)

The report details the requirements for the Section 106 agreement. A draft copy of the Section 106 agreement is now appended that conforms the heads of terms outlined in the report

EIA Statement of Conformity (Appendix 3)

Please find attached an Environmental Impact Assessment Statement of Conformity.

The application was supported by an ES which was produced in line with the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended) and assessed whether there would be any likely significant effects as a result of the Proposed Development.

This Statement of Conformity has been submitted in response to queries regarding the absence of the approved Southern Link Road ('SLR') scheme (now termed the Hereford Bypass Phase 1) within the list of potential cumulative schemes considered in the ES, as well as a query regarding the time lapse between ES baseline studies and the submission of the ES and the Lower Bullingham Phase 1 planning application.

The Statement confirms that the operational and construction effects arising from the SLR proposal are non-material in the context of the ES and do not alter the results or conclusions previously reached. It also confirms that the time elapsed since the ES baseline studies does not result in any changes to the results and conclusions reached in the ES. In particular this covers Ecology and Landscape.

Officers have reviewed the statement and would confirm their agreement with the conclusions of this statement that states:

It is concluded that the SLR scheme will have no material bearing upon the results and conclusions of the Transport ES Chapter, with the inclusion of the SLR only improving conditions on the local network from an operational perspective. Therefore, the EIA remains valid in this respect.

Furthermore, it is considered that the environmental information reported within the ES remains sufficiently current and robust to inform determination of the application and that no material changes have occurred which would alter the conclusions of the ES.

NO CHANGE TO RECOMMENDATION

Private & Confidential

Draft [] 2026

2793798/VJF01

Dated

2026

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (1)

TRACEY JAMES GOODWIN (2)
AND JULIA RUTH GOODWIN

AND

J.S. BLOOR (SWINDON) LIMITED (3)

AND

THE ROYAL BANK OF SCOTLAND PLC (4)

AND

IAN GOODWIN AND JAMES ANDREW JOHNSON (5)

**PLANNING OBLIGATION BY AGREEMENT
PURSUANT TO SECTION 106**

**relating to
Land to the south of Lower Bullingham west of
the Rotherwas Industrial Estate north of the
Rotherwas Hereford HR2 6JW**



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THIS DEED is made

2025

BETWEEN

- (1) **THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL** of Plough Lane Offices, Plough Lane, Hereford HR4 0LE ("**Council**");
- (2) **TRACEY JAMES GOODWIN and JULIA RUTH GOODWIN** of Watery Lane Farm, Lower Bullingham, Hereford HR2 6ER ("**First Owner**");
- (3) **J.S. BLOOR (SWINDON) LIMITED** (Company Registration No. 02300003) whose registered office is situated at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP ("**Second Owner**") and
- (4) **THE ROYAL BANK OF SCOTLAND PLC** incorporated and registered in Scotland with company number SC083026 whose registered office is at 36 St Andrews Square, Edinburgh, EH2 2YB ("**Lender**").
- (5) **IAN GOODWIN AND JAMES ANDREW JOHNSON []** ("**Chargee**")

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority for the area within which the Site is situated and the party who is entitled to enforce the obligations contained in this Deed.
- (B) The First Owner is the freehold registered owner of part of the Site under title HE26562 at HM Land Registry.
- (C) The Second Owner is the freehold registered owner of part of the Site under title HE8096 at HM Land Registry subject to the charge in favour of the Lender and dated 26 July 2018.
- (D) The Lender has a registered charge dated 28 May 2009 over the Site registered with the Land Registry under title number HE8096.
- (E) The Chargee has a registered charge dated 15 March 2004 over the Site registered with the Land Registry under title number HE26562
- (F) The Second Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- (G) The Council is minded to grant Planning Permission subject to conditions and the prior completion of this Deed.
- (H) The Council has considered the provisions of the development plan and taken into account material planning considerations affecting the site and considers that in the interests of the proper planning of its area the Development of the Site ought to be only permitted subject to the terms of this Deed and for that purpose the parties are expressly willing to enter into this Deed.
- (I) The First Owner and Second Owner have agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed and that they may be enforced by the Council against the First Owner and the Second Owner and their respective successors in title.
- (J) This Deed is made pursuant to Section 106 of the Act, section 111 of the Local Government Act 1972 as amended, section 1 of the Localism Act 2011 as amended and all other enabling powers and enactments which may be relevant for the purposes of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Site.

THIS DEED WITNESSES AS FOLLOWS:**OPERATIVE PROVISIONS****1 INTERPRETATION**

- 1.1 For the purposes of the recitals and the covenants in the Agreement, in this Deed the following words and expressions have the following meanings:

Act	the Town and Country Planning Act 1990 (as amended);
Affordable Housing	housing provided to eligible households whose needs are not met by the Open Market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should remain at an affordable price for future eligible households or the subsidy recycled for alternative Affordable Housing provision. The descriptions of all types of Affordable Housing in Herefordshire are contained in the Technical Data;
Affordable Housing Mix	the tenure mix of Affordable Housing to be provided within the Development consisting of: (a) 67.7% Social Rented Units; and (b) 32.3% Intermediate Units; as set out at Annex 3 to this Deed (indicatively for the provision of 189 Affordable Housing Units) or such other mix as may be agreed with the Council;
Affordable Housing Units	(unless otherwise agreed in writing by the Council) 35% of the residential units and ancillary areas comprised within the Development and intended for occupation comprising any of Social Rented Units, Shared Ownership Units, and Discount Market Sale Units in accordance with the Affordable Housing Mix; and "Affordable Housing Unit" means any one of the said dwellings;
Affordable Housing Scheme	a written scheme approved by the Council as part of a Reserved Matters Application for the associated Reserved Matters Area or the written approval of the Council identifying the location, number of bedrooms, mix and tenure of each Affordable Housing Unit (to include Wheelchair Accessible Units) in the Reserved Matters Area (unless otherwise agreed in writing with the Council) and any updated scheme approved by the Council;
Biodiversity Gain Plan	plans and documents approved by the Council for the delivery of Biodiversity Net Gain in respect of the Development pursuant the Planning Permission;

Biodiversity Gain Sites Register	the register published by DEFRA containing details about registered biodiversity gain sites including which planning permission it has been allocated to;
Biodiversity Metric	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value of habitat or habitat creation and enhancement for the purposes of Biodiversity Net Gain;
Biodiversity Net Gain	means that the Development leaves biodiversity in a better state than before it took place and an approach where the Owner shall work with local authorities, wildlife groups and other stakeholders to support their priorities for nature conservation to ensure a net increase in biodiversity shall be provided to mitigate the adverse effects arising from the Development whereby specific, quantifiable outcome of project activities that deliver demonstrable benefits for biodiversity compared to the baseline situation including but not limited to any arrangements to ensure protected species and existing habitats are conserved and enhanced and any landscaping arrangements maintenance arrangements and arrangements for permitting access and use to be provided in accordance with the provisions of Schedule 7 to this Deed;
BNG Unit	the quantum of biodiversity as measured by the Biodiversity Metric;
BNG Completion Date	the date confirmed in the Certificate of Completion as the date the Habitat Creation and Enhancement Works detailed in the Biodiversity Gain Plan were completed and from which date the Habitat Creation and Enhancement Works shall be maintained and monitored in accordance with the Biodiversity Gain Plan for a period of 30 (thirty) years;
Breach Notice	a notice served on the Owner by the Council pursuant to this Schedule and paragraph 1 of Part 2 of 0 of this Deed in relation to on-site BNG;
Bus Service Contribution	the sum of One Hundred Thousand Pounds (£100,000) which is to form part of the Standard SPD Transport Contribution;
Certificate of Completion	a written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council on the Completion Date issued (or deemed to have been issued) by the Council;
Chargee	any legal person exercising a power of sale in respect of a mortgage or charge and shall include mortgagee or chargee (or any receiver (including 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 an administrator (each a Receiver)) exercising a power of sale in respect of the whole or any part of the Dwelling or any persons or bodies deriving title through such mortgagee or chargee or receiver;
Commencement Date	the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: site clearance; demolition work; environmental site investigations; archaeological investigations; site survey works; investigations for the purpose of assessing ground conditions, preparatory and remedial work in respect of any decontamination or other adverse ground conditions; erection of any temporary means of enclosure and the temporary display of site notices or advertisements; the words "Commence", "Commenced" "Commencement" shall be construed accordingly;
Commencement Notice	a written notice to be in the form set out in Schedule 5 to be served by the Owner on the Council;
Conservation Covenant	means an agreement between a landowner and a Responsible Body pursuant to the Environment Act 2021 to secure the Biodiversity Net Gain;
Contributions	together the: a) Healthcare Contribution; b) Outdoor Sports Contribution; c) Education Contribution; d) Recycling and Waste Contribution; e) Libraries Contribution f) Hospital Contribution g) Off-Site Active Travel Contribution

	h) Standard Transport SPD Contribution
County	the county of Herefordshire;
Credit	the running balance of the Bus Service Contribution;
DEFRA	means the Department for Environment, Food & Rural Affairs;
Development	the development of the Site as authorised by the Planning Permission for an urban extension (known as the Southern Urban Expansion in the Herefordshire Local Plan Core Strategy) comprising up to 540 homes (Use Class C3); employment land (Use Class B and E), local centre and a country park together with supporting public open space, and all other associated works (e.g., drainage, landscaping and ground modelling).;
Development Standards	means a standard to fully comply with the following: (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (b) All national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings);
Discount Market Sale Units	housing sold to a Qualifying Purchaser in need of affordable housing at a discount of 30% below the Open Market Value;
Dwelling	any residential unit constructed on the Site pursuant to the Planning Permission;
Education Contribution	the total sum of £2,536,396 (Two Million Five Hundred and Thirty Six Thousand Three Hundred and Ninety Six Pounds) comprised of the, Pre-School Contribution

	Primary Education Contribution
	Post-16 Contribution
	Youth Contribution; and
	Special Education Needs and Additional Provision Contribution
	all index-linked in accordance with clause 17 of this Deed;
Excess BNG Unit	means any BNG Unit created under the Biodiversity Gain Plan which are not required to satisfy the Biodiversity Net Gain;
Excess BNG Unit Agreement	means an agreement between the Owner and the Council which secures any Excess BNG Units onto the Biodiversity Gain Sites Register;
Force Majeure	means any event or circumstance beyond the reasonable control of the affected party which prevents or materially delays performance under this Agreement and which could not reasonably have been prevented or mitigated.
Habitat Creation and Enhancement Works	means the on-site habitat creation and enhancement works set out and defined in the HMMP (excluding any management, maintenance and monitoring activities specified in the HMMP);
Habitat Management and Monitoring Plan or HMMP	means a document and spatial plan that details how the Habitat Creation and Enhancement Works will be managed over at least 30 years to: • create and enhance habitats for Biodiversity Net Gain; and • manage maintain and monitor the Biodiversity Net Gain; to be provided in accordance with the Planning Permission and this Schedule of this Deed;
Healthcare Contribution	the sum of Three Hundred and Fifty Five Thousand Two Hundred Pounds (£355,200) which is intended to provide new and additional premises or infrastructure, extension(s) to existing premises or improved digital infrastructure and telehealth facilities at South and West Herefordshire Primary Care Network, the Hereford City WBC and Hereford Medical Group Primary Care Network;
Highway Land	land comprised in a highway maintainable at the public expense and over which the public has a right to pass and repass, including footways, verges and structures over which the highway passes;

Home Point	the agency or body (or any successor agency or body) that on behalf of the Council holds the common housing register and operates a choice based lettings system (or any subsequent lettings system) through which Affordable Housing in the administrative area of the Council is advertised;
Hospital Contribution	the sum of Four Hundred and Sixteen Thousand Seven Hundred and Forty Eight Pounds and Forty Eight Pence (£416,748.48) which is intended to provide additional capacity, equipment, facilities and/or infrastructure at Hereford County Hospital;
Index Linked	the increase as calculated in accordance with clause 17 of this Deed;
Interest	interest at 4.5% above the base lending rate of National Westminster Bank PLC from time to time;
Intermediate Unit	a Shared Ownership Unit or a Discount Market Sale Unit, or other affordable routes to home ownership' categories of Affordable Housing in the definition of affordable housing in Annex 2 of the National Planning Policy Framework (December 2024);
Libraries Contribution	means a financial contribution to be calculated in respect of each Reserved Matters Area as follows: £146.00 (One Hundred and Forty Six Pounds) for each 2 bedroom Open Market Unit; and £198.00 (One Hundred and Ninety Eight Pounds) for each 3 bedroom Open Market Unit; and £241.00 (Two Hundred and Forty One Pounds) for each 4 or more bedroom Open Market Unit to provide a new library facility at Hereford Shire Hall required as a consequence of the Development all index-linked in accordance with clause 17 of this Deed
Local Connection	having a connection to one of the parishes specified because that person: is or in the past was normally resident there (having resided in one of the parishes in the County of Herefordshire for 6 out of the last 12 months or 3 out of the last five years); or is employed there (in the employ of another (or a formal offer of such employment) not being of a casual nature but shall not exclude part-time employment of 16 hours or more per week or self-employment); or has a family association there (where a person or a member of his household has parents, adult children, brothers or sisters, step-parents, grandparents, grandchildren, aunts or uncles or such other person

as defined in the Housing Act 1996 or such other successor legislation as amended currently residing in one of the parishes of the County of Herefordshire and who have been resident for a period of at least five years and that person indicates a wish to be near them); or

a proven need to give support to or receive support from family members (need to provide or receive personal and physical care to enable a person or a family member to live independently in the community and includes people who are in need of such support but are not normally resident but have long standing links with the local community); or

because of special circumstances (this shall not normally apply but special circumstances amount to circumstances which in the view of the Council may give rise to a Local Connection);

Management Company

a body with a registered office in England or Wales that is nominated or established by the Owner in accordance with the Management Company Plan for the acquisition and long term management and maintenance of the Open Space Facilities in accordance with the provisions of Schedule 3 such body to be adequately self-funded or will be funded through on-going arrangement or through local arrangements the details of which are to be provided to the Council for approval in writing (such approval not to be unreasonably withheld or delayed);

Management Company Plan

(unless otherwise agreed with the Council in writing) a written scheme demonstrating the way in which:

(i) the future management and maintenance requirements for the Open Space Facilities have been identified and how an ongoing maintenance regime (including but not limited to task timing and frequency of the operations for all the features of the Open Space Facilities) specifically fulfils the Management Company objective;

(ii) the Management Company is or will be set up and maintained in order to fulfil its ongoing obligations and functions in relation to the Open Space Facilities as set out in Schedule 3 including:

its objects (to be reflected in the memorandum and articles of association);

governance of the Management Company including how it is or will be incorporated;

how key appointments will be made and renewed (the Owner may be appointed as Managing Director during the development period);

how shares in the Management Company will be issued and to whom and when;

how professional appointments will be made and funded including the company secretary;

how and when meetings will be convened;

how monies will be paid into it by way of service charges pursuant to the terms of this Deed and details of how sufficient funds will be maintained for any emergency or replacement works to the Open Space Facilities and

how assets of the Management Company will be safeguarded for use only for the purpose of the long term management and maintenance of the Open Space Facilities and for no other purpose;

Marketing Plan

a written scheme detailing the strategy for the disposal of Discount Market Sale Units such scheme to be approved in writing by the Council (such approval not to be unreasonably withheld or delayed);

"Monitoring Report"

means the monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan;

Occupation

occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and "**Occupied**" "**Occupy**" and "**Occupier**" shall be construed accordingly;

Off Site Active Travel Contribution

the sum of Two Million Six Hundred and Fifty Five Thousand Seven Hundred and Fifty Eight Pounds and Five Pence (£2,655,758.05) comprising transport infrastructure projects arising from the councils Local Transport Plan and the Local Cycling, Walking and Wheeling Infrastructure Plan or such subsequent successor council transport plan;

Open Market

the open market for the sale or letting of housing by a person or body other than:

a local housing authority;

a Registered Provider; or

any other person or body offering housing accommodation to the public at less than the prevailing market sale/rent price;

Open Market Units

those Dwellings in the Development that are not Affordable Housing Units and which are intended for

	sale or letting on the Open Market and " Open Market Unit " shall mean any one of such units;
Open Market Value and Open Market Valuation	the price at which a sale of the freehold interest or long leasehold interest (which here means a leasehold interest of not less than 99 years at a premium and a peppercorn rent) in a relevant Discount Market Sale Unit would fetch if sold on the Open Market by a willing vendor and disregarding the restrictions and obligations contained in this Deed and approved by the Council;
Open Space Facilities	the area within the Development the extent of which is shown indicatively as Public Open Space and the Country Park on Plan 2 to include: 4.01hectares (37,570 sqm) of on-site green infrastructure comprising: 3.7 hectares (37,260 sqm) of accessible green space; and 0.31 hectares (310 sqm) of children's and teenager's play.
Open Space Facilities Plan	(unless otherwise agreed with the Council in writing) a written scheme demonstrating the way in which the future management and maintenance requirements for the Open Space Facilities have been identified and how an ongoing maintenance regime (including but not limited to task timing and frequency of the operations for all the features of the Open Space Facilities) specially fulfils the Management Company objectives;
Operator	an operator of a commercial/employment unit constructed on the Site pursuant to the Planning Permission;
Outdoor Sports Contribution	the sum of One Thousand Two Hundred and Ninety Seven Pounds (£1,297) Index Linked per Open Market Unit in each Reserved Matters Area towards the Outdoor Sports Facilities;
Outdoor Sports Facilities	facilities in accordance with the Herefordshire Playing Pitch and Outdoor Sports Strategy and Action Plan February 2023 as amended from time to time
Owner	together the First Owner and the Second Owner and " Owners " shall be construed accordingly;
Parish	the parish of Lower Bullingham;
Phase Wide Open Space Scheme	means a plan and/or scheme showing or describing how the Open Space Facilities required to be provided as part of the relevant Reserved Matters Area are to be provided and which shall set out a timetable for the delivery of the Open Space Facilities, which shall be linked to the delivery of Dwellings within that Reserved

	Matters Area and which may be amended from time to time with the approval of the Council;
Plan 1	the plan annexed at Annex 1 indicatively showing the Site with drawing reference number BL-M-12G, Revision N (as may be updated, amended or replaced from time to time);
Plan 2	the Green Infrastructure Parameter Plan annexed at Annex 2;
Planning Application	the application for planning permission under the Planning Reference and validated by the Council on 24 th October 2024, for planning permission for the outline permission for the Development;
Planning Obligations Manager	the Council employee who manages, implements and monitors Section 106 agreements;
Planning Permission	the planning permission under the Planning Reference subject to conditions which may be granted in respect of the Planning Application;
Planning Reference	planning reference P242558/O;
Post-16 Contribution	the sum of £48,438 (Forty Eight Thousand Four Hundred and Thirty Eight Pounds) towards the South Hereford Post 16 Provision required as a consequence of the Development;
Practical Completion	the stage reached when the construction of the Affordable Housing Unit is sufficiently complete that, where necessary a certificate of practical completion can be issued and it can be Occupied;
Pre-School Contribution	the sum of £207,020 (Two Hundred and Seven Thousand and Twenty Pounds) towards settings providing early education and childcare for children aged 0 to 5 serving the South Hereford City area;
Primary Education Contribution	the sum of £1,546,506 (One Million Five Hundred and Forty Six Thousand Five Hundred and Six Pounds) towards the Primary Education Facilities
Primary Education Facilities	means education facilities at South Hereford Early Years, St Martin's Primary School, Our Lady's RC Primary School, new primary school for South Hereford South Hereford Youth
Qualifying Purchaser	a person who has demonstrated both at the time of application and at the time contracts are exchanged to purchase a Discount Market Sale Unit to the Council's satisfaction that he is: at least 18 years old;

	a member of a household having an annual income of less than £40,000 as a sole income and £80,000 as joint (or such other figure as the Council may agree); purchasing the Dwelling for occupation as sole main residence; unable to afford to buy a home suitable for their housing needs on the Open Market; able to demonstrate a good credit history (i.e. no bad debts or County Court Judgments) and able to afford the regular payments and costs involved in buying a Discount Market Sale Unit; and able to secure a mortgage and have sufficient deposit to purchase or otherwise be able to demonstrate ability to purchase;
Reasonable Endeavours	that the party under the obligation shall not be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject hereto such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable;
Recycling and Waste Contribution	a sum of eighty pounds (£80.00) (Index Linked) per Dwelling in respect of each Reserved Matters Area;
Recycling Facilities	one waste collection bin and one recycling collection bin to be provided for each Dwelling;
Registered Provider	a registered provider of Affordable Housing under Part 2 of the Housing and Regeneration Act 2008 being a preferred development partner listed (or intended for listing) in the Council's 'provision of affordable housing technical data' which supports the supplementary planning document Planning Obligations April 2008 (or any subsequent or updated document), or any such other Registered Provider as may previously be agreed with the Council in writing such agreement not to be unreasonably withheld;
Reserved Matters Application	an application for approval of one or more matters reserved for approval by the Planning Permission;
Reserved Matters Approval	approval of a Reserved Matters Application;
Reserved Matters Area	means the part of the Site covered by a Reserved Matters Application or Reserved Matters Approval as appropriate;
Residential Development	the part of the Development comprising of the development of Dwellings pursuant to the Planning Permission and "Dwelling" means any one of them;

Residential Reserved Matters Area	means the part of the Site covered by a Reserved Matters Application or Reserved Matters Approval as appropriate containing Open Market Units;
Responsible Body	means the organisation or designated responsible bodies able to enter into conservation covenant agreements that are registered with DEFRA from time to time (or such other organisation that the Council may agree in writing as being suitable to enter into a conservation covenant.
RICS Community Infrastructure Levy (CIL) Index	the RICS Community Infrastructure Levy (CIL) Index published by the Royal Institution of Chartered Surveyors and calculated on the basis of the arithmetic mean of the BCIS Tender Price Index (TPI) prior to the fourth quarter each year as calculated by the BCIS in the October of that year;
Secondary Parish	the parish of Hereford City
Shared Ownership	ownership under the terms of a lease by which a lessee may (acquire a share or shares of the equity in an Affordable Housing Unit from the Registered Provider who retains the remainder and may charge a rent and "Shared Ownership Unit" means any Affordable Housing Unit designated for Shared Ownership;
Site	the land at Watery Lane Farm and Manor Farm, Lower Bullingham, Hereford edged red on Plan 1 against which this Deed may be enforced and registered at HM Land Registry under title numbers HE26562 and HE8096;
Social Rented Housing	housing owned by local authorities or Registered Providers for which guideline target rents are determined through the national rent regime and may also be owned by other persons and provided under equivalent rental arrangements to the above as agreed with the Council or with Homes England (or successor agency or body) and " Social Rented Unit " means any Affordable Housing Unit designated for Social Rented Housing;
South Hereford Post 16 Provision	provision of education and training for young people aged 16 to 19 (or up to 25 with Special Educational Needs) serving the South Hereford City area;
Special Education Needs and Additional Provision Contribution	the sum of £262,057 (Two Hundred and Sixty Two Thousand and Fifty Seven Pounds) to provide Special Educational Needs and Alternative Provision] required as a consequence of the Development
Standard Transport SPD Contribution	means a financial contribution to be calculated in respect of each Reserved Matters Area as follows: One Thousand Seven Hundred and Twenty Pounds (£1,720) for each 2 bedroom Open Market Unit; and

Two Thousand Five Hundred and Eighty Pounds (£2,580) for each 3 bedroom Open Market Unit;

Three Thousand Four Hundred and Forty Pounds (£3,440) for each 4 bedroom Open Market Unit; and

Four Thousand Three Hundred Pounds (£4,300) for each 5 bedroom Open Market Unit;

within the relevant Reserved Matters Area to provide the requisite active travel measures required to mitigate the consequences of the Development all index-linked in accordance with clause 17 of this Deed

Supplementary Planning Document

means the Supplementary Planning Document dated 1 April 2008 which is the Council's guidance for planning obligations in Herefordshire, for all those involved in the submission and determination of planning applications;

Technical Data

the data updated annually by the Council entitled 'Provision of Affordable Housing Technical Data to Support the Affordable Housing Supplementary Planning Document June 2021 (or any technical data published by the Council in support of any replacement planning policy document);

VAT

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

Wheelchair Accessible Unit

means the Affordable Housing Units provided and built to comply with Wheelchair Standards (Category 2 and Category 3);

Wheelchair Standards Category 2

means the standard set out in the optional requirement to dwellings M4(2) Category 2: Accessible and adaptable dwelling of Part M (access to and use of buildings) Building Regulations 2010 (as amended) (or subsequent revision or replacement standard current at the time the Owners submission of the relevant building regulations application provided it requires the same or comparative level of provision);

Wheelchair Standards Category 3

means the standard set out in the optional requirement to dwellings M4(3) Category 3: Wheelchair User Dwellings of Part M (access to and use of buildings) Building Regulations 2010 (as amended) (or subsequent revision or replacement standard current at the time the Owners submission of the relevant building regulations application provided it requires the same or comparative level of provision);

Working Day(s)

Mondays to Fridays (excluding days that in England are public holidays) inclusive.

Youth Contribution

the sum of £472,376 (Four Hundred and Seventy Two Thousand Three Hundred and Seventy Six Pounds) to provide [South Hereford Youth Provision] required as a consequence of the Development

1.2 In this Deed:

- (a) the clause headings in this Deed are for convenience only and do not affect its interpretation;
- (b) unless otherwise indicated references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule:
 - (i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and
 - (ii) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision whether before or after the date of this Deed;
- (c) the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- (d) where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council; that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- (e) references to the Site include any part of it;
- (f) references to any party in this Deed include the successors in title of that party and assigns and any person deriving title through or under that party. In addition, references to the Council include any successor to its functions as local planning authority exercising planning powers under the Act;
- (g) "including" means "including, without limitation";
- (h) any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- (i) where two or more people form a party to this Deed the obligations of that party will be joint and several and may be enforced against them all jointly or against each of them individually;
- (j) if any provision of this Deed is held by a Court of competent jurisdiction to be illegal unlawful invalid or unenforceable then to the extent possible the offending provision(s) will be severed from the Deed and the legality lawfulness validity and enforceability of the remainder of the Deed shall be unaffected and continue in full force and effect;
- (k) words importing the singular shall include the plural and vice versa;
- (l) words importing 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;

- 1.3 Without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;
- 1.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 as amended, by any person not a party to it and the terms of this Deed may be varied by a deed agreed between the parties without the consent of any third party being required;
- 1.5 No party 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 or the part of the Site in respect of which such breach occurs but without prejudice to liability for any breaches of this Deed occurring before parting with such interests. Neither the reservations of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 1.5;
- 1.6 This Deed shall not be enforceable against a statutory undertaker, service company, or any other entity to whom any part of the Site may be transferred, let or otherwise disposed of for the provision of service media, electricity sub-stations, pumping stations, gas governor stations or similar matters, after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker service company, or other such entity;
- 1.7 No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default; and
- 1.8 Entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required.

2 EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to Section 106 of the 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 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 of the Local Government Act 2000, section 1 Localism Act 2011 and all other enabling powers, with the intent to bind the Owners and successors in title.
- 2.3 The covenants, restrictions and requirements of the Owners contained in this Deed are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owners with the intention that they bind the interests held by them in the Site and their respective successors and assigns.
- 2.4 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.5 This Deed will be registered as a local land charge by the Council.
- 2.6 If the Council agrees following an application under section 73 of the Act or Section 73B (when it comes into force) to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal

terms to the new planning permission unless the Council in determining the application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 or 73B application when a separate deed under Section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

3 LENDER'S AND CHARGEES CONSENT

- 3.1 The Lender and Chargee consents to the completion of this Deed and declares that their interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of their interest in the Site.
- 3.2 The Lender and Chargee shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Lender and/or Chargee is in possession of all or any part of the Site.

4 MISCELLANEOUS

- 4.1 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, whether or not pursuant to an appeal.
- 4.2 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.3 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

5 CONDITIONALITY

- 5.1 This obligations in this Deed are conditional upon:
- (a) the grant of the Planning Permission; and
 - (b) the Commencement of Development,
- save for the provisions of clauses 1-4, 8-14, 15 and 17-19] which shall come into effect immediately upon completion of this Deed

6 OBLIGATIONS OF THE OWNERS

The Owners covenant with the Council as set out in Schedule 1, Schedule 2 and Schedule 3 of this Deed.

7 OBLIGATIONS OF THE COUNCIL

The Council covenants with the Owner as set out in Schedule 4 of this Deed.

8 GENERAL EXCLUSIONS

- 8.1 The covenants and obligations in this Agreement shall not be enforceable against:
- (a) any statutory undertaker whose interest in the Site derives from having equipment necessary to carry out their undertaking on the Site or on adjoining land;

- (b) any future mortgagee of the Site (or any part thereof) other than in relation to any breach that the mortgagee itself has caused whilst mortgagee in possession and such mortgagee shall not be liable for any pre-existing breach but FOR THE AVOIDANCE OF DOUBT any successor in title to the mortgagee will be responsible as successor in title to the Owner for (i) any obligation(s) still to be performed and (ii) any obligation(s) which has not been satisfied in full because there has been a breach which has not been remedied or only partially remedied;
- (c) subject to Schedule 2 and 3 of this Deed, any owner-occupiers or tenants or their mortgagees of the Dwellings constructed pursuant to the Planning Permission and purchased and occupied as private dwellings nor against those deriving title from them; and
- (d) any owner-occupiers or tenants or their mortgagees of completed commercial units constructed pursuant to the Planning Permission and purchased and occupied as commercial units nor against those deriving title from them.

9 TERMINATION OF THIS DEED

9.1 This Deed will cease to have effect (insofar only as it has not already been complied with) if:

- (a) the Planning Permission is quashed, revoked or otherwise withdrawn prior to the Commencement Date so as to render this Deed or any part of it irrelevant, impractical or unviable or;
- (b) the Planning Permission expires prior to the Commencement Date.

9.2 The Council shall upon receipt of a written request by the Owners and without unreasonable delay at any time after this Deed has come to an end under clause 9.1 or the obligations contained in the Schedules hereto have been discharged issue written confirmation thereof and note all related entries in the Register of Local Land Charges provided that the Owner has adequately set out the basis for making such a request.

9.3 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

- (a) until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development (where relevant) PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings;
- (b) if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission it is accepted by the Owner and the Council that this Deed will cease to have any further effect; and
- (c) if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.

9.4 Wherever in this Deed reference is made to a date on which legal proceedings or challenge in relation to the Planning Permission are concluded or resolved (or cognate expressions are used), the following provisions will apply:

- (a) proceedings by way of judicial review are concluded

- (i) when permission to apply for judicial review has been refused and no further application can be made;
 - (ii) when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
 - (iii) or when any appeal(s) is or are finally determined.
- (b) proceedings under Section 288 of the 1990 Act are concluded:
- (i) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - (ii) when any appeal(s) is or are finally determined.

10 NOTICES

- 10.1 A notice under this Deed is valid only if it is given by hand or sent by recorded delivery and it is served at the address shown in this Deed for the receiving party or at any address specified in a notice given by that party to the other parties.
- 10.2 A notice sent to the Council in relation to any matters arising from this Deed shall be addressed to the Planning Obligations Manager Development Management Team, Herefordshire Council, Plough Lane, Hereford, HR4 0LE quoting the Planning Reference.
- 10.3 A notice if delivered by hand, it to be treated as served on signature of a delivery receipt or at the time the notice or document is left at the address provided that, if delivery occurs:
- (a) before 09:00 hours on a Working Day, the notice will be deemed to have been received at 09:00 hours on that day; and
 - (b) if delivery occurs after 17:00 hours on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 09:00 hours on the next Working Day; or
 - (c) sent by recorded delivery is to be treated as served on the second working day after posting if sent by first class post or on the third working day after posting if sent by second class post;

11 CHANGE IN OWNERSHIP

- 11.1 At the time of execution of this Deed, the Owners and the Council warrants that no person other than the Owners, the Lender and the Chargee has any legal or equitable interest in the Site.
- 11.2 The Owners agree to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company address or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan provided that this clause 11 shall not apply in respect of the disposal of any individual Dwelling or Dwellings.

12 ENFORCEMENT

- 12.1 This Deed is to be governed by and interpreted in accordance with the law of England;

- 12.2 The Courts of England are to have jurisdiction in relation to any disputes between the parties out of or related to this Deed. This clause operates for the benefit of the Council who retains the right to sue the Owner and enforce any judgment against the Owner in the courts of any competent jurisdiction.

13 DISPUTE

Any dispute or disputes between any of the parties to this Deed arising out of the provisions of this Deed (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Deed) shall be referred to a single arbitrator to be agreed between the parties or in default of agreement on the application of any party by the President of the Royal Institute of Chartered Surveyors in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment for the time-being in force.

14 COUNCIL'S COSTS

- 14.1 The Second Owner covenants and agrees with the Council that prior to completion of this Deed the Second Owner shall pay to the Council its reasonable and proper legal costs in connection with the preparation of this Deed, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Deed; and
- 14.2 The Second Owner covenants and agrees with the Council that prior to Commencement to pay to the Council the Council's reasonable Planning Obligations Manager monitoring costs in the sum of 2% of the total Contribution.

15 LATE PAYMENT

Without prejudice to the Council's rights to enforce any breaches of this Deed (including by way of injunction) if any sum due to the Council from the Owners under this Deed is not paid on or before the date upon which it is due then Interest shall be payable from the due date of payment until the actual date of payment.

16 COMMUNITY INFRASTRUCTURE LEVY

The terms of this Deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development.

17 INDEXATION OF CONTRIBUTIONS

The Owner covenants and agree with the Council that the Contributions payable in accordance with the obligations contained in paragraph 2 of Schedule 1 to this Deed shall be uplifted by reference to:

- 17.1 any increase in the RICS Community Infrastructure Levy (CIL) Index occurring between the date of its publication prior to the date of this Deed and the date that such sum is actually paid to the Council; or
- 17.2 an equivalent index that the Council may at their discretion select in the event that the RICS Community Infrastructure Levy (CIL) Index shall cease to be published before such sums are paid.

18 VAT

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

- 18.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

19 RIGHT OF ACCESS

Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Deed has been performed or observed.

20 RESERVATIONS

For the avoidance of doubt, nothing in this Deed shall prevent the Council from exercising any of its statutory powers or functions in relation to the development of the Site.

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

SCHEDULE 1

CONTRIBUTIONS

The Owner hereby covenants as follows:

1 NOTICE OF COMMENCEMENT

- 1.1 not less than five Working Days prior to Commencement Date to serve the Commencement Notice on the Council;
- 1.2 not to permit or cause or allow the Commencement of Development until the Commencement Notice has been served upon the Council.

2 HEALTHCARE CONTRIBUTION

- 2.1 To pay to the Council the Healthcare Contribution in the following instalments
 - (a) 50% prior to the Commencement of the Development.
 - (b) the balance prior to first Occupation of the Development.
- 2.2 Not to:
 - (a) Commence the Development unless and until it has paid 50% of the Healthcare Contribution;
 - (b) Occupy the first Dwelling unless and until it has paid the entirety of the Healthcare Contribution

3 HOSPITAL CONTRIBUTION

- 3.1 To pay to the Council the Hospital Contribution in the following instalments
 - (a) 50% prior to the Commencement of the Development.
 - (b) the balance prior to first Occupation of the Development.
- 3.2 Not to:
 - (a) Commence the Development unless and until it has paid 50% of the Hospital Contribution.
 - (b) Occupy the first Dwelling unless and until it has paid the entirety of the Hospital Contribution.

4 OUTDOOR SPORTS CONTRIBUTION

- 4.1 To pay to the Council the Outdoor Sports Contribution for each Reserved Matters Area in the following instalments:
 - (a) 50% prior to the Commencement of development of the Reserved Matters Area;

- (b) the balance prior to the Occupation of the Open Market Units in that Reserved Matters Area.

4.2 Not to:

- (a) Commence the development of the Reserved Matters Area unless and until it has paid 50% of the Outdoor Sports Contribution in relation to that Phase;
- (b) Occupy more than 50% of the Open Market Units in a Phase unless and until it has paid the entirety of the Outdoor Sports Contribution in relation to that Phase.

5 EDUCATION CONTRIBUTION

5.1 pay the Education Contribution for each Residential Reserved Matters Area to the Council in the following instalments:

- (a) The sum of £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) prior to the Commencement of development of the first Residential Reserved Matters Area; and
- (b) the sum of £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) prior to the Occupation of more than 50% of the Open Market Units within the first Residential Reserved Matters Area.
- (c) The sum of £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) prior to the Commencement of development of the second Residential Reserved Matters Area; and
- (d) the sum of £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) prior to the Occupation of more than 50% of the Open Market Units within the second Residential Reserved Matters Area .
- (e) The sum of £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) prior to the Commencement of development of the final Residential Reserved Matters Area; and
- (f) the sum of £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) prior to the Occupation of more than 50% of the Open Market Units within the final Residential Reserved Matters Area.

5.1 Not to:

- (a) Commence the development of the first Residential Reserved Matters Area unless and until it has paid £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) of the Education Contribution in accordance with clause 5.1(a).
- (b) Occupy more than 50% of the Open Market Units in the first Residential Reserved Matters Area unless and until it has paid £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) of the Education Contribution in accordance with clause 5.1(b).
- (c) Commence the development of the second Residential Reserved Matters Area unless and until it has paid £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) of the Education Contribution in accordance with clause 5.1(c).

- (d) Occupy more than 50% of the Open Market Units in the second Residential Reserved Matters Area unless and until it has paid £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) of the Education Contribution in accordance with clause 5.1(d).
- (e) Commence the development of the final Residential Reserved Matters Area unless and until it has paid £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) of the Education Contribution in accordance with clause 5.1(e);
- (f) Occupy more than 50% of the Open Market Units in a Residential Reserved Matters Area unless and until it has paid £422,732.66 (Four Hundred and Twenty Two Thousand Seven Hundred and Thirty Two Pounds and Sixty Six Pence) of the Education Contribution in accordance with clause 5.1(f).

6 OFF SITE ACTIVE TRAVEL CONTRIBUTION

- 6.1 To pay the sum of Four Hundred and Fifty Nine Thousand, Three Hundred and Forty One Pounds and Sixty Three Pence (£459,341.63) prior to Occupation of the 51st Dwelling.
- 6.2 To pay the sum of Eight Hundred and Ninety Three Thousand Five Hundred and Ninety Three Pounds and Ninety Six Pence (£893,593.96) prior to Occupation of the 101st Dwelling.
- 6.3 To pay the sum of One million, Three Hundred and Two Thousand, Eight Hundred and Twenty Two pounds and Forty Six Pence (£1,302,822.46) prior to the Occupation of the 271st Dwelling.

7 BUS SERVICE CONTRIBUTION AND STANDARD TRANSPORT SPD CONTRIBUTION

- 7.1 The Owner shall pay the Bus Service Contribution to the Council prior to the first Occupation of first Open Market Unit the Development.
- 7.2 Each Standard Transport SPD Contribution shall be reduced, on a pound-for-pound basis, by application of the balance of the Credit, which shall have a starting value equal to the Bus Service Contribution, until the Credit has been fully exhausted. The Credit shall be applied automatically and sequentially against Standard Transport SPD Contributions as and when they would otherwise fall due, until the aggregate amount so credited equals the Bus Service Contribution. For the avoidance of doubt, once the aggregate amount of Standard Transport SPD Contributions that would otherwise have fallen due equals the value of the Credit, any further Standard Transport SPD Contributions shall be payable in full.
- 7.3 Subject to paragraph 6.2, to pay to the Council the Standard Transport SPD Contribution for each Reserved Matters Area in the following instalments:
 - (a) 50% prior to the Commencement of development of that Reserved Matters Area;
 - (b) the balance prior to the Occupation of 50% of the Open Market Units in that Reserved Matters Area.

8 LIBRARIES CONTRIBUTION

- 8.1 To pay to the Council the Libraries Contribution for each Reserved Matters Area prior to the Occupation of 50% of the Open Markets Units in that Reserved Matters Area;

9 RECYCLING AND WASTE CONTRIBUTION

- 9.1 To pay to the Council the Recycling and Waste Contribution for each Reserved Matters Area prior to the Occupation of 50% of the Open Markets Units in that Reserved Matters Area;

SCHEDULE 2

AFFORDABLE HOUSING

PART 1

1 AFFORDABLE HOUSING

The Owner of the relevant Reserved Matters Area covenants and agrees with the Council:

- 1.1 Not to Occupy any Affordable Housing Unit within a Reserved Matters Area until and unless a programme for the delivery of the Affordable Housing Units ("**Affordable Housing Scheme**") within the Reserved Matters Area has been submitted to and has been approved in writing by the Council (such approval not to be unreasonably withheld) and such Affordable Housing Scheme shall also identify any relevant Wheelchair Accessible Unit(s).
- 1.2 Following the Commencement of Development of the relevant Reserved Matters Area to construct or procure the construction of the Affordable Housing Units at no cost to the Council to the Development Standards and in accordance with the Planning Permission and to ensure the Occupation in accordance with the Affordable Housing Scheme approved pursuant to paragraph 1.1 of this Part 1 of this Schedule 2.
- 1.3 Save as otherwise agreed with the Council to provide the Affordable Housing in accordance with the Affordable Housing Mix PROVIDED ALWAYS THAT:
 - (a) the Intermediate Housing Units will be provided as Shared Ownership Units or Discounted Market Sales Units at the Owner's option and
 - (b) in the event that there is a change to the maximum number of Dwellings consented under the Planning Permission as a result of constructions pursuant to Reserved Matter Approvals or other amendments, the Affordable Housing Mix set out in Annex 3 of this Deed shall be adjusted proportionally in order to comply with the Affordable Housing Mix percentage thresholds.
- 1.4 Not to Occupy or cause or permit the Occupation of any more than 75% of the Open Market Units within a Reserved Matters Area until and unless the Social Rented Units and Shared Ownership Units for that Reserved Matters Area:
 - (a) have been constructed in accordance with paragraph 1.2 above and are ready and available for Occupation;
 - (b) are accessible by vehicles and pedestrians; and
 - (c) subject to paragraph 1.6 to 1.8 in the case of the Social Rented Units and Shared Ownership Units (where relevant) have been transferred (by freehold transfer with title absolute and full title guarantee) to a Registered Provider.
- 1.5 Subject paragraph 1.9 not to let, manage or allow the Social Rented Units to be let managed or co-owned other than strictly in accordance with guidance issued by Homes England (or any successor agency) from time to time with the intention that the Social Rented Units shall at all times be used for the purposes of providing Affordable Housing (save otherwise expressly provided in this Deed) to persons who are eligible in accordance with the allocation policies of the Registered Provider and satisfy the following requirements:
 - (a) The Social Rented Units are registered and advertised through Home Point at the time the Affordable Housing Unit becomes available for Occupation; and

- (b) In the case of the Social Rented Units allocated in accordance with the Herefordshire Allocation Policy and in the case of Shared Ownership Units the allocation policies of the Registered Provider; and
 - (c) for Occupation as a sole residence to a person or persons one of whom meet the following qualifying criteria:
 - (i) a Local Connection with the Parish; or
 - (ii) a Local Connection to the Secondary Parish if after twenty Working Days if there being no person with a Local Connection within the Parish; and
 - (iii) in the event of there being no person with a Local Connection to the Parish or Secondary Parish any other person ordinarily resident within the administrative area of the Council who is eligible under the Herefordshire Allocation Policy and or the allocation policies of the Registered Provider if the Registered Provider can demonstrate to the Council that after a further 20 Working Days of any of the Affordable Housing Units becoming available the Registered Provider having made all reasonable efforts through the use of Home Point as applicable but have found no suitable candidate under paragraph 1.5(c)(i) above; and
- 1.6 The transfer of the relevant Social Rented Units or Shared Ownership Units within a Reserved Matters Area to the Registered Provider shall include the following provisions:
- (a) the grant to the acquiring Registered Provider of all rights of way access and passage of services and all other rights reasonably necessary for the beneficial enjoyment of the Social Rented Units and Shared Ownership Units; and
 - (b) a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development.
- 1.7 In the event that a Registered Provider (within three (3) months' of written invitation) is unable to make an acceptable offer to purchase the Social Rented Units or Shared Ownership Units or no longer wants to purchase the Social Rented Units or Shared Ownership Units the Owner of the relevant Reserved Matters Area shall:
- (a) notify the Council three (3) months prior to Practical Completion of the Social Rented Units or Shared Ownership Units (where relevant) ;
 - (b) set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 1.3 of this part of this Schedule
 - (c) submit any other information reasonably requested by the Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1.4 of this part of this Schedule 2; and
 - (d) offer the Affordable Housing Units to the Council to be purchased by the Council as Social Rented Units or Shared Ownership Units
- 1.8 In the event the Council make an acceptable offer to the Owner (within three (3) months' of written invitation) for the Social Rented Units or Shared Ownership Units then the Owner shall not Occupy or permit Occupation of more than fifty percent (50%) of the Open Market Units within the relevant Reserved Matters Area until the Owner has provided the Council with a freehold transfer document unconditionally released for completion for the transfer of the relevant Social Rented Units or Shared Ownership Units.

- 1.9 In the event the Council does not make an offer which is acceptable to the Owner (within three (3) months' of written invitation) to purchase all or part of the relevant Social Rented Units or Shared Ownership Units or the Council indicates that it does not want to purchase the relevant Social Rented Units or Shared Ownership Units the Council shall serve on the Owner written confirmation that the Owner shall be permitted to sell those Social Rented Units or Shared Ownership Units within the relevant Reserved Matters Area as Discount Market Housing Units
- 1.10 The restrictions and obligations contained within this Schedule 2 shall not be binding on nor enforceable against a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee provided that:
- (a) such Chargee shall first give written notice to the Housing Development Officer (Strategic Housing Herefordshire Council, Plough Lane, Hereford HR4 0LE) quoting the Planning Reference of its intention to dispose of the Affordable Housing Units (or relevant part) and shall have used Reasonable Endeavours over a period of three months from the date of the written notice to secure a disposal of the Affordable Housing Units (or relevant part) to a Registered Provider or to the Council or as otherwise agreed in writing by the Council for a consideration not exceeding the greater of:
 - (i) 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) the Open Market Value of the Affordable Housing Units (or relevant part).
 - (b) if such disposal has not been secured within the three month period subject to having first obtained the written agreement of the Council (not to be unreasonably withheld) that all relevant requirements contained within this Schedule 2 of this Deed have been complied with the Chargee shall be entitled to dispose of the Affordable Housing Units (or relevant part) free from the provisions of this Schedule 2 of this Deed which provisions shall determine absolutely.
- 1.11 Paragraphs 1.4, 1.5 and 1.9 of this Schedule 2 does not apply to Shared Ownership Units or Discount Market Sale Units.

PART 2

1 DISCOUNT MARKET SALE UNITS

- 1.1 The Owner covenants with the Council that no Open Market Units erected or to be erected on the a Reserved Matters Area will be Occupied except in accordance with the restriction in paragraph 1.2 of Part of this Schedule 2 and that any Discount Market Sale Units erected or to be erected in the relevant Reserved Matters Area will not be Occupied except in accordance with the restrictions and obligations in paragraphs 1.2 to 1.9 inclusive in Part 2 of this Schedule 2.
- 1.2 Not to Occupy or cause or permit the Occupation of more than 75% of the Open Market Units on any part or parts of the Reserved Matters Area until and unless the Discount Market Sale Units (if any) identified in the Affordable Housing Scheme relevant to the Reserved Matters Area have been constructed in accordance with the Planning Permission and are ready and available for Occupation and are accessible by vehicles and pedestrians.
- 1.3 The initial sale price for all Discount Market Sale Units has been agreed by the Council such price to be at a discount of 30% from Open Market Value of the relevant Discount Market Sale Unit ("**Initial Discount Price**").
- 1.4 The sale price for all subsequent disposals of Discount Market Sale Units will be determined by the average of two formal Open Market Valuations by two independent estate agents to which the 30% discount from the Open Market Value of the relevant Discount Market Sale Unit ("**Discount Price**") must be applied
- 1.5 The Discount Market Sale Units shall not be Occupied:
 - (a) by anyone except to persons who meets the qualifying criteria in paragraph 1.6 below; and
 - (b) on the first sale following completion of construction of the Discount Market Sale Units at the Initial Discount Price; and
 - (c) On every subsequent sale at the Discount Price
- 1.6 The Discount Market Sale Units must (unless otherwise agreed by the Council) be allocated in accordance with the Council's terms and conditions for Occupation as a sole residence to a Qualifying Purchaser one of whom is a person ordinarily resident within the administrative area of the Council.
- 1.7 In the case of all initial sales:
 - (a) prior to notice of an intended sale to submit for approval by the Council (such approval not being unreasonably withheld) a Marketing Plan for advertising the sale of the Discount Market Sale Units; and
 - (b) on receipt of a written approval of the Council for the Marketing Plan serve a notice of sale upon the Council each time a Discount Market Sale Unit is released for sale but in any event not less than two months before the expected date that the relevant Discount Market Sale Unit for sale is ready and available for Occupation;
 - (c) upon submission of a notice of an intended sale of the specified Discount Market Sale Unit to carry out the advertising of the Discount Market Sale Unit for sale in accordance with the Marketing Plan;

- (d) to liaise with the Council (or its nominee) for a period of three months from the date of the Council's written confirmation of receipt of such notice in order to identify a potential purchaser meeting the sole residency and Qualifying Purchaser requirements in paragraph 1.6 of Part 2 of this Schedule 2;
- (e) not to exchange contracts for the sale of the relevant Discount Market Sale Unit unless written approval has been obtained from the Council that the prospective purchaser meets all criteria set out in paragraph 1.6 of Part 2 of this Schedule 2;

provided that:

- (f) if on any initial sale the Council is reasonably satisfied that after a period of three months of active marketing and advertising a Discount Market Sale Unit cannot be sold in accordance with Part 2 of this Schedule 2 or that a potential purchaser has been identified and a period of six months has expired without the parties entering into a binding contract for such disposal the Discount Market Sale Unit may (with the Council's prior written approval) be sold free from the requirements in paragraph 1.6 of Part 2 of this Schedule 2; provided that
 - (i) the Discount Market Sale Unit is sold at the Discount Price to the purchaser as his only or principal home; and
 - (ii) the Discount Price and the requirements in paragraph 1.6 of Part 2 of this Schedule 2 shall apply in full on any subsequent disposition so that such person shall remain bound by the terms of this Deed;
- (g) on completion of the initial sale of every Discount Market Sale Unit to secure a restriction on the registered title in the terms required by the Land Registry such that no disposition of any Discount Market Sale Unit will be registered unless the purchaser's solicitors certify that the terms of paragraphs 1.5 and 1.6 of Part 2 of this Schedule 2 have been complied with and provide the Council with a copy of the restriction and the solicitors' certificate of compliance on each and every such disposition of the Discount Market Sale Unit.

1.8 In the case of all subsequent sales:

- (a) to serve on the Council a notice of an intended sale of the specified Discount Market Sale Unit for sale together with two valuation appraisals by two local estate agents and the name address and contact details for the vendor and selling agent;
- (b) not to commence any marketing unless the Council has confirmed in writing acceptance of;
 - (i) the notice of intended sale; and
 - (ii) the Discount Price;
- (c) to ensure its selling agent liaises with the Council (or its nominee) for a period of three months from the date of the Council's confirmation of receipt of such notice in order to identify a potential purchaser meeting the sole residency and Qualifying Purchaser requirements in paragraph 1.6 of Part 2 of this Schedule 2;
- (d) not to exchange contracts for the sale of the relevant Discount Market Sale Housing Unit unless written prior written approval has been obtained from the Council that the prospective purchaser meets the criteria set out in paragraph 1.6 of this Schedule 2; provided that

- (e) if on any subsequent sale the Council is reasonably satisfied that after a period of three months of active marketing and advertising that a Discount Market Sale Unit cannot be sold in accordance with this Schedule 2 or that a potential purchaser has been identified and a period of six months has expired without the parties entering into a binding contract for such disposal the Discount Market Sale Unit may (with the Council's prior written approval) be sold free from the requirements in paragraph 1.6 of Part 2 of this Schedule 2; provided that
 - (i) the Discount Market Sale Unit is sold at the Discount Price to the purchaser as his only or principal home; and
 - (ii) the Discount Price and the requirements in paragraph Part 2 of this Schedule 2 shall apply in full on any subsequent disposition so that such person shall remain bound by the terms of this Deed.
- 1.9 Not to permit or otherwise allow any Discount Market Sale Unit for sale to be let other than with the written consent of the Council.

SCHEDULE 3**OPEN SPACE FACILITIES**

- 1 The Owners covenant and agree with the Council:
- 1.1 Concurrently with the submission of any Reserved Matters Application, the Owner of that Reserved Matters Area subject to the Reserved Matters Application shall submit to the Council the Phase Wide Open Space Scheme for that Reserved Matters Area.
- 1.2 Upon the Owner issuing the Phase Wide Open Space Scheme referred to in paragraph 1.1 above to the Council, the Council shall within 28 days either
 - (a) approve the Phase Wide Open Space Scheme (in which case it shall become the "Approved Phase Wide Open Space Scheme"); or
 - (b) refuse to approve the Phase Wide Open Space Scheme, and provide reasons for such refusal

PROVIDED ALWAYS THAT such approval cannot be unreasonably withheld and the Phase Wide Open Space Scheme cannot be refused for any reason which contradicts any approval of the Reserved Matters Application

- 1.3 In the event that the Council refuses to approve the Phase Wide Open Space Scheme pursuant to paragraph 1.2.2 and provides reasons therefore, the Owner shall either refer the matter to arbitration pursuant to clause 13 of this Deed, or update the proposed Phase Wide Open Space Scheme and re-submit it to the Council, in which case paragraph 1.2 and this paragraph 1.3 shall apply mutatis mutandis until the Phase Wide Open Space Scheme becomes the Approved Phase Wide Open Space Scheme.
- 1.4 The Owner shall not Commence the Development of a Reserved Matters Area unless and until the Phase Wide Open Space Scheme in respect of that Reserved Matters Area becomes the Approved Phase Wide Open Space Scheme.
- 1.5 The Owner covenants to comply with the Approved Phase Wide Open Space Scheme.

2 Management and Maintenance of the Open Space

- 2.1 Not to Commence Development in a Reserved Matters Area until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the arrangements as identified in the Management Company Plan for the long term management and maintenance of the Open Space Facilities in that Reserved Matters Area; and the details of/for the recovery by that Management Company of service charge contributions from the owners of the Open Market Units and the Registered Provider (where appropriate) towards the upkeep and permanent maintenance of the Open Space Facilities.
- 2.2 Thereafter to implement the arrangements in accordance with the Management Company Plan which will include the Owner entering into a contract with the Management Company to transfer the Open Space Facilities to the Management Company in accordance with the provisions of this Schedule.
- 2.3 Not to sell or otherwise dispose of any Open Market Unit without requiring (through appropriate covenants) for the purchaser of that Open Market Unit and his successors in title to become members of the Management Company and to enter into a covenant with the Management Company to pay a service charge towards the costs of the Management Company discharging its functions towards the management of the Open Space Facilities together with provisions for recovery of those contributions in accordance with the arrangements approved pursuant to this part Schedule.

2.4 Until the transfer of the Open Space Facilities to a Management Company:

- (a) not to use the Open Space Facilities for any purpose other than as a public amenity area and any use in connection with a sustainable urban drainage system serving the Development; and
- (b) at all times remain fully responsible for the repair, maintenance, safety and general upkeep of the Open Space Facilities consistent with its use as a public amenity and as a sustainable urban drainage system serving the Development.

SCHEDULE 4

BIODIVERSITY NET GAIN

The Owner covenants with the Council as set out below:

- 1 Before Commencement of Development to submit to the Council the Biodiversity Gain Plan and (and if required) HMMP for approval in writing.
- 2 The Biodiversity Gain Plan and the HMMP shall include details of the Biodiversity Net Gain to be provided on the Site by way of the Habitat Creation and Enhancement Works together with how they will be managed maintained and monitored for 30 years from the BNG Completion Date in respect of the Habitat Creation and Enhancement Works (if required by the Council acting reasonably);
- 3 Prior to first Occupation of the first Dwelling to submit evidence of the registration and allocation of the BNG Units on the Biodiversity Gain Sites Register to the Development (as appropriate), to the Council, unless otherwise agreed in writing by the Council.
- 4 The Owner shall comply with and satisfy the requirements to the approved Biodiversity Gain Plan and HMMP.
- 5 To notify the Council in writing following completion of the Habitat Creation and Enhancement Works.
- 6 To permit the Council access to inspect the Habitat Creation and Enhancement Works following completion in order that the Council can determine whether the Habitat Creation and Enhancement Works have been completed in accordance with the HMMP and/or whether any remedial works are required to rectify defects and once satisfied to issue the Certificate of Completion.
- 7 To respond to the Council within 20 Working Days of service of a Breach Notice to accept or dispute the Breach Notice.
- 8 Where the Breach Notice is disputed or the remedial steps cannot be complied with in the time provided in the Breach Notice:
 - 8.1 to return a reasoned explanation to the Council supported by evidence (where appropriate); and/or
 - 8.2 to request additional time to comply with the requirements of the Breach Notice for approval by the Council.
- 9 Where a Breach Notice is accepted (or has been determined to be valid pursuant to clause 11 of this Deed) to comply with the requirements of the Breach Notice within the timescale provided or such extension of time agreed with the Council in writing pursuant to paragraph 8 or such time as has been determined by the expert in accordance with clause 11.
- 10 Where the Breach Notice has not been complied with within the timescale provided in the Breach Notice or agreed pursuant to paragraph 8 or the time as has been determined by the expert in accordance with clause 11 to allow the Council, its agents and contractors with or without workmen and equipment to enter the Site and other land in the Owner's control needed to access the Site at all reasonable times following receipt of 5 Working Days' notice to carry out works reasonably necessary to comply with the requirement of the Breach Notice or determination in accordance with clause 11, as applicable, following reasonable notice given.

- 11 Where the provisions of paragraph 10 apply to pay to the Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 10 within 20 Working Days of a notice requesting payment (such notice to include a breakdown of such costs).
- 12 To permit the Council, its agents, and contractors with or without workmen and equipment to access the land on which the on-site BNG Units are located for the purpose of monitoring compliance with the obligations in this Deed and to pass and repass across any land in the Owner's control which is necessary to gain access for these purposes.
- 13 To submit the Monitoring Report to the Council within 20 (twenty) Working Days of the first, second, third, fourth and fifth anniversary of the issue of the Certificate of Completion and every 5 years thereafter each unless other intervals are agreed in writing with the Council.
- 14 The provisions of this Schedule shall terminate thirty (30) years after the BNG Completion Date

Excess BNG Units

The Council covenants and agrees with the Owner

- 15 to enter into an Excess BNG Unit Agreement to govern the allocation of the Excess BNG Units on the Biodiversity Gain Sites Register in the event that the Biodiversity Gain Plan identifies Excess BNG Units.

SCHEDULE 5
THE COUNCIL'S COVENANTS
PART 1
THE CONTRIBUTIONS

The Council covenants and agrees:

- 1 upon receipt of the Contributions the Council will place the same in an interest bearing account;
- 2 the Council shall apply the Contributions only towards the facilities and purposes referred to in this Deed;
- 3 the Council agree that if any part of the Contributions have not been expended or remain uncommitted following a period of ten years from the date of payment then such part of the Contributions as may remain unspent or uncommitted together with interest accrued as aforesaid on the balance shall be returned to the payer of the Contributions;
- 4 if so requested in writing to provide the payer of the Contributions with such evidence as shall be reasonably requested to confirm the expenditure of the Contributions.

SCHEDULE 6

COMMENCEMENT NOTICE

TO: Planning Obligations Manager
Hereford Council
Plough Lane
Hereford
HR4 0LE

("Council")

FROM:

("Owner")

DEVELOPMENT: (description of development and site name):

RELEVANT PLANNING PERMISSION (reference number):

RELEVANT SECTION 106 AGREEMENT (date and parties):

("Section 106 Agreement")

I/We Owner * hereby put the Council on notice that we intend to commence development on

[[]] 20[]. This notice is the Commencement Notice served pursuant to the Section 106 Agreement.

DATED this day of 202[]

Signed by the Owner or an authorised signatory of the Owner

SITE PLAN

ANNEX 2

GREEN INFRASTRUCTURE PARAMETER PLAN

ANNEX 3

AFFORDABLE HOUSING MIX

Social Rent	No.	%	SQFT	SQM	Build Standards
1 bed 2 person Flat	12	29%	538	50	M4 Cat 1
1 bed 2 person Maisonette GF	12		538	50	M4 Cat 2
1 bed 2 person Maisonette FF	12		647	60	M4 Cat 1
1 bed 2 person Bungalow	1		538	50	M4 Cat 2
2 bed 3 person Bungalow	1	35%	657	61	M4 Cat 2
2 bed 4 person Bungalow	2		999	93	M4 Cat 3
2 bed 4 person House	42		850	79	M4 Cat 1
3 bed 5 person House	36	28%	1001	93	M4 Cat 1
4 bed 6 person House	8	6%	1141	106	M4 Cat 1
5 bed 8 person House	2	2%	1458	135	M4 Cat 1
Total	128	100%			

Shared Ownership or Discount Market Sale	No.	%	SQFT	SQM	Build Standards
2 bed 4 person House	30	49%	850	79	M4 Cat 1
3 bed 5 person House	31	51%	1001	93	M4 Cat 1
Total	61	100%			

Total	189				
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IN WITNESS of which the parties have executed this Agreement as a Deed on the date first written above

EXECUTED AS A DEED when the)

COMMON SEAL of the)

COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL)

was hereunto affixed **BY ORDER**)

Authorised Signatory

EXECUTED AS A DEED BY
BLOOR HOMES LIMITED

In the presence of:-

Director

Director/Secretary

Committee Briefing Document

Outline planning application ref. NO. 242558 -

Land to the South of Lower Bullingham, Hereford



Indicative view across public open space towards new homes.

About Bloor Homes

Bloor Homes is a family owned, private company with long-standing relationships in Herefordshire and a proud track record of delivering hundreds of high-quality new homes in the County, to include our Hereford Point development at Holmer and The Arches at Ledbury. We are dedicated to quality, thoughtful design and the creation of thriving communities. It is this commitment that has made Bloor one of the UK's most trusted and respected homebuilders. Indeed, for the sixth consecutive year, Bloor Homes has been recognised by the Home Builders Federation as a Five Star Housebuilder.

The Proposals

Our outline planning application is for Phase 1 of the allocated sustainable urban extension to Hereford at Lower Bullingham. It comprises:



Up to 540 new homes of which 35% (up to 189) would be affordable homes of a mix of type and tenure as agreed with your Housing Officers. The new homes would be a mix of 1, 2, 3, 4 and 5-beds and include bungalows.



Around 5.5 hectares of new employment land for a range of uses within Use Classes B and E. This will provide exciting new opportunities for inward and indigenous investment into the local economy, complementing the aims and objectives of Skylon Park, Hereford's Enterprise Zone and the wider South Wye locality.



A mixed-use local centre which could include convenience retail, a cafe, new office space and a local transport hub; to include space for car charging, e-bikes and cycle lockers.



Extensive on and off site highway and sustainable transport infrastructure to include early delivery of 'The Twyford Link': a sustainable new foot, cycle and bus - only route through the site directly connecting Hoarwithy Road to Rotherwas Industrial Estate by active travel measures.



A Country Park providing informal recreation opportunities for the new and existing local community. Totalling over 15 acres, the Park will include new wildflower meadows, native woodland and wetland tree and shrub planting, surfaced and mown paths, picnic areas and biodiversity enhancements. The Park will be accessible on foot and cycle by a proposed 'green lane' (non-car) section of Lower Bullingham Lane with crossing enhancements proposed on Green Crize.



Over 10% Biodiversity Net Gain delivered on-site.

Engagement

In bringing forward our development proposals at Lower Bullingham, we engaged with the local community at an early stage and throughout the determination process, to include several consultation and update meetings with Lower Bullingham Parish Council, Hereford City Council, Callow and Haywood Parish Council, Ward Cllrs. and Cabinet members. We also engaged in comprehensive pre-application advice with Officers and key stakeholders, including the Hereford Enterprise Zone, Lead Local Flood Authority, Environment Agency, Local Highway Authority and National Highways. All of this consultation and advice has informed and helped shape the development proposals.

Community Benefits

In addition to providing a range of much needed new affordable and market homes, the proposals will deliver the following benefits to the local area, to be secured by planning conditions and the S106 Agreement.

- Over 50 acres of new, accessible public open space to include a Country Park. Notably, around 50% of the application site is green infrastructure offering both formal and informal recreation opportunities.
- New foot and cycle path infrastructure improvements from the site, along Hoarwithy Road up to the Saxon Community Hall access.
- A contribution of £2.6m for off-site active travel infrastructure projects arising from the Council's Local Transport Plan and the Local Cycling, Walking and Wheeling Infrastructure Plan.
- A contribution of almost £1m towards new sustainable transport initiatives including the delivery of a new Bus service to and through the site, linking Hoarwithy Road to Rotherwas Industrial Estate via 'The Twyford Link'.
- £2.5m towards local pre-school, primary, post-16, Youth and Special Education Needs and Additional Provision services and facilities.
- Over £750,000 to support the NHS deliver additional capacity, equipment and healthcare facilities / infrastructure at Hereford County Hospital and within the primary care network.
- A contribution of around £450,000 to support outdoor sport opportunities identified in the Herefordshire Playing Pitch and Outdoor Sports Strategy and Action Plan.
- Around £75,000 towards the redevelopment of the Shire Hall for the new Library.

Sustainable Homes

Bloor Homes is committed to addressing the climate change emergency. All new homes will be constructed to meet the latest Building Regulations and the forthcoming Future Homes standards when they come into force. This will incorporate enhanced building fabric to maximise thermal efficiency and a range of renewables technology to include solar PVs and a minimum 7KW electric vehicle charging point to all homes. Such technologies will also be introduced at the Local Centre and the new employment units.



Proposed Country Park.

Delivery Timeframe

Should the Planning Committee resolve to grant outline planning permission for the development, Bloor Homes will promptly engage in further pre-application advice with your Officers and prepare a first reserved matters application for submission following completion of the S106 Agreement.

Our aim would be to commence works on the site access roundabout and supporting infrastructure in Spring 2027, with the first residential occupations in Spring 2028.



*50
50
Impression of the Twyford Link highway arrangements.*

ENVIRONMENTAL IMPACT ASSESSMENT STATEMENT OF CONFORMITY

Land to the south of Lower Bullingham, west of the Rotherwas Industrial Estate, Hereford, HR2 6JW

Planning Application Reference P242558/O

Introduction

This Environmental Impact Assessment (EIA) Statement of Conformity has been prepared by Ridge and Partners, with input from the Environmental Statement (ES) technical chapter authors, in relation to an outline planning application at land to the south of Lower Bullingham, west of the Rotherwas Industrial Estate, Hereford, HR2 6JW ('the site'), submitted under planning application reference P242558/O on 3rd October 2024.

The description of the 'Proposed Development' is as follows:

"The first phase of an urban extension (known as the Southern Urban Expansion in the Herefordshire Local Plan Core Strategy) comprising up to 540 homes (Use Class C3); employment land (Use Class B and E), local centre and a country park together with supporting public open space, and all other associated works (e.g. demolition of existing industrial buildings, drainage, landscaping and ground modelling). All matters are reserved for future consideration save for 'access'. Only the means of access into the site is sought as part of this outline application, not the internal site access arrangements."

The application was supported by an ES which was produced in line with the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended) and assessed whether there would be any likely significant effects as a result of the Proposed Development.

This Statement of Conformity is now submitted in response to queries regarding the absence of the approved Southern Link Road ('SLR') scheme (now termed the Hereford Bypass Phase 1) within the list of potential cumulative schemes considered in the ES, as well as a query regarding the time lapse between ES baseline studies and the submission of the ES and the Lower Bullingham Phase 1 planning application.

Overall, this Statement confirms that the operational and construction effects arising from the SLR proposal are non-material in the context of the ES and do not alter the results or conclusions previously reached. It also confirms that the time elapsed since the ES baseline studies does not result in any changes to the results and conclusions reached in the ES. Further detail in response to the points raised is provided under the headings below.

Consideration of Cumulative Effects of the SLR Scheme

Transport

Operational Effects

A list of development and transport infrastructure schemes to consider cumulative effects was agreed as part of the formal EIA and Transport Assessment Scoping process. As part of this, it was agreed with Officers that this should not include the SLR as there was not a firm commitment from the Council for this scheme proceeding within the time horizon of the modelling assessment years considered at the time the modelling was undertaken, in line with guidance set out in the DfT's WebTAG. This set of assumptions was

subsequently coded into the modelling (both SATURN – strategic modelling and the VISSIM – microsimulation modelling).

Notwithstanding this, based on a review of the available information, the SLR scheme, once fully operational, is anticipated to improve network operation and capacity within the area, particularly along the A49 corridor and junctions which intersect with this corridor.

Consequently, the assessment of transport and movement related environmental effects presented within the ES, which does not assume delivery of the southern link road scheme, represents a robust scenario. Accordingly, no materially different conclusions on likely significant effects during the operational phase are anticipated.

Construction Effects

The current programme is for construction of the first phase of the Bypass, namely the SLR to be commenced in December 2026. Completion would likely be some time after this.

We understand the second phase, which provides the onward western Bypass, to include completely bypassing the current A49 river crossing, will be subject to further technical and engineering analysis. It is not due for commencement for some time (a timescale for future delivery is not yet specified).

There could be overlap during the construction activities of the Phase 1 Lower Bullingham development and the southern link road. Construction of the second phase of the Bypass is likely to occur well outside of the time horizons assessed within the Lower Bullingham Phase 1 ES.

A high-level estimate using the methodology in the TRICS Construction Traffic Research Report (JMP, 2008) has been undertaken to quantify the number of movements during construction associated with the Phase 1 Lower Bullingham development. This estimates, at peak construction activity, there could be 35 two-way construction vehicle movements per day. The Transport Assessment prepared for the southern link road forecasts up to approximately 100 two-way vehicle movements per day at peak construction of this infrastructure scheme. The respective Construction Traffic Management Plans would control these movements to reduce impacts on the network during the peak periods and restrict movements to key corridors such as the A49 and B4399 (Rotherwas Relief Road), as far as reasonably practicable.

For context, background traffic flows on the A49 and B4399 are in the order of 13,000 and 4,000 two-way daily vehicles. The cumulative movements forecast during construction of the southern link road and Phase 1 Lower Bullingham development, even during the peak construction period, represents only a small proportion of vehicles on the network, (<1% on the A49 and 3% on the B4399). Accordingly, no materially different conclusions on likely significant effects during the construction phase are anticipated.

Conclusion

Overall, the conclusions of the ES chapter are therefore deemed to be robust with the inclusion of the southern link road only improving conditions on the local network from an operational perspective.

Consideration of the time lapse between ES baseline studies and ES submission

Ecology

With regard to ecology baseline surveys, the site has been subjected to an extensive suite of ecological survey work undertaken between 2016 and 2023.

It is considered that the ecological baseline information presented within the ES remains sufficiently robust and up to date to inform the determination of the application.

The site comprises predominantly low-distinctiveness habitats. Based upon the illustrative proposals, which include a Country Park, the proposed development would deliver a significant Biodiversity Net Gain.

Given it is an outline planning application, the ecological constraints have been identified at this stage, the arable habitats are unlikely to have significantly changed, and the scheme would deliver a package of meaningful enhancements for protected species, it is acceptable that, Draft Condition 16 requires an updated ecological assessment/walkover no more than 3 months prior to commencement of development within any phase and the submission of updated results and reports, where required by the updated assessment and walkover.

Landscape

With regard to the landscape and visual baseline, there is no specific guidance on how frequently baseline studies must be updated for landscape and visual impact assessment. GLVIA3 and the statement of clarification don't refer to this, and it is therefore considered to be a matter for professional judgement.

The ES viewpoints were undertaken in December 2023, within one year of the application submission, which is considered a standard timeframe. Further, in this instance the planning policy, landscape character and green infrastructure publications referred to within the baseline have not changed since the ES chapter was prepared, nor have the relevant identified landscape-related designations. The visual baseline is also not expected to have changed to any notable extent that would alter the basis for the assessment.

Accordingly, the LVIA work remains robust, and the conclusions of the ES chapter remain valid and unchanged.

Conclusion

As above, it is concluded that the SLR scheme will have no material bearing upon the results and conclusions of the Transport ES Chapter, with the inclusion of the SLR only improving conditions on the local network from an operational perspective. Therefore, the EIA remains valid in this respect.

Furthermore, it is considered that the environmental information reported within the ES remains sufficiently current and robust to inform determination of the application and that no material changes have occurred which would alter the conclusions of the ES.

PLANNING AND REGULATORY COMMITTEE

3 June 2026

PUBLIC SPEAKERS

Ref No.	Applicant	Proposal and Site	Application No.	Page No.
6	Bloor Homes per Ms Tara Maizonnier	The first phase of an urban extension (known as the Southern Urban Expansion in the Herefordshire Local Plan Core Strategy) comprising up to 540 homes (Use Class C3); employment land (Use Class B and E), local centre and a country park together with supporting public open space, and all other associated works (e.g. demolition of existing industrial buildings, drainage, landscaping and ground modelling). All matters are reserved for future consideration save for 'access'. Only the means of access into the site is sought as part of this outline application, not the internal site access arrangements. at LAND TO THE SOUTH OF LOWER BULLINGHAM, WEST OF THE ROTHERWAS INDUSTRIAL ESTATE, NORTH OF THE ROTHERWAS, HEREFORD, HR2 6JW	242558	39
OBJECTOR		MS BOWELL (Local Resident)		
SUPPORTER		MR RAWLINGS (Applicant)		

