

Dated 17 June 2026

AVANT HOMES (ENGLAND) LIMITED (1)

AND

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (2)

AND

LEICESTERSHIRE COUNTY COUNCIL (3)

DEED

**under Section 106 and 106A of the Town
and Country Planning Act 1990 relating to
land west of Westfield Avenue, Earl Shilton**

PLANNING APPLICATION: 24/01066/FUL



www.gowlingwlg.com

THIS DEED is dated

17 June

2026

PARTIES

- (1) **AVANT HOMES (ENGLAND) LIMITED** of (Co. Reg. No. 01043597) Avant House 6 and 9 Tallys End, Barlborough, Chesterfield, S43 4WP ("**Owner**");
- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of County Offices, Argents Mead, Hinckley, LE10 1BZ ("**Borough Council**"); and
- (3) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA ("**County Council**").

WHEREAS

- (A) The Borough Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 and is a Principal Council for the purposes of the Local Government Act for the area in which the Site is situated.
- (B) The County Council is a local planning authority and the local highway authority and is responsible for waste management and library facilities for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site registered at the Land Registry under Title Number LT503585.
- (D) The Owner has made the Planning Application for the proposed Development.
- (E) The Borough Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed:

the Act Town and Country Planning Act 1990 (as amended from time to time);

Affordable Housing has the meaning given to it in Annex 2 of the "National Planning Policy Framework December 2024" (as updated from time to time) but shall be restricted to Discounted Market Sales Housing and provided to eligible household whose needs are not met by the market;

Affordable Housing Scheme a scheme for the Site to be submitted to and agreed by the Borough Council for the provision of Affordable Housing within the Development which shows the tenures of the four Dwellings to be provided as Affordable Housing Units in accordance with the Affordable Housing Tenure Mix;

Affordable Housing Tenure Mix the housing mix for the Affordable Housing Units as follows:

(a) 4x two-bedroom houses,

or such other mix as may be agreed between the Borough Council and the Owner from time to time;

Affordable Housing Unit(s) each and every affordable housing unit to be constructed pursuant to the Development as part of the Affordable Housing Scheme complying with the definition of Affordable Housing;

Bus Pass(es) a bus pass entitling the holder of the bus pass to travel free of charge on local bus services for a period of six months from the date of issue (up to two passes to be provided to each Dwelling) to encourage new residents

to use local bus services as an alternative to the private car to establish changes in travel behaviour;

Bus Pass Contribution the sum of £510 (FIVE HUNDRED AND TEN POUNDS) per Bus Pass (equating to a maximum of £1020 (ONE THOUSAND AND TWENTY POUNDS) per Dwelling) (Indexed) to enable the County Council to issue the Bus Pass(es) subject to a maximum sum of £18,360 (EIGHTEEN THOUSAND THREE HUNDRED AND SIXTY) prior to indexation;

Commencement of Development the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act (and the phrase "Commence Development" shall be construed accordingly) but disregarding for the purposes of this Deed and for no other purpose, the following operations: site clearance; ground investigations; site survey works; service diversions; temporary access construction works; archaeological investigation; and erection of any fences, signage and hoardings around the Site;

County Council Monitoring Contribution the sum of £300 (THREE HUNDRED POUNDS) or 0.5% (whichever is greater) per financial obligation in favour of the County Council towards the County Council's costs of monitoring compliance with this Deed;

Development the development of the Site authorised by the Planning Permission for the erection of up to 18 dwellings with associated access, car parking, landscaping and drainage;

Dwelling any dwelling (including a house, flat or bungalow) permitted to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly;

Index	the BCIS All-in Tender Price Index issued by the Royal Institution of Chartered Surveyors or any successor and the term "Indexed" shall be construed accordingly;
Interest	the interest at 4% above the base lending rate of Barclays Bank Plc from time to time;
Library Contribution	the sum of £543.56 (FIVE HUNDRED AND FOURTY THREE POUNDS AND FIFTY-SIX PENCE) (Indexed) to provide improvements to Earl Shilton Library and its facilities, including, but not limited to, books, material, or associated equipment or to reconfigure the internal or external library space to account for additional usage as a result of this Development;
Local People	persons who: (a) have a total household income at or below the average household income level for Hinckley and Bosworth as published by the Borough Council at the point of sale of the Affordable Housing Unit and who: (i) live within Hinckley and Bosworth or within three miles of the Hinckley and Bosworth boundary; or (ii) are moving to Hinckley and Bosworth to take up employment or to be near to relatives resident within Hinckley and Bosworth or within three miles of the Hinckley and Bosworth boundary; or (iii) otherwise meet the affordability criteria of the Local Help to Buy Agent for Affordable Housing comprising Intermediate Housing in Hinckley and Bosworth including provision for an eligible First Time Buyer;

Market Housing Unit	each and every Dwelling (other than an Affordable Housing Unit) to be constructed pursuant to the Development;
Market Value	the market value of the relevant Affordable Housing Unit at the point of sale as validated by an accredited independent valuer, being a member of a relevant recognised professional body engaged in surveying and/or valuation (" Independent Valuer ") on the assumption that the Dwelling was otherwise a Market Housing Unit and not an Affordable Housing Unit;
Occupation	first occupation for the beneficial use of the Dwellings and for the avoidance of doubt excludes occupation for fitting out and use of the Dwellings for show homes or marketing purposes and reference to "Occupied" and "Occupy" shall be construed accordingly;
Plan	the plan numbered 3187-100 attached at Appendix 1;
Planning Application	the application for planning permission registered by the Borough Council on 25 November 2024 under reference number 24/01066/FUL;
Planning Permission	the planning permission to be granted by the Borough Council pursuant to the Planning Application, a draft copy attached at Appendix 2;
Practical Completion	completion of the construction of any Market Housing Unit or Affordable Housing Unit together with all associated infrastructure works and service connections to such a standard that any such Market Housing Unit or Affordable Housing Unit is fit for human habitation, free of patent defects and complies with the Planning Permission to enable beneficial Occupation;
Site	the land west of Westfield Avenue, Earl Shilton, Leicestershire as shown edged red on the Plan;

Travel Pack(s)	a pack of information supplied by the County Council upon payment of the Travel Pack Contribution containing details of local walking and cycling routes, local bus services/stops/timetables, Bus Pass application forms, shops and other local amenities and details of any community transport, car sharing or car club scheme operating in the vicinity of the Land;
Travel Packs Contribution	the sum of £52.85 (FIFTY TWO POUNDS AND EIGHTY FIVE PENCE) per Travel Pack (Indexed) payable by the Owner to the County Council to enable the County Council to issue a Travel Pack to the first Occupier of each Dwelling subject to a maximum sum of £952 (NINE HUNDRED AND FIFTY TWO POUNDS) prior to Indexation;
VAT	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
Working Day	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England;
Waste Management Contribution	the sum of £891.54 (EIGHT HUNDRED AND NINETY ONE POUNDS AND FIFTY FOUR PENCE) (Indexed) towards site reconfiguration and/or development of waste infrastructure to increase the capacity for the Barwell Household Waste Recycling Centre (HWRC) or any other HWRC directly impacted by this Development.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or Schedule or recital in this Deed.
- 2.2 In the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein the terms and conditions of this Deed will prevail.

- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension, re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to the Borough Council, the County Council or the Owner shall include their successors in title and assigns and to any person deriving title through or under or the successors to their respective statutory functions.
- 2.8 The headings and contents list are for reference only and shall not affect construction.
- 2.9 Any covenant or obligation by any party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.

3 LEGAL BASIS

- 3.1 The Deed is made pursuant to Section 106 of the Act and the covenants and obligations in this Deed are planning obligations for the purposes of Section 106 of the Act so as to bind the Site and each and every part thereof and are enforceable by the Borough Council and/or the County Council as the Local Planning Authority against the Owner its successors in title and assigns and the other parties to this Deed.
- 3.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations hereto.

4 COMMENCEMENT

This Deed is conditional upon:

- 4.1 the grant of Planning Permission; and
- 4.2 the Commencement of Development,

save that this clause 4 and clause 7 shall take effect from the date on which this Deed is completed.

5 COVENANTS BY THE OWNER

- 5.1 The Owner covenants with the Borough Council as set out in Schedule 1 and Schedule 2.
- 5.2 The Owner covenants with the County Council as set out in the Schedule 3.

6 FURTHER COVENANTS BY THE OWNER

- 6.1 The Owner shall pay to the Borough Council on execution of this Deed the reasonable legal costs and monitoring incurred in the negotiation, preparation, execution and registration of this Deed
- 6.2 The Owner shall pay to the County Council on execution of this Deed the reasonable legal costs incurred in the negotiation and execution of this Deed up to a maximum of £2,100.00 (TWO THOUSAND ONE HUNDRED POUNDS).

7 FUTURE PERMISSIONS

Apart from Clause 20 of this Deed nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission and/or a planning permission pursuant to an application made under Section 73 of the Act) granted after the date of the Planning Permission nor shall any sum be payable to the Borough Council or the County Council pursuant to this Deed in respect of any development carried out pursuant to such further planning permission apart from any planning permission pursuant to an application made under Section 73 of the Act.

8 THE COUNTY COUNCIL'S COVENANTS

- 8.1 The County Council hereby covenants with the Owner pursuant to Section 106 of the Act to use the contributions in Schedule 3 for the specified purposes.
- 8.2 The County Council covenants to use the Bus Pass Contribution (or such amount of it that is paid to the County Council in accordance with paragraph 1.2 of Schedule 3) for the provision of Bus Passes to the first Occupant(s) of each Dwelling where such first Occupants apply for Bus Passes.
- 8.3 In the event that the Waste Management Contribution and the Library Contribution payable pursuant to this Deed are not applied to the purposes specified or have not been expended or committed to be expended within ten years of the date of payment the County Council shall within 28 working days of receipt of a written demand repay to the Owner any unexpended part of the said sum(s).
- 8.4 In the event that the Bus Pass Contribution payable pursuant to this Deed is not applied to the purposes specified or has not been expended or committed to be expended within twelve months of the first Occupation of the final Dwelling the County Council shall within 28 working days of receipt of a written demand repay to the Owner any unexpended part of the said sum(s).

9 MISCELLANEOUS

- 9.1 Unless expressly stated no provisions of this Deed confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.
- 9.2 This Deed shall be registrable as a local land charge by the Borough Council.
- 9.3 Where the agreement, approval, consent or expression of satisfaction is required by the parties hereto under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction required to be given on behalf of:
- (a) the Borough Council shall be in writing by the Head of Planning following the performance and satisfaction of all the obligations contained in this Deed the Borough Council shall on written request from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed; and

(b) the County Council shall be in writing to the Manager, Planning Obligations and Systems Team, Planning Historic and Natural Environment Department, County Hall, Glenfield, Leicester LE3 8RA.

9.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

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

9.6 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Borough Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the Borough Council were not a party to this Deed.

10 ENFORCEABILITY AND LIABILITY

10.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or whilst it shall have no interest in the Site or any part of it) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and a person having only the benefit of any licence easement or covenant over or in respect of the Site or any part of it shall be deemed to have parted with its interest in the entire Site (or to have no interest in the Site or any part of it) for the purposes of this clause.

10.2 This Deed shall not be enforceable against owners-occupiers or tenants (or their mortgagees or chargees) of Dwellings nor against those deriving title from them.

10.3 A statutory undertaker who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage or telecommunication services is not to be treated as a person deriving title from the Owner for the Purposes of Section 106(3) of the Act.

11 COUNCIL'S DISCRETION

For the avoidance of doubt nothing herein contained shall prejudice or affect the rights, discretions, powers, duties and obligations of the Borough Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

12 CIL

If at any time hereafter a CIL becomes payable in respect of the Development or any part of it, the parties will use reasonable endeavours to agree (where legally necessary) variations to this Deed with the intent that the planning benefits of this Deed should continue to be secured and delivered and all physical works required to be provided hereunder are carried out (whether for physical, social or green infrastructure) but that the Owner shall not be in a position where they are required to pay twice for the same item of infrastructure.

13 WAIVER

No waiver (whether expressed or implied) by the Borough Council or the County 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 Borough Council or the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

14 CHANGE IN OWNERSHIP

14.1 The Owner agrees to give the Borough Council and County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before or all the obligations under this Deed has been discharged (save that the Owner shall not be required to give notice of the change in ownership in relation to any of the persons against whom the obligations herein are not enforceable as identified in clause 10) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

14.2 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery post.

14.3 The address for service of any such notice, consent or approval as aforesaid shall be:

- (a) in the case of service upon the Borough Council addressed to Head of Planning; and
- (b) in the case of the County Council addressed to Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department, County Hall, Glenfield, Leicester LE3 8RA or such other address for service as shall have been previously notified by the County Council to the Owners; and
- (c) in the case of the Owner to the addresses stated at the beginning of this Deed or such other address for service as shall have been previously notified by the Owner to the Borough Council and County Council.

14.4 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:

- (a) if personally served at the time of delivery and if posted at the time when it would be received in the ordinary course of business;
- (b) to prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope.

15 DISPUTE RESOLUTION

15.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

- 15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 working days after the conclusion of any hearing that takes place or 28 working days after he has received any file or written representation.
- 15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 15.5 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

16 INDEXATION

Any sum payable pursuant to Schedule 3 shall be increased in accordance with any proportional increase in the Index from the date of this Deed to the date upon which payment is made.

17 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

18 VAT

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

19 JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England.

20 SECTION 73 VARIATIONS

In the event that the Borough Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Development (where agreed in writing by the parties) shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

21 DELIVERY

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

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

SCHEDULE 1

AFFORDABLE HOUSING

1. The Owner covenants with the Borough Council:
 - 1.1 Not to occupy any of the Affordable Housing Units constructed on the Site as part of the Development other than in accordance with the provisions of this Deed.
 - 1.2 Not less than 20% of the total number of Dwellings comprised in the Development will be provided as Affordable Housing.
 - 1.3 Not less than four weeks prior to the Commencement of Development to submit to the Borough Council for its formal written approval an Affordable Housing Scheme. For the avoidance of doubt the Affordable Housing Scheme shall not require delivery of the Affordable Housing Units other than in accordance with the Affordable Housing Tenure Mix and the layout of the Affordable Housing Units approved pursuant to the Planning Permission.
 - 1.4 Not to allow or permit Commencement of Development until the Affordable Housing Scheme has been approved in writing by the Borough Council.
 - 1.5 To provide the Affordable Housing Units in accordance with the approved Affordable Housing Scheme.
 - 1.6 Not to Occupy or cause or permit the Occupation of more than 50% of the Market Housing Units on the Site until and unless the Affordable Housing Units have been constructed in accordance with the Planning Permission and are ready and available for Occupation and are accessible by vehicles and pedestrians.
 - 1.7 The disposal of the Affordable Housing Units shall be to eligible Local People at a sum not exceeding 80% of the Market Value.
 - 1.8 The Owner shall submit an application to the Chief Land Registrar of the Land Registry to place the following restriction in the proprietorship register of the title to the relevant Affordable Housing Units (or in such other form as the Chief Land Registrar shall deem

appropriate) and on completion of the registration of such restriction will deliver to the Borough Council an official copy of the relevant registered title:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the registered proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 1.7 of Schedule 1 to the Section 106 Agreement dated [xxxxxxxxx] between (1) Avant Homes (England) Limited, (2) Hinckley and Bosworth Borough Council and (3) Leicestershire County Council have been complied with or that they do not apply".

SCHEDULE 2

BIODIVERSITY NET GAIN

1. INTERPRETATION

For the purposes of this Schedule the following expressions shall have the following meanings unless the context requires otherwise:

Allocation	means attributing any Biodiversity Units from a Biodiversity Gain Site toward the Development's requirement to achieve Biodiversity Net Gain (and Allocate and Allocated and Allocations shall be construed accordingly).
Biodiversity Baseline	means the assessment of the pre-Development Biodiversity Units on the Site to be identified in the approved BNG Plan.
Biodiversity Gain Site	means land which is registered on the Biodiversity Gain Site Register from which Biodiversity Units are Allocated to the Development for the purpose of achieving Biodiversity Net Gain.
Biodiversity Gain Land Monitoring Contribution	the sum of five thousand, three hundred and sixty pounds (£5,360.00) to be paid by the Owner to the Borough Council under paragraph 3 of this Schedule to be applied by the Borough Council as a financial contribution towards the Borough Council's costs of monitoring compliance with the Owner's obligations under this deed in respect of the Site and any Biodiversity Gain Site identified in the Biodiversity Gain Plan for the purpose of achieving Biodiversity Net Gain.
Biodiversity Gain Site Register	the statutory biodiversity gain site register created under regulation 3 of the Biodiversity

	Gain Site Register Regulations 2024 or any other equivalent regulations.
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 or relative biodiversity value of habitat or habitat enhancement for the purposes of Biodiversity Net Gain.
Biodiversity Net Gain	means the increase of at least 10% in the biodiversity value of the Development when compared with the Biodiversity Baseline and delivered through Habitat Creation and Enhancement Works and/or Off-Site Biodiversity Net Gain.
Biodiversity Gain Plan	the biodiversity gain plan to be submitted to and approved by the Borough Council as required by paragraph 13, Schedule 7A Part 2 of the Act.
Biodiversity Units	the quantum of biodiversity as measured by the Biodiversity Metric.
Breach Notice	a notice which may be served by the Borough Council on the Owner under this deed.
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 Borough Council on the Completion Date issued (or deemed to have been issued) by the Borough Council.
Completion Date	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed.

Completion Date Notice	written notice from the Owner to the Borough Council of the proposed Completion Date of the Habitat Creation and Enhancement Works.
DEFRA	the public body known as the Department for Environment, Food & Rural Affairs or any successor body which acts as the Government's advisor for the natural environment, food or rural affairs in England.
Habitat Management and Monitoring Plan	the management and monitoring plan for the On-Site Habitat Areas submitted pursuant to condition 5 of the Planning Permission and any subsequent amendments and revisions which may be agreed in writing by the Owner and the Borough Council.
Habitat Creation and Enhancement Works	the habitat creation and enhancement works within the On-Site Habitat Areas set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities).
Monitoring Report	the monitoring reports to be issued to the Borough Council as specified in the Habitat Management and Monitoring Plan.
Natural England	the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England.
Off-Site Biodiversity Net Gain	means Biodiversity Units which are Allocated to the Development from a Biodiversity Gain Site.
On-Site Habitat Areas	means those parts of the Site identified in the approved Biodiversity Gain Plan as delivering Biodiversity Net Gain through the Habitat Creation and Enhancement Works.

2. IMPLEMENTATION OF THE HABITAT MANAGEMENT AND MONITORING PLAN

2.1 In the event that the Biodiversity Gain Plan requires the submission of the Habitat Monitoring and Management Plan then the Owner covenants with the Borough Council:

- (a) upon receipt of the Borough Council's written approval of the Habitat Monitoring and Management Plan, the Owner covenants to complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan.
- (b) to issue the Completion Date Notice to the Borough Council within ten (10) Working Days of the Completion Date of the Habitat Creation and Enhancement Works.
- (c) to promptly rectify any defects in the Habitat Creation and Enhancement Works identified by the Borough Council under paragraph 4.1(b) of this Schedule and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the Borough Council issues a Certificate of Completion.
- (d) that upon receiving the Certificate of Completion from the Borough Council, to maintain the On-Site Habitat Areas in accordance with the Habitat Management and Monitoring Plan for a period of not less than 30 years from the Completion Date.
- (e) to provide a Monitoring Report to the Borough Council within twenty (20) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan.

3. BIODIVERSITY GAIN LAND MONITORING CONTRIBUTION

- 3.1 The Owner covenants to pay the Biodiversity Gain Land Monitoring Contribution to the Borough Council prior to the Commencement of Development.
- 3.2 The Council covenants to use the Biodiversity Gain Land Monitoring Contribution for its intended purpose and not for any other purpose.

4. ENFORCEMENT

- 4.1 Where the Biodiversity Gain Plan requires the completion of the Habitat Creation and Enhancement Works, the Borough Council covenants, where it considers that the Owner is not complying with its obligations under this Deed, and intends to take steps to remedy the breach, to first notify the Owner:

- (a) the reasons for alleging non-compliance;
 - (b) the steps it proposes the Owner should take to remedy any breach or non-compliance; and
 - (c) the reasonable time limits for the Owner to take these steps.
- 4.2 The Borough Council covenants, where it serves a Breach Notice, that it may notify the Owner of any extension of time specified in the Breach Notice as it considers appropriate (in its absolute discretion but at all times acting reasonably).
- 4.3 Where a Breach Notice is served, the Owner covenants to:
- (a) comply with the requirements of the Breach Notice within the time limits specified by the Breach Notice;
 - (b) use reasonable endeavours to agree the following with the Borough Council within twenty (20) Working Days of the Breach Notice:
 - (i) the steps required to remedy the breach; and
 - (ii) if applicable, any remedial works;
 - (c) remedy the breach within the time period specified in the Breach Notice in accordance with the details agreed under sub-paragraph (a).
 - (d) the Owner agrees that where it has failed to comply with a time limit of the Breach Notice to allow the Borough Council, its agents, and contractors with or without workmen and equipment to enter the Site at all reasonable times to carry out works reasonably necessary to comply with the requirement of the Breach Notice.
- 4.4 The Borough Council covenants that where the Owner does not comply with the time limits specified in the Breach Notice, to undertake the requirements imposed on the Owner as set out in the Breach Notice provided that the Borough Council:
- (a) provides reasonable notice that it, its agents, and contractors with or without workmen and equipment will enter the Site;
 - (b) ensures minimal damage and inconvenience to the Owner;
 - (c) promptly repairs any damage caused by exercising the step-in rights under this paragraph; and
 - (d) issues to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this clause.

- 4.5 The Owner covenants to pay the Borough Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 4.4 within 20 Working Days of a notice requesting payment.

5. INSPECTION OF THE HABITAT CREATION AND ENHANCEMENT WORKS

- 5.1 The Borough Council covenants to inspect the Habitat Creation and Enhancement Works within thirty (30) Working Days following receipt of the Completion Date Notice.
- 5.2 The Borough Council covenants to do the following where Habitat Creation and Enhancement Works are inspected under clause 5.1 above:
- (a) promptly issue a Certificate of Completion if the Habitat Creation and Enhancement Works have been completed in accordance with the approved Habitat Management and Monitoring Plan to the reasonable satisfaction of the Borough Council; or
 - (b) promptly notify the Owner of any defects, if the Borough Council reasonably determines that the Habitat Creation and Enhancement Works have not been completed in accordance with the approved Habitat Management and Monitoring Plan.
- 5.3 The Borough Council covenants that where the Owner issues a subsequent Completion Date Notice under clause 2.1(c) of this Schedule to re-inspect the Habitat Creation and Enhancement Works under clause 5.1 and to comply with clause 5.2 above until it issues the Certificate of Completion.

6. OFF-SITE BIODIVERSITY NET GAIN

The Owner covenants with the Borough Council to provide relevant evidence of Allocation prior to the Commencement of Development, which confirms:

- (a) that the relevant Biodiversity Units for the Off-Site Biodiversity Net Gain have been secured and Allocated to the Development;
- (b) the number and type of Biodiversity Units that have been secured for the Off-Site Biodiversity Net Gain; and
- (c) that the Allocation has been recorded on the Biodiversity Gain Site Register.

SCHEDULE 3

CONTRIBUTIONS

- 1 The Owner covenants with the County Council to pay:
 - 1.1 The Library Contribution prior to first Occupation of any Dwelling and not to Occupy any Dwelling until the Library Contribution has been paid.
 - 1.2 25% of the Bus Pass Contribution prior to first Occupation of any Dwelling and not to Occupy any Dwelling until 25% of the Bus Pass Contribution has been paid;
 - 1.3 a further 50% prior to Occupation of 5 Dwellings and not to Occupy any 5 Dwellings until 50% of the Bus Pass Contribution has been paid; and
 - 1.4 the remaining 25% of the Bus Pass Contribution prior to Occupation of 15 Dwellings and not to Occupy any 15 Dwellings until the remaining 25% of the Bus Pass Contribution has been paid provided that by agreement between the County Council and the Owner payment of all or part of the final 25% of the Bus Pass Contribution may be deferred or not required to be paid by the Owner in the event that the previously received payments have not been expended.
 - 1.5 The Travel Packs Contribution prior to first Occupation of any Dwelling and not to Occupy any Dwelling until the Travel Packs Contribution has been paid.
 - 1.6 The Waste Management Contribution prior to first Occupation of any Dwelling and not to Occupy any Dwelling until the Waste Management Contribution has been paid.
 - 1.7 The County Council Monitoring Contribution prior to first Occupation of any Dwelling and not to Occupy any Dwelling until the County Council Monitoring Contribution has been paid.

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

EXECUTED as a **DEED** by affixing the company seal of
HINCKLEY AND BOSWORTH BOROUGH COUNCIL
in the presence of



13218

Director

UMSTG

~~Director/Secretary~~

.....

EXECUTED as a **DEED** by affixing the
COMMON SEAL of
LEICESTERSHIRE COUNTY COUNCIL
in the presence of:



119625(d)

Authorised Officer

.....
[Signature]
.....

AVANT HOMES (ENGLAND) LIMITED

ATTORNEY
~~Director~~


CARL OXLEY

Signature of witness



SAM SALT

Avant Homes (Midlands) Ltd
1 Phoenix Place
Nottingham
NG8 6BA

CARL OXLEY signed this deed

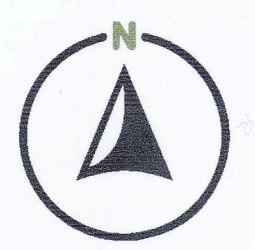
APPENDIX 1

PLAN



13218
CHS

Notes
© Radford Architectural Services Ltd. Do not scale from this drawing.
Refer to figure dimensions only. Contractors must check all
dimensions on site.



Application boundary
Other land within applicants control



Patricia Smith

Revision	Date	Assessment	Notes
----------	------	------------	-------

Radford
ARCHITECTURAL SERVICES
T: 01902 762854 H: 01977 253860
W: www.radford-architectural.co.uk
E: radfordarchitecturalservices@gmail.com

Client	
AVANT homes	
Project WESTFIELD AVENUE, EARL SHILTON	
Title LOCATION PLAN	
Dwg No. 3187-100	
Revision	Scale @A1 1:1250
Drawn DS	Date DEC 2023

APPENDIX 2

DRAFT PLANNING PERMISSION

Hinckley & Bosworth Borough Council

Town and Country Planning Act 1990

Name and Address of Applicant

Avant Homes Ltd (West Midlands)
Wingfield Court
18 Coventry Road
Coleshill
Leicestershire
B46 3BE

Name and Address of Agent (if any)

Mr Jim Rawlings
Roebuck Land & Planning Ltd
3 High Street
Stoke Goldington
Milton Keynes
Buckinghamshire
MK16 8NP

Part I - Particulars of Application

Date of Application	Application No.
25 November 2024	24/01066/FUL

Particulars and location of development :

Erection of 18 dwellings with associated access, car parking, landscaping and drainage

Land West Of Westfield Avenue Earl Shilton Leicestershire

Part II - Particulars of decision

In dealing with the application, through ongoing negotiation the local planning authority have worked with the applicant in a positive and proactive manner by offering a pre-application advice service and by seeking solutions to problems arising in relation to dealing with the planning application and this has resulted in the approval of the application. The Local Planning Authority has therefore acted pro-actively to secure a sustainable form of development in line with the requirements of the National Planning Policy Framework (paragraph 38) and in accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended).

In pursuance of its powers under the Town and Country Planning Act 1990, the Hinckley and Bosworth Borough Council grants permission for the carrying out of the development referred to in Part I hereof in accordance with the application form and plans submitted, subject to the following conditions :-

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

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall not be carried out otherwise than in complete accordance with the submitted application details, as follows:

- Site Location plan - Drawing 3187-100
- Planning Layout - Drawing 3187-250 Rev F
- Street Scenes - Dwg. No. 3187-230 Rev B
- Sections Plan - Dwg. No. 3187-240 Rev B
- Materials Plan - Dwg. No. 3187-250 Rev D
- Enclosures Plan - Dwg. No. 3187-260 Rev D
- Refuse Strategy - Dwg. No. 3187-270 Rev D

IMPORTANT - PLEASE READ THE NOTES AT THE END OF THIS DOCUMENT

- Parking Plan - Dwg. No. 3187-280 Rev D
- Affordable Plan - Dwg. No. 3187-320 Rev D
- Eastbeck - End Floor Plans - Dwg No. EAS/END/0-002.5 Rev A
- Eastbeck - End Floor Plans - Dwg No. EAS/END/0-001.5 Rev A
- Eastbeck - Mid Elevations - Dwg No. EAS/MID/0-002.5 Rev A
- Eastbeck - Mid Floor Plans - Dwg No. EAS/MID/0-001.5 Rev A
- Cadeby - Floor Plans - Dwg. No. CAD/0-001 Rev A
- Cadeby - Elevations - Dwg. No. CAD/0-002 Rev A
- Horbury - Floor Plans - Dwg. No. HOR/0-001 Rev B
- Horbury - Elevations - Dwg. No. HOR/0-002 Rev B
- Ripley end - Elevations - Dwg. No. RIP/END/0-002.5 Rev D
- Ripley end - Floor plans - Dwg. No. RIP/END/0-001.5 Rev D
- Ripley end (Alt) - Elevations - Dwg. No. RIP/ALT/0-002.5 Rev C
- Ripley end (Alt) - Floor plans - Dwg. No. RIP/ALT/0-001.5 Rev C
- Ripley mid - Elevations - Dwg. No. RIP/MID/0-002.5 Rev C
- Ripley mid - Floor plans - Dwg. No. RIP/MID/0-001.5 Rev C

Reason: To ensure a satisfactory form of development in accordance with Policies DM1 and DM10 of the adopted Site Allocations and Development Management Policies Development Plan Document (2016) and Policy 22 of the AAP.

3. The materials to be used in the construction of the external surfaces and external elevations of the development hereby permitted shall be in accordance with the 'Materials Plan' Drawing No. 3187-250 Rev D.

Reason: To ensure that the development has a satisfactory appearance in the interests of visual amenity in accordance with Policy DM10 of the adopted Site Allocations and Development Management Policies Development Plan Document (2016) and Policy 22 of the AAP.

4. No development shall commence on the site until such time as a construction traffic and environmental management plan, including as a minimum details of the routing of construction traffic, wheel cleansing facilities, vehicle parking facilities, and how the impact on existing and proposed residential premises and the environment shall be prevented or mitigated from dust, odour, noise, smoke, light and land contamination, has been submitted to and approved in writing by the Local Planning Authority. The construction of the development shall thereafter be carried out in accordance with the approved details and timetable.

Reason: To reduce the possibility of deleterious material (mud, stones etc.) being deposited in the highway and becoming a hazard for road users, to ensure that construction traffic does not use unsatisfactory roads and lead to on street parking problems in the area in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD 2016.

5. No development shall commence until a 30-year Habitat Monitoring and Management Plan (HMMP), prepared in accordance with an approved Biodiversity Gain Plan, has been submitted to and approved in writing by the local planning authority. The approved HMMP shall be strictly adhered to and implemented in full for its duration and shall contain the following:

- a. Description and evaluation of the features to be managed;
- b. Ecological trends and constraints on site that may influence management;
- c. Aims, objectives and targets for management - links with local and national species and habitat action plans;
- d. Description of the management operations necessary to achieving aims and objectives;
- e. Preparation of a works schedule, including annual works schedule;
- f. Details and a timetable of the monitoring needed to measure the effectiveness of management;
- g. Details of the persons responsible for the implementation and monitoring;
- h. mechanisms of adaptive management to account for necessary changes in work schedule to achieve the required targets; and
- i. Details of methodology and frequency of monitoring reports to be submitted to the Local Planning Authority to assess biodiversity gain.

Reason: To enhance biodiversity in accordance with the National Planning Policy Framework and Paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990.

6. No development shall commence until full details of a scheme for the location of bat roosting and bird nesting features to be integrated into buildings and suitable hedgehog gaps in boundary features shall

be submitted to and approved in writing by the Local Planning Authority. Thereafter and prior to the occupation of any dwelling hereby permitted features shall be installed on the site in accordance with the approved details. Photographs of the integrated bird and bat boxes and hedgehog gaps within the new dwellings should be provided in order to discharge this condition.

Reason: To conserve protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended), and in accordance with Policy DM6 of the adopted Site Allocations and Development Management Policies DPD (2016).

7. No development above foundation level shall take place until a scheme of hard and soft landscaping works, including boundary treatments, for the site, including an implementation scheme, has been submitted to and approved in writing by the Local Planning Authority. Thereafter scheme shall be carried out in full accordance with the approved landscaping and implementation scheme. The soft landscaping scheme shall be maintained for a period of five years from the date of planting. During this period any trees or shrubs which die or are damaged, removed, or are seriously diseased shall be replaced by trees or shrubs of a similar size and species (native) to those originally planted at which time shall be specified by the Local Planning Authority.

Reason: To ensure that the development has a satisfactory external appearance in accordance with Policy DM10 of the adopted Site Allocations and Development Management Policies DPD (2016).

8. No part of the development hereby permitted shall be occupied until such time as the access arrangements shown on Planning Layout drawing number 3187-200 Revision F have been implemented in full.

Reason: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD 2016 and the National Planning Policy Framework (2024).

9. The development hereby permitted shall not be occupied until such time as the parking (and turning facilities) have been implemented in accordance with Parking Plan drawing number 3187-280 Revision D. Thereafter the onsite parking (and turning) provision shall be kept available for such use(s) in perpetuity.

Reason: To ensure that adequate off-street parking provision is made to reduce the possibility of the proposed development leading to on-street parking problems locally (and to enable vehicles to enter and leave the site in a forward direction) in the interests of highway safety and in accordance with the National Planning Policy Framework (2024) policy DM17 of the adopted Site Allocations and Development Management Policies DPD 2016.

10. No part of the development hereby permitted shall be occupied until such time as site drainage details have been provided to and approved in writing by the Local Planning Authority. Thereafter surface water shall not drain into the Public Highway and thereafter shall be so maintained.

Reason: To reduce the possibility of surface water from the site being deposited in the highway causing dangers to road users in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD 2016 and the National Planning Policy Framework (2024).

11. Any dwellings that are served by private access drives (and any turning spaces) shall not be occupied until such time as the private access drive that serves those dwellings has been provided in accordance with Table 13 of the Leicestershire Highway Design Guide. The private access drives should be surfaced with tarmacadam, or similar hard bound material (not loose aggregate) for a distance of at least 5 metres behind the highway boundary and, once provided, shall be so maintained in perpetuity.

Reason: To reduce the possibility of deleterious material being deposited in the highway (loose stones etc.) in the interests of highway safety in accordance with the National Planning Policy Framework (2024) and Policy DM17 of the adopted Site Allocations and Development Management Policies DPD 2016.

12. Notwithstanding the provisions of Part 2 of Schedule 2, Article 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order) no gates, barriers, bollards, chains or other such obstructions shall be erected to the vehicular access.

Reason: To enable a vehicle to stand clear of the highway in order to protect the free and safe passage of traffic including pedestrians in the public highway in accordance with the National Planning Policy Framework (2024) and Policy DM17 of the adopted Site Allocations and Development Management Policies DPD 2016.

13. No development shall commence until such time as a surface water drainage scheme has been submitted to, and approved in writing by the Local Planning Authority. The development must be carried out in accordance with these approved details and completed prior to first occupation.

Reason: To establish a suitable maintenance regime that may be monitored over time; that will ensure the long-term performance, both in terms of flood risk and water quality, of the surface water drainage system (including sustainable drainage systems) within the proposed development in accordance with Policy DM7 of the adopted Site Allocations and Development Management Policies DPD 2016.

14. No development shall commence until such time as details in relation to the management of surface water on site during construction of the development has been submitted to and approved in writing by the Local Planning Authority. The construction of the development must be carried out in accordance with these approved details.

Reason: To prevent an increase in flood risk, maintain the existing surface water runoff quality, and to prevent damage to the final surface water management systems through the entire development construction phase in accordance with Policy DM7 of the adopted Site Allocations and Development Management Policies DPD 2016.

15. No occupation of the development approved by this planning permission shall take place until such time as details in relation to the long-term maintenance of the surface water drainage system within the development have been submitted to and approved in writing by the Local Planning Authority. The surface water drainage system shall then be maintained in accordance with these approved details in perpetuity.

Reason: To establish a suitable maintenance regime that may be monitored over time; that will ensure the long-term performance, both in terms of flood risk and water quality, of the surface water drainage system (including sustainable drainage systems) within the proposed development in accordance with Policy DM7 of the adopted Site Allocations and Development Management Policies DPD 2016.

16. Site preparation and construction shall be limited to the following hours;
Monday - Friday 07:30 - 18:00
Saturday 08:00 - 13:00
No working on Sundays and Public Holidays and Bank Holidays.

Reason: To ensure that nearby residents are protected from unacceptable noise and disturbance during the construction phase, in accordance with Policy DM10 of the adopted Site Allocations and Development Management Policies DPD 2016.

17. The development hereby permitted shall not be occupied until waste and recycling storage containers has been implemented in accordance with the submitted Proposed Refuse Strategy, Drawing No. 3187-270 Rev D, and thereafter maintained in perpetuity.

Reason: To ensure the bin storage on site is not detrimental to the street scene and overall design of the scheme in accordance with Policy DM10 of the adopted Site Allocations and Development Management Policies Development Plan Document (2016).

NOTES TO APPLICANT :-

1. Your attention is drawn to the Biodiversity Net Gain note within the Decision Notice. The development is subject to the Biodiversity Gain Condition. A Biodiversity Gain Plan needs to be submitted to, and approved in writing by, the Local Planning Authority prior to commencement of development. The application can be made online here:

https://www.hinckley-bosworth.gov.uk/info/200249/view_planning_applications_and_decisions/1476/does_the_property_comply_with_planning_conditions

IMPORTANT: Biodiversity Net Gain Plan Condition

The development is subject to the mandatory "biodiversity gain condition". A Biodiversity Gain Plan must be submitted to and approved in writing by Hinckley and Bosworth Borough Council prior to commencement of this development.

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply, these are listed below. However, based on the information available this permission is considered to be one which will require the approval of a biodiversity gain plan before development is begun because none of the statutory exemptions or transitional arrangements listed below are considered to apply.

You should submit an application to discharge the Biodiversity Gain Plan condition to Hinckley and Bosworth Borough Council using a discharge of conditions application form. The current application fee is £145.

Further guidance on the submission of the Biodiversity Gain Plan can be found [here](#).

Statutory exemptions and transitional arrangements in respect of the biodiversity gain condition.

1. The application for planning permission was made before 12 February 2024.
2. The planning permission relates to development to which section 73A of the Town and Country Planning Act 1990 (planning permission for development already carried out) applies.
3. The planning permission was granted on an application made under section 73 of the Town and Country Planning Act 1990 and

- (i) the original planning permission to which the section 73 planning permission relates* was granted before 12 February 2024; or
- (ii) the application for the original planning permission* to which the section 73 planning permission relates was made before 12 February 2024.

4. The permission which has been granted is for development which is exempt being:

4.1 Development which is not 'major development' (within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015) where:

- i. the application for planning permission was made before 2 April 2024;
- ii. planning permission is granted which has effect before 2 April 2024; or
- iii. planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 where the original permission to which the section 73 permission relates* was exempt by virtue of (i) or (ii).

- 4.2 Development below the de minimis threshold, meaning development which:

- i. does not impact an onsite priority habitat (a habitat specified in a list published under section 41 of the Natural Environment and Rural Communities Act 2006); and
- ii. impacts less than 25 square metres of onsite habitat that has biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat (as defined in the statutory metric).

4.3 Development which is subject of a householder application within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015. A "householder application" means an application for planning permission for development for an existing dwellinghouse, or development within the curtilage of such a dwellinghouse for any purpose incidental to the enjoyment of the dwellinghouse which is not an application for change of use or an application to change the number of dwellings in a building.

4.4 Development of a biodiversity gain site, meaning development which is undertaken solely or mainly for the purpose of fulfilling, in whole or in part, the Biodiversity Gain Planning condition which applies in relation to another development, (no account is to be taken of any facility for the public to access or to use the site for educational or recreational purposes, if that access or use is permitted without the

payment of a fee).

4.5 Self and Custom Build Development, meaning development which:

- i. consists of no more than 9 dwellings;
- ii. is carried out on a site which has an area no larger than 0.5 hectares; and
- iii. consists exclusively of dwellings which are self-build or custom housebuilding (as defined in section 1(A1) of the Self-build and Custom Housebuilding Act 2015).

4.6 Development forming part of, or ancillary to, the high speed railway transport network (High Speed 2) comprising connections between all or any of the places or parts of the transport network specified in section 1(2) of the High Speed Rail (Preparation) Act 2013.

* "original planning permission means the permission to which the section 73 planning permission relates" means a planning permission which is the first in a sequence of two or more planning permissions, where the second and any subsequent planning permissions are section 73 planning permissions.

Irreplaceable habitat

If the onsite habitat includes irreplaceable habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements for the content and approval of Biodiversity Gain Plans.

The Biodiversity Gain Plan must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat.

The planning authority can only approve a Biodiversity Gain Plan if satisfied that the adverse effect of the development on the biodiversity of the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

The effect of section 73D of the Town and Country Planning Act 1990

If planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 (application to develop land without compliance with conditions previously attached) and a Biodiversity Gain Plan was approved in relation to the previous planning permission ("the earlier Biodiversity Gain Plan") there are circumstances when the earlier Biodiversity Gain Plan is regarded as approved for the purpose of discharging the biodiversity gain condition subject to which the section 73 planning permission is granted.

Those circumstances are that the conditions subject to which the section 73 permission is granted:

- i) do not affect the post-development value of the onsite habitat as specified in the earlier Biodiversity Gain Plan, and
 - ii) in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat the conditions do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier Biodiversity Gain Plan.
2. The approved development may require Building Regulations Approval, for further information please contact the Building Control team via e-mail at buildingcontrol@hinckley-bosworth.gov.uk or call 01455 238141.
 3. Planning Permission does not give you approval to work on the public highway. Therefore, prior to carrying out any works on the public highway you must ensure all necessary licences/permits/agreements are in place. For further information, please telephone 0116 305 0001. It is an offence under Section 148 and Section 151 of the Highways Act 1980 to deposit mud on the public highway and therefore you should take every effort to prevent this occurring.
 4. If the roads within the proposed development are to be offered for adoption by the Local Highway Authority, the Developer will be required to enter into an agreement under Section 38 of the Highways Act 1980. Detailed plans will need to be submitted and approved, the Agreement signed and all sureties

and fees paid prior to the commencement of development. The Local Highway Authority reserve the right to charge commuted sums in respect of ongoing maintenance where the item in question is above and beyond what is required for the safe and satisfactory functioning of the highway. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://www.leicestershirehighwaydesignguide.uk/>

If an Agreement is not in place when the development is commenced, the Local Highway Authority will serve Advanced Payment Codes in respect of all plots served by all the roads within the development in accordance with Section 219 of the Highways Act 1980. Payment of the charge must be made before building commences. Please email road.adoptions@leics.gov.uk in the first instance.

5. All proposed off site highway works, and internal road layouts shall be designed in accordance with Leicestershire County Council's latest design guidance, as Local Highway Authority. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://www.leicestershirehighwaydesignguide.uk/>
6. The scheme shall include the limitation of surface water run-off to equivalent greenfield rates; the ability to accommodate surface water run-off on-site up to the critical 1 in 100-year return period event plus an appropriate allowance for climate change, based upon the submission of drainage calculations. Full details for the drainage proposal should be supplied including, but not limited to; construction details, cross sections, long sections, headwall details, pipe protection details (e.g. trash screens), and full modelled scenarios for event durations up to the 24 hour (or longer where required) for the 1 in 1 year, 1 in 30 year and 1 in 100 year plus climate change return periods with results ideally showing critical details only for each return period.
7. Details should demonstrate how surface water will be managed on site to prevent an increase in flood risk during the various construction stages of development from initial site works through to completion. This shall include temporary attenuation, additional treatment, controls, maintenance and protection. Details regarding the protection of any proposed infiltration areas should also be provided.
8. Details of the surface water Maintenance Plan should include for routine maintenance, remedial actions and monitoring of the separate elements of the surface water drainage system that will not be adopted by a third party and will remain outside of individual property ownership. For commercial properties (where relevant), this should also include procedures that must be implemented in the event of pollution incidents.

C. Brown

Christopher Brown MRTPI
Head of Planning

Date : 19 February 2026

NOTES

1. It will be most helpful if the application number shown overleaf is quoted in all correspondence.
2. If you consider that this decision has been made invalidly through the Council failing to follow a procedure correctly, not having the legal power to make the decision in the way it did or through its decision being so unreasonable as no reasonable local authority would make the same decision based on the same facts, then you may enter a claim for judicial review to quash the decision. In order to proceed with a claim for judicial review an initial application for permission will need to be made to the Administrative Court; this application is required to be made "promptly and in any event within six weeks of the decision". The initial permission application will decide if you have an arguable case, whether you are sufficiently materially affected by the decision to bring the claim. If you are granted permission to bring the claim it will proceed to a full hearing at the Administrative Court. Although there is no requirement for you to do so it is highly recommended that you seek independent legal advice before bringing forward a claim for Judicial Review.
3. If you are aggrieved by the decision of the Local Planning Authority to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment in accordance with Section 78 of the Town and Country Planning Act 1990 within six months (see para 2a below) of the date of this notice. (Appeals must be made on a form which is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN, tel. 0303 444 5000 or online at <https://www.gov.uk/appeal-planning-decision>). You must use a Planning Appeal Form when making your appeal. If requesting forms from the Planning Inspectorate, please state the appeal form you require. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that the permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements as set out in Section 78 of the Town and Country Planning Act 1990, to the provisions of the development order, and to the directions given under the order. He does not in practice refuse to entertain appeals solely because the decision by the Local Planning Authority was based on a direction given by him. Appeals- new time rules. Appeals relating to applications made to the Local Planning Authority on, or after, 5th September 2003 must be made within six months of the date of this notice.
4. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application then, you must do so in accordance with the guidance found using the following link <https://www.gov.uk/appeal-enforcement-notice>.
5. If permission to develop land is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
6. In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
7. This permission covers only consent under the Town and Country Planning Acts and does not give permission to demolish a Listed Building, for which separate consent is required. Amongst other things the consent of the Council of the district in which the land is situated may be required under the Building Regulations and if the proposals affect land within the limits of the highway (that is between the highway fences or hedges) the separate consent of the Highway Authority may also be required. Steps to obtain the necessary further consents should be taken before proceeding with the development.

SHOPS, OFFICES, FACTORIES, EDUCATIONAL BUILDINGS & BUILDINGS TO WHICH THE PUBLIC ARE TO BE ADMITTED : ACCESS AND PROVISION FOR THE DISABLED PERSONS

1. The Local Planning Authority is required to bring to your attention the requirements of the Disabled Persons 1981, Building Regulations 1991 "Access and facilities for Disabled People" document M and the Chronically Sick & Disabled Act 1970 (as amended 1976) (Sections 4.7.8 and 8A) requiring the provision of access facilities, car parking and toilets for the disabled and the provision of signing indicating what provision has been made for disabled persons within the building. Your attention is also drawn to the Code of Practice B.S 5619 "Design of Housing for the convenience of Disabled People", 1978 and Code of Practice, B.S. 5810 : 1979, "Access for the Disabled to buildings" available from the British Standards Institution, 2 Park Street, London W1A 2BS. (Tel 071-629-9000) and (in so far as educational buildings are concerned), to Design Note 18 "Access for the Physically Disabled to Educational Buildings."
2. The buildings to which these requirements apply are :-
 - a) Buildings to which the public are to be admitted to which Section 4 of the Chronically Sick & Disabled Act 1970 (as amended 1976) applies.
 - b) Offices, Shops & Railway Premises as defined in the Offices, Shops & Railway Premises Act 1963 or premises deemed to fall within the Act.
 - c) Factories as defined by Section 175 of the Factories Act 1961.
Educational Buildings as defined by Section 29B of the Disabled Persons Act 1981.

PPNOTES (02/07/2014)



Hinckley & Bosworth
Borough Council

Start Notice

Important Information – Please keep this with your decision notice

Please read the above decision notice carefully and ensure that you understand and comply with the requirements of any planning conditions imposed.

If you require any further information about why a particular planning condition has been imposed or in respect of what information is needed to discharge your condition please contact the case officer who will be happy to advise of the requirements and information required.

We carry out a programme of site monitoring to check compliance with conditions in order to proactively manage the development and to ensure development is carried out in accordance with the planning permission granted.

Please ensure that any application for the discharge of pre-commencement conditions are carried out in a timely manner as this may take up to 8 weeks depending on the requirements of the condition. Please also be aware there is a charge to discharge conditions per request which means you can discharge conditions individually or group details together as a single request to discharge multiple planning conditions. The fee for discharging these pre-commence conditions, can be found on the [planning portal](#).

We would be grateful if you could email the development address and application reference number with your contact details and the intended start date by email to planning@hinckley-bosworth.gov.uk or complete the form on the reverse.

Hinckley & Bosworth Borough Council
Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR
TEL: 01455 238141 EMAIL: planning@hinckley-bosworth.gov.uk



**Hinckley & Bosworth
Borough Council**

Development Details

Planning application ref:	24/01066/FUL
Proposal:	Erection of 18 dwellings with associated access, car parking, landscaping and drainage
Site Location:	Land West Of Westfield Avenue Earl Shilton Leicestershire

Date when work is intended to start:	
Have all pre-commencement conditions been discharged?	
Signed:	Print Name:

Your contact details (or attach letterhead/business card):

Name:	
Address:	
Telephone:	
Mobile:	
Email:	

Hinckley & Bosworth Borough Council
Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR
TEL: 01455 238141 EMAIL: planning@hinckley-bosworth.gov.uk



