

DATED

01 July

2026

F P MCCANN GROUP LIMITED

- and -

TARMAC TRADING LIMITED

- and -

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

- and -

LEICESTERSHIRE COUNTY COUNCIL

SECTION 106 AGREEMENT

PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to land at Brascote Lane, Cadeby, Nuneaton, Leicestershire, CV13 0BB

Planning Application: 25/00306/FUL

Anthony Collins
solicitors

THIS DEED is made the 01 day of July Two Thousand and Twenty Six

BETWEEN:

- (1) **F P MCCANN GROUP LIMITED** (N.I. Co. Regn. No. NI638170) of Knockloughrim Quarry 3 Drumard Road Magherafelt Londonderry BT45 8QA ("the Owner");
- (2) **TARMAC TRADING LIMITED** (Co. Regn. No 00453791) of Ground Floor T3 Trinity Park, Bickenhill Lane, Solihull, Birmingham B37 7ES ("the Mortgagee");
- (3) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of County Offices, Hinkley Hub, Rugby Road, Hinkley, Leicestershire, LE10 0FR ("the Borough Council"); and
- (4) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall Glenfield Leicester LE3 8RA ("the County Council").

RECITALS:

- (A) The Borough Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- (B) The County Council is the local highway authority for the area in which the Site is situated.
- (C) The Borough Council and the County Council are both Principal Councils within the meaning of the Local Government Act 1972 (as amended) and the obligations contained herein are enforceable by the Borough Council and the County Council in respect of the obligations owed to each of them.
- (D) The Owner has a freehold interest in the Site registered at HM Land Registry under title number LT222553, LT347762, LT365385, LT125241 and LT535365 free from encumbrances.
- (E) The Mortgagee is the proprietor of a registered charge dated 19th August 2021 over that part of the Site comprised within title number LT535365.
- (F) The Owner has made the Planning Application and is proposing to carry out the Development.
- (G) The Borough Council resolved pursuant to delegated powers that Planning Permission should be granted for the Development subject to the prior completion of this deed.

NOW THIS DEED WITNESSES AS FOLLOWS

1. INTERPRETATION

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

1990 Act the Town and Country Planning Act 1990 (as amended).

Base Rate the base lending rate of Barclays Bank Plc.

Biodiversity Gain Land the sum of £5,360.00 (five thousand, three hundred and sixty pounds) Index Linked to be paid by the Owner to the Borough Council under clause 6 of Schedule 1 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 for the purpose of achieving the Biodiversity Net Gain.

Commencement Date the date Development Commences.

Commencement of Development the carrying out in relation to the Development of any material operation as defined by section 56(4) of the 1990 Act but disregarding for the purposes of this deed, and for no other purpose, the following operations:

- (a) demolition works;
- (b) site clearance;
- (c) ground investigations;
- (d) site survey works;
- (e) temporary access construction works;
- (f) archaeological investigation; and
- (g) erection of any fences and hoardings around the Site.

and "Commenced" and "Commences" shall be construed accordingly.

County Council Costs Contribution	Monitoring	the sum of £300.00 (three hundred pounds) or 0.5% of the value of any contribution due under this deed to the County Council per obligation the greater amount payable towards the County Council's costs of monitoring compliance with the obligations contained within this deed.
Development		the development of the Site being the erection of a pipe manufacturing facility with associated storage.
Default Interest Rate		4% per annum above the Base Rate.
Employee		any one of the 60 (sixty) full time equivalent employees who are employed by the Owner at the Site who has commenced employment at the Development within the first 12 (twelve) months since the first Occupation of the Development.
Index		for the Travel Pack Contribution means the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the County Council and the Owner shall agree or in default of agreement such Index as shall be determined by an arbitrator appointed by the President of the RICS for the purposes of this deed in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs and for the Biodiversity Gain Land Monitoring Contribution means the Retail Prices Index or in the event of discontinuance any replacement thereof or such alternative index as may be

	proposed by the Owner and agreed by the Borough Council.
Index Linked	increased in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where: A is the figure for the Index that applied immediately preceding the date the payment is due; and B is the figure for the Index that applied when the index was last published before the date of this deed.
Occupation	the first occupation of the Development for the purposes permitted by the Planning Permission but not including occupation by persons engaged in construction, fitting out, or decoration, or occupation in relation to security operations during construction.
Plan	the plan appended to this deed at Appendix 1.
Planning Application	an application for Planning Permission registered by the Borough Council under reference number 25/00306/FUL.
Planning Permission	the planning permission to be granted by the Borough Council in respect of the Planning Application.
Site	the land situated at Brascote Lane, Cadeby, Nuneaton, Leicestershire, CV13 0BB edged red on the Plan.
Travel Pack	a pack providing information on public transport and other means of sustainable travel to and from the Development other than by private car including produced by the Owner and approved

by the County Council acting reasonably (or in the alternative provided by the County Council following receipt of the Travel Pack Contribution) and reference to "Travel Packs" shall be construed accordingly.

Travel Pack Contribution

the sum of £3,171.00 (three thousand one hundred and seventy one pounds) Index Linked representing a cost of £52.85 (fifty two pounds and eighty five pence) Index Linked per Employee to be paid by the Owner to the County Council in the event that the County Council provides Travel Packs to each Employee.

VAT

value added tax chargeable under the Value Added Tax Act 1994 (as amended) 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.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors in title to that party and to anyone deriving title through or under that party and permitted assigns and in the case of the Borough Council and/or the County Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written excludes faxes.
- 1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the term(s) including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the 1990 Act, section 111 of the Local Government Act 1972 (as amended), section 1 of the Localism Act 2011 (as amended) and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by that person in the Site and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Borough Council and the County Council in accordance with section 106 of the 1990 Act.

3. CONDITIONALITY

With the exception of clauses 10, 11, 12, 14, 15, 16, 19, 20, 21 and 22 and paragraph 1.1 of Part 1 of Schedule 2 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

4. COVENANTS TO THE BOROUGH COUNCIL AND THE COUNTY COUNCIL

4.1 The Owner covenants with the Borough Council to:

- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1 so as to bind its interest in the Site; and
- (b) give at least ten (10) Working Days written notice to the Borough Council of the intended Commencement Date.

4.2 The Owner covenants with the County Council to:

- (a) observe and perform the covenants, restrictions and obligations contained in Part 1 of Schedule 2; and
- (b) give at least ten (10) Working Days' written notice to the County Council of the intended Commencement Date.

5. COVENANTS BY THE BOROUGH COUNCIL AND THE COUNTY COUNCIL

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

5.2 The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Part 2 of Schedule 2.

6. INDEXATION

All financial contributions payable to the Borough Council and/or the County Council (save where expressed otherwise) will be Index Linked.

7. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Site, except in respect of any breach subsisting before parting with that interest.

8. DETERMINATION OF DEED

The obligations in this deed (with the exception of clauses 10, 11, 12, 14, 15, 16, 19, 20, 21 and 22 and paragraph 1.1 of Part 1 of Schedule 2) shall cease to have effect if, before the Commencement of Development, the Planning Permission:

- (a) expires;

- (b) is varied or revoked other than at the Owner's request; or
- (c) is quashed following a successful legal challenge.

9. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Borough Council.

10. COSTS

- 10.1 The Owner shall pay to the Borough Council on or before the date of this deed the Borough Council's reasonable and proper legal costs together with all properly incurred and vouched disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.
- 10.2 The Owner shall pay to the County Council on the execution of this deed the County Council's reasonable and proper legal costs together with all properly incurred and vouched disbursements incurred in connection with the preparation, negotiation and completion of this deed.

11. INTEREST ON LATE PAYMENT

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

12. OWNERSHIP

- 12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.
- 12.2 The Owner will give to the Borough Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site including:
 - 12.2.1 the details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of 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 or usual address if not);

12.2.2 the name and address of the person to whom the disposition was made;
and

12.2.3 the nature and extent of the interest disposed of, including a plan.

13. CANCELLATION OF ENTRIES

13.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Borough Council's and the County Council's reasonable and proper costs), the Borough Council and the County Council shall issue a written confirmation of that performance or discharge.

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

14. DISPUTES

14.1 In the event of any dispute or difference arising between the parties to this deed in respect of any matter contained in this deed including in the event of any refusal or approval required pursuant to this deed or in the event of a delay of more than 2 (two) months in providing such approval following written submission of a request for such approval such dispute or difference or refusal or delay shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to this deed in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 14.1 or as to the appropriateness of the professional body then such question may be referred by any of the parties to this deed 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 the parties to this deed 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 to the dispute in equal shares.

14.3 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 (twenty-eight) Working Days after the conclusion of any hearing that takes place or 28 (twenty-eight) Working Days after he has received any file or written representation.

14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 (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 10 (ten) Working Days.

14.5 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.

15. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed fetters or restricts the Borough Council's and the County Council's statutory rights, powers, discretions and responsibilities.

16. WAIVER

No failure or delay by the Borough Council and/or the County Council to exercise any right or remedy provided under this deed constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

17. FUTURE PERMISSIONS

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

18. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Borough Council in the exercise of any other statutory function.

19. NOTICES

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

- (a) delivered by hand; or
- (b) sent by pre-paid first-class post or other next Working Day delivery service.

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

- (a) to the Borough Council at the address identified at the beginning of this deed marked for the attention of the Head of Planning and Regeneration;
- (b) to the County Council at the address identified at the beginning of this deed and marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department;
- (c) to the Owner at Knockloughrim Quarry 3 Drumard Road Magherafelt Londonderry BT45 8QA marked for the attention of Paul Hamill; and
- (d) as otherwise specified by the relevant party by notice in writing to each other party.

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

- (a) if delivered by hand, on signature of a delivery receipt provided that, if delivery occurs:
 - (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and
 - (ii) if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.

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

20. THIRD PARTY RIGHTS

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

21. VALUE ADDED TAX

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

21.2 If any VAT is at any time chargeable on any supply made by the Borough Council or the County Council under or pursuant to this deed, the Owner shall pay the Borough Council or the County Council (as the case may be) an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

22. GOVERNING LAW

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

23. MORTGAGEE CONSENT

The Mortgagee hereby consents to the Owner entering into this deed and acknowledges that from the date hereof the Site shall be bound by the planning obligations restrictions and undertakings contained herein and if the Mortgagee becomes mortgagee in possession of the Site or any part thereof it shall be bound by the provisions of this deed as if it were a person deriving title from the Owner and the Mortgagee further agrees that it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this deed.

SCHEDULE 1
BIODIVERSITY NET GAIN

1. INTERPRETATION

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

Agreement Expiry Date	a date which is the expiration of the period of thirty (30) years following the Completion Date.
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	an increase in Biodiversity Units resulting from implementing and carrying out the Habitat Management and Monitoring Plan (as measured using the Biodiversity Metric) that can be allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the 1990 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 Creation and Enhancement Works	the habitat creation and enhancement works set out in the BNG Plan (excluding any management or monitoring activities).
Habitat Management and Monitoring Plan or HMMP	means the approved document titled 'Habitat Management and Monitoring Plan' at Appendix 2 which contains written narrative and spatial mapping details for Biodiversity Net Gain.
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.

2. IMPLEMENTATION OF THE HABITAT CREATION AND ENHANCEMENT WORKS

2.1 The Owner covenants to:

- (a) complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan;
- (b) 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) promptly rectify any defects in the Habitat Creation and Enhancement Works identified by the Borough Council under paragraph 7.2(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) upon receiving the Certificate of Completion from the Borough Council, to maintain the Site in accordance with the BNG Plan for a period of not less than 30 years from the Completion Date.
- (e) provide a Monitoring Report to the Borough Council within 20 (twenty) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan.

3. HABITAT MANAGEMENT AND MONITORING PLAN

3.1 The Owner covenants to notify the Borough Council of any requested amendment to the Habitat Management and Monitoring Plan, such notice to include:

- (a) the proposed amended Habitat Management and Monitoring Plan;
- (b) a statement of reasons for such amendment; and
- (c) confirmation (with reasons) that the amendment would not prejudice:
 - (i) the use or management of the Site in a manner consistent with its function to deliver Biodiversity Net Gain; and
 - (ii) the continued functioning of the Site for Biodiversity Net Gain.

4. BIODIVERSITY GAIN LAND MONITORING CONTRIBUTION

4.1 The Owner covenants to pay the Biodiversity Gain Land Monitoring Contribution to the Borough Council prior to the Commencement of Development.

4.2 The Borough Council covenants to use the Biodiversity Gain Land Monitoring Contribution for its intended purpose and not for any other purpose.

5. INSPECTION

5.1 From the Commencement Date, the Owner covenants to allow the Borough Council, its agents, and contractors with or without workmen and equipment to:

- (a) enter onto the Site at all reasonable times and reasonable notice (save where entry is required urgently or in an emergency) to monitor compliance with:
 - (i) the obligations in this deed;
 - (ii) any Breach Notice; and
 - (b) pass and repass across any land in the Owner's control which is necessary to gain access to for the purpose of accessing the in accordance with paragraph 7.1(a).
- 5.2 The Borough Council covenants to give not less than 10 Working Days' notice to the Owner of its intention to access the Site for the purposes of inspection to ascertain the Owner's compliance with its covenants under this deed or a Breach Notice.
- 5.3 The Borough Council covenants to:
- (a) inspect the Habitat Creation and Enhancement Works within 30 Working Days following receipt of the Completion Date Notice;
 - (b) to do the following where Habitat Creation and Enhancement Works are inspected under sub-paragraph (a):
 - (i) promptly issue a Certificate of Completion if the Habitat Creation and Enhancement Works if the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Borough Council; or
 - (ii) promptly notify the Owner of any defects, if the Borough Council determines that the Habitat Creation and Enhancement Works have not been completed;
 - (iii) where the Owner issues a subsequent Completion Date Notice, re-inspect the Habitat Creation and Enhancement Works under paragraph 7.3(a) of this Schedule and to comply with paragraph 7.3(b) of this Schedule until it issues the Certificate of Completion;
 - (iv) to use reasonable endeavours to minimise disruption to the Site and or to the Habitat Creation and Enhancement Works and, where any material damage is caused by the Borough Council in the exercise of its inspection rights, to make good such damage as soon as reasonably practicable.

6. ENFORCEMENT

- 6.1 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.
- 6.2 The Borough Council covenants, where it serves a Breach Notice, it may notify the Owner of any extension of time specified in the Breach Notice as it considers appropriate (in its absolute discretion).
- 6.3 The Borough Council covenants, where the Owner does not comply with the time limits specified in the Breach Notice 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 clause; and
 - (d) issue to the Owner a full breakdown of the time spent and reasonable and proper costs incurred in exercising its step-in rights under this clause.
- 6.4 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 (or such additional period as the Borough Council may agree in writing):
 - (i) the steps required to remedy the breach; and
 - (ii) if applicable, any remedial works; and
 - (f) remedy the breach within the time period specified in the Breach Notice in accordance with the details agreed under sub-paragraph (a) subject at all times to the proviso in 6.3 (a) to (c)
- 6.5 The Owner covenants 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 and upon reasonable notice (save where entry is required urgently or in an emergency) to carry out works reasonably

necessary to comply with the requirement of the Breach Notice (a) subject at all times to the proviso in 6.3 (a) to (c)

- 6.6 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 clause 8.5 within 20 Working Days of a notice requesting payment.

SCHEDULE 2

COUNTY COUNCIL OBLIGATIONS

PART 1

1. COVENANTS TO THE COUNTY COUNCIL

Travel Packs

1.1 The Owner covenants with the County Council that prior to Commencement of Development it shall elect in writing to the County Council to EITHER:

1.1.1 pay the Travel Pack Contribution to the County Council prior to first Occupation of the Development and not to Occupy the Development until the Travel Pack Contribution has been paid to the County Council; or

1.1.2 deliver one Travel Pack (having submitted it in draft form to the County Council prior to Commencement of Development and had it approved in writing by the County Council accordingly) directly to each Employee AND to comply with paragraph 1.3 below.

1.2 In the event that the Owner elects to pay the Travel Pack Contribution to the County Council pursuant to paragraph 1.1.1 above, or it is obliged to pay the Travel Pack Contribution to the County Council pursuant to paragraph 1.3.2 below, then the Owner covenants with the County Council to pay to the County Council the Travel Pack Contribution prior to Occupation of the Development.

1.3 In the event that the Owner elects to provide the Travel Packs itself pursuant to paragraph 1.1.2 above then the Owner covenants with the County Council as follows:

1.3.1 to submit a sample Travel Pack to the County Council together with the County Council's administration fee of £500.00 (five hundred pounds) for approval in writing and not to allow Occupation of the Development until such approval has been given (such approval not to be unreasonably withheld or delayed);

1.3.2 to deliver one Travel Pack directly to each Employee and FOR THE AVOIDANCE OF DOUBT if the County Council has not approved the Travel Pack prior to first Occupation of the Development then the Owner shall pay the Travel Pack Contribution to the County Council prior to first Occupation of the Development and the provisions of paragraph 1.2 above shall instead apply; and

1.3.3 to supply to the County Council at the following intervals details of the Travel Packs supplied to the Employees within the preceding 6 (six) month period:

1.3.1.1 6 (six) months following first Occupation of the Development; and

1.3.1.2 12 (twelve) months following first Occupation of the Development.

Notifications

1.4 The Owner covenants with the County Council to give the County Council no less than 5 (five) Working Days' notice of first Occupation of the Development.

County Council Monitoring Costs Contribution

1.5 The Owner covenants with the County Council to pay the County Council Monitoring Costs Contribution to the County Council prior to Occupation of the Development and not to Occupy the Development until the County Council Monitoring Costs Contribution has been paid to the County Council.

PART 2

2 COVENANTS TO THE OWNER

The County Council covenants with the Owner that on payment of the Travel Pack Contribution by the Owner under paragraph 1.2 above the County Council shall produce and distribute the Travel Packs to Employees.

IN WITNESS whereof this deed has been duly executed as a deed by all the parties hereto the day and year first before written

EXECUTED as a DEED

BY FP McCANN LIMITED BY


Joan McCann

DIRECTOR:

WITNESS:

Name Connor Jennings Jennings

Occupation Engineer

Address Brascote Lane, Cadeby

Name Kellie Dolman - Kuddamon.

Occupation Sales Admin.

Address Brascote Lane, Cadeby.

EXECUTED as a DEED by

TARMAC TRADING LIMITED

acting by a director in the presence of a witness

Director: ☒ *James O'Callaghan*

DEVIS O'CALLAGHAN

Witness signature: ☒ *Mooney*

Witness name: ☒ MARIANN MOONEY

Witness address: Ground Floor T3 Trinity Park,
Bickenhill Lane, Birmingham,
United Kingdom, B37 7ES

Witness occupation: ☒ *Co-ordinator*

THE COMMON SEAL of

THE COUNCIL OF THE BOROUGH OF

HINCKLEY AND BOSWORTH

was hereunto affixed in the presence of: -

JUSTY

Authorised signatory



THE COMMON SEAL of LEICESTERSHIRE

COUNTY COUNCIL was hereunto

affixed in the presence of: -

John Self

Authorised Signatory



APPENDIX 1

The Plan





LEGEND

- Application Site Boundary
- Other Land Under the Control of the Applicant
- Contours & Spot Heights

Paul O'Callaghan
Seen

John Smith
13/2/26

KEDD Limited

PROJECT:
FP McCann: Proposed Pipe Factory

TITLE:
Current Situation

REF NO:
KD.FPPF.1.D.002

DATE:
March 2025

SCALE:
1:3,000 @ A3

STATUS:
FINAL

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APPENDIX 2

Habitat Management and Monitoring Plan

Penny O'Ellen

Habitat Management and Monitoring Plan

Site Name:	Cadeby Pipe Factory, Leicestershire
Date:	03/02/2026
Version:	2.0



Author:

John Styles

Client:

MC
fpmccann

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Version Control

The version control is used for updates to the content. Record the initial version and further version control details in this table each time the management plan is altered throughout the management and monitoring period.

Version	Issue Status	Prepared by / Date	Approved by / Date
1.0	For client comment	Joshua Styles 2 nd February 2026	Joshua Styles 3 rd February 2026
2.0	For issue	Joshua Styles 9 th February 2026	Joe Edinborough 10 th February 2026

Document Details

Authorship Details

Heatons is the trading name of Heaton Planning Ltd.

This report pertains to these results only; recommendations included within this report are the professional opinion of an experienced ecologist and therefore the view of Heatons.

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1. Project Background

Site Overview PB-B01	
Project type	On-site
Development Name and Address	Cadeby Pipe Factory, Leicestershire
BNG Project Name and Address	Cadeby Pipe Factory, Leicestershire
Author Organisation	Joshua Styles MSc AMRSB MCIEEM on behalf of Heatons
Landowner	F.P.McCann Ltd
Land Manager	Paul Hamill
Responsible person/organisation for creating or enhancing the habitat	Paul Hamill
Period covered by this management plan	June 2026 – June 2056
Planning authority	Hinckley and Bosworth Borough Council
Planning reference (if applicable)	25/00306/FUL
BNG register reference (if applicable)	N/A – site works confined to on-site areas
Central OS grid reference	SK 43103 02190
Metric revision/title	Cadeby_Statutory_Biodiversity_Metric_V2.xlsm
Are any Irreplaceable Habitats present onsite	Yes: ☐ No: ☒

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02
The total site area equates to 13.79ha (2 d.p) and features: - 9.98ha of modified grassland in poor condition. Of 9.98ha, 0.57ha shall be enhanced to other neutral grassland in moderate condition and an additional 1.72ha shall be enhanced to other neutral grassland in good condition; - 1.66ha of other neutral grassland in poor condition, of which 0.06ha shall be retained and 0.25ha enhanced to other neutral grassland in good condition; - 0.24ha of other neutral grassland in moderate condition; - 0.056ha of wetland vegetation (classified as lowland fen in the associated PEA and BNG on a precautionary, worst case scenario basis) in moderate condition which shall be retained in full; - 0.016ha mixed scrub in poor condition, of which 0.01ha shall be retained; - 0.3ha bramble scrub, of which 0.04ha shall be retained; - Five medium and one large rural trees in moderate condition which shall be retained in full; - 1.43ha developed land; sealed surface which shall be retained; - 0.35km native hedgerow with trees in good condition which shall be retained in full; - 0.42km native hedgerow with trees in moderate condition, of which 0.41km shall be retained; - 0.15km native hedgerow in good condition which shall be retained in full; - 0.35km native hedgerow in moderate condition, of which 0.33km shall be retained; - 0.18km native hedge with trees and associated bank/ditch in moderate condition which shall be retained in full; - 0.46km native hedge with trees and associated bank/ditch in poor condition, of which 0.45km shall be enhanced to moderate condition; - 0.44km native hedge with associated bank/ditch in poor condition which shall be enhanced in its entirety to moderate condition; - 0.07km line of trees in moderate condition, of which 0.05km shall be retained; - 0.02km line of trees in poor condition which shall be retained in full; - 0.67km ditch in poor condition, of which 0.54km shall be retained. In addition to the above, baseline habitats which shall not be retained / enhanced shall be lost to facilitate the creation of 7.92ha developed land; sealed surface, 0.18ha mixed scrub in good condition and 0.29ha in moderate condition, 0.35ha other neutral grassland in good condition, 0.46ha priority pond in moderate condition and 0.35ha reedbed in moderate condition. Accompanying area habitats also includes proposals for the creation of 0.18km native hedgerow in moderate condition, 0.13km ditch in good condition and 0.01km culvert in poor condition.

Contents		Project Background		Planned Management Activities		Monitoring Schedule	
CADEBY PIPE FACTORY, LEICESTERSHIRE							
PAGE 3				BIODIVERSITY NET GAIN - HABITAT MANAGEMENT AND MONITORING PLAN			
Timescales for Actions PB-B03		Monitoring Requirements PB-B04		Required Consents and Licences PB-B05		Legal Agreement PB-B07	
Habitat works associated with enhancement and creation are projected to be completed by June 2026. Following implementation, ongoing management of on-site habitats shall be the responsibility of the landowner. Newly enhanced and created habitats shall be monitored for compliance by a suitably qualified, FISC Level 4 or above ecologist. This will be done, as a minimum, once annually between years 1-5 and once every five years following, as required.		Newly enhanced and created habitats shall be monitored through completion of quadrat survey, whereby a minimum of five representative quadrat samples shall be deployed per distinct grassland parcel on site. Species indicator data may be gathered in the form of species lists during site survey to assist characterisation of habitat type. Other area habitats shall be monitored through walkover survey, coupled with the compilation of species lists as appropriate. Hedgerows shall be monitored through visual inspection coupled with transect survey to ensure adequate richness of woody species across representative 30 metre stretches per hedge. All habitats shall have notes taken during survey to allow completion of condition assessment.		The Ecology consultation response for the proposed works (25/00306/FUL, Ecology response) dated 17th October 2025, listed the production of a Habitat Management and Monitoring Plan as a recommended condition prior to commencement of works. “A Habitat Management and Monitoring Plan (HMMMP) for significant on-site enhancements, prepared in accordance with the approved Biodiversity Gain Plan, shall be submitted to, and approved in writing by the local authority, prior to commencement of development, including: a) the roles and responsibilities of the people or organisation(s) delivering the HMMMP; b) the planned habitat creation and enhancement works to create or improve habitat to achieve the on-site significant enhancements in accordance with the approved Biodiversity Gain Plan; c) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development; d) the monitoring methodology in respect of the created or enhanced habitat to be submitted to the local planning authority; and e) details of the content of monitoring reports to be submitted to the LPA including details of adaptive management which will be undertaken to ensure the aims and objectives of the Biodiversity Gain Plan are achieved. Notice in writing shall be given to the Council when the:		The client shall ensure all costs, including those for an ecological subcontractor/s for habitat creation, implementation and management, and those for an ecologist during monitoring, are covered. Where, at any point, this responsibility is passed on from the client to a third party, the Local Planning Authority/responsible body shall be informed and that third party shall henceforth carry such responsibility. This HMMMP shall be accompanied by a s.106 agreement/conservation covenant issued by the responsible body upon agreement with the client.	



Phasing strategy

Will the proposed work measures be delivered in phases? PB-B08
Yes: ☐ No: ☐

Project implementation, including initial habitat works, shall be undertaken over 2026 in one single continuous phase until a projected completion date of June 2026.

All created and enhanced habitats shall be monitored once annually between years 1-5 and every five years henceforth, ending June 2056. Where the establishment of any habitat or important constituent species therein fails, the need for re-establishment and/or other ameliorative measures required shall be highlighted within any monitoring summary.

Monitoring shall be undertaken by a suitably qualified ecologist who is minimum FISC Level 4, and audited accordingly, with subsequent monitoring outcomes transposed to the Local Authority/responsible body as appropriate.

Roles and Responsibilities

Provide details of the responsible persons and organisation(s) for delivering this management plan.

Ecologist or Other Professional Responsible for HMMP PB-B09				
Name or Initials		Joshua Styles MSc AMRSB MCIEEM		
Organisation		Heatons		
Responsibility	Start Date:	02/02/2026	End Date:	N/A – see below.

The responsibility of this HMMP will be passed on to an appropriate, suitably qualified FISC Level 4 or above ecologist following implementation as required. As such, once an ecological subcontractor is procured, the responsibility of this HMMP shall then pass on to them.

Statement of Competency

This HMMP was authored by Joshua Styles MSc AMRSB MCIEEM FISC Level 6, Principal Ecologist. Joshua has over 9 years' commercial consultancy experience. He has led on a large range of projects nationally and acted as a technical authority for both Mott MacDonald and AtkinsRealis in his previous roles. He sits on a range of professional committees in an advisory capacity, including the Greater Manchester Reintroduction Committee, alongside the CIEEM north-west and ecological restoration committees as examples.

Landowner or Land Manager PB-B10

Name or Initials		Paul Hamill		
Organisation		F.P. McCann Ltd		
Responsibility	Start Date:	June 2026	End Date:	June 2056

Paul Hamill, on behalf of F.P. McCann Ltd, shall be responsible for the procurement of relevant subcontractors in order to implement habitat enhancement and creation, coupled with ongoing management and monitoring needs of agreed area and linear habitats.

Management Organisation(s) Responsible for Implementing the HMMP PB-B11

Name or Initials		N/A – landowner to be responsible for procurement of appropriate subcontractors as appropriate.		
Organisation				
Responsibility	Start Date:		End Date:	

Statement of Competency

LPA or Responsible Body for Reviewing HMMP PB-B12		N/A		
Name or Initials				
Organisation		Hinckley and Bosworth Borough Council		
Responsibility	Start Date:	June 2026	End Date:	June 2056

Monitor the agreement to make sure the landowner / land manager meets their obligations detailed within this report. This will be done by reviewing the regular monitoring reports and/or auditing of the site itself.

Land Use Summary

Overview of Baseline Site Use PB-B13

The site as existing approximates to a total area of 13.79ha (2 d.p) which features the following habitats:

- 9.98ha of modified grassland in poor condition;
- 1.66ha of other neutral grassland in poor condition;
- 0.24ha of other neutral grassland in moderate condition;
- 0.056ha of wetland vegetation in moderate condition;
- 0.016ha mixed scrub in poor condition;
- 0.3ha bramble scrub;
- Five medium and one large rural trees in moderate condition;
- 1.43ha developed land; sealed surface;
- 0.35km native hedgerow with trees in good condition;
- 0.42km native hedgerow with trees in moderate condition;
- 0.15km native hedgerow in good condition;
- 0.35km native hedgerow in moderate condition;
- 0.18km native hedge with trees and associated bank/ditch in moderate condition;
- 0.46km native hedge with trees and associated bank/ditch in poor condition;
- 0.44km native hedge with associated bank/ditch in poor condition;
- 0.07km line of trees in moderate condition;
- 0.02km line of trees in poor condition; and
- 0.67km ditch in poor condition.

Overview of Proposed Site Use PB-B14

The proposed site area shall facilitate the enhancement and creation of a range of habitat types, of which other neutral grassland, pond and mixed scrub feature prominently alongside developed land; sealed surface which shall cover the single largest area.

Enhanced grassland shall be enhanced from modified grassland and in condition via an adjusted management regime of cut and collect whereby grasslands are cut with arisings removed off-site at least twice between the period August-October and January-February. This will be coupled with overseeding with fresh yellow rattle seed alongside an appropriate seed mix containing key associates of National Vegetation Classification MG5 *Cynosurus – Centaurea* grassland as a means of improving species richness while reducing graminoid vigour and abundance.

Ponds and associated wetland vegetation shall be established through digging out hollows with gently sloping margins to a maximum depth of 1.5m and, in the event that hollows do not naturally retain water, shall be lined with an impermeable clay. Margins shall be landscaped with native wetland plants, with an emphasis on common reed *Phragmites australis* to ensure reedbed may establish across margins and within the inundation zone of newly created pools.

Mixed scrub shall be created and native hedgerow to be enhanced via planting of mixed native woody species whips. For linear habitats, this would facilitate closing of existing gaps where this has resulted in reduction in condition. This, coupled with the establishment of additional undisturbed ground would facilitate positive changes in condition for linear features.

Areas of new ditch shall be created to a depth and overall profile to match existing ditches and be landscaped with native wetland species.

The projected habitats include:

- 2.32ha other neutral grassland in good, 0.57ha in moderate and 0.06ha in poor condition;
- 0.056ha wetland vegetation (lowland fen) in moderate condition;
- 0.18ha mixed scrub in good, 0.29ha in moderate and 0.01ha in poor condition;
- 0.04ha bramble scrub;
- 0.46ha priority pond in moderate condition;
- 0.35ha reedbed in moderate condition;
- Five medium and one large rural trees in moderate condition;
- 9.35ha developed land; sealed surface;
- 0.35km native hedgerow with trees in good and 0.41km in moderate condition;
- 0.15km native hedgerow in good and 0.51km in moderate condition;
- 0.63km native hedge with trees and associated bank/ditch in moderate condition;

- 0.44km native hedge with associated bank/ditch in moderate condition;
- 0.05km line of trees in moderate and 0.02km in poor condition to be retained;
- 0.13km ditch in good condition and 0.54km ditch in poor condition; and
- 0.01km culvert in poor condition.

Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01

Consider the Baseline and Environmental Information listed below. These are likely to be appropriate factors informing your proposals and project design. They can provide the reviewer with important contextual information for the management prescriptions provided later in this document. Use your professional judgement to determine which factors are relevant to your specific project.

Please use the check box to indicate which are included in your plan. For any not included, provide brief reasons why the factor is not relevant to your project using your professional judgement. Where this information is provided elsewhere, you can reference existing reports and, or, plans that have informed your decisions. For the templates for each heading see pages 3-20 of the Companion Document.

Baseline and Environmental Information	Prompts for when these may be relevant. This is not an exhaustive list. Use your professional judgement to determine which are required for your HMMP	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	N/A - no	☒	Statutory and non-statutory designated sites not present on site and unlikely to be impacted.
Protected and Notable Species	N/A - no	☒	None known – see PEA report dated July 2025 and produced by Heatons
Invasive Non-Native Species (INNS)	None known	☐	Cotoneaster observed on site during PEA site visit. Areas where this species was located are to be retained and not impacted by works.
Biological Records Plan - Sites and Species	None known	☒	N/A – the presence of designated sites not likely to pose a limitation to habitat creation / enhancement / management.
Baseline Habitats Survey	Baseline habitats information contained within BNG report	☒	BNG report contains information on baseline habitats.
Public Access	N/A - no	☒	Public access limitations not considered as a constraint to proposed operations.
Climate	N/A - no	☒	N/A – climate unlikely to influence persistence of habitats as proposed.
Geology and Topography	N/A	☒	Existing superficial deposits are appropriate to the habitats as projected and are not likely to pose a significant limitation to proposed operations.
Agricultural Land Status	N/A	☒	Habitat creation and enhancement is not only a means of enhancing habitats but is a form of agricultural land management excluding incorporation of new areas of developed land; sealed surface. Not applicable.
Soils and Substrates	N/A	☒	As above – the existing superficial deposits are likely appropriate to the habitats as projected and are not likely to pose a significant limitation to proposed operations.
Contaminated Land	N/A	☒	N/A – the presence of contaminated land is not understood to pose a significant limitation to proposed operations based upon information provided and available.
Hydrology and Drainage	Potentially applicable	☒	Not applicable for the majority of the site area, although potentially applicable in the creation of ponds and reedbed.
Flood Risk Zones	N/A	☒	Not applicable.
Landscape Character and Designations	N/A	☒	Not applicable.
Historic Land Use	N/A	☒	Not applicable.
Historic Environment and Earth Heritage	N/A	☒	No potential issues as they relate to heritage have been raised or are considered here as significant limitations to proposed operations.
Other – please specify	N/A	☒	N/A

2. Planned Management Activities		Provide the site-wide aims and objectives. These should consider the Project Background information section outlined above as well as the outcomes of the Metric.	
Management Plan Aims and Objectives PM-B01			
This HMMF outlines specific objectives relative to the management and monitoring of habitats which occur and/or are projected to occur at the site. This includes a diverse range of both area and linear habitats, especially including other neutral grassland, pond and mixed scrub which feature prominently alongside developed land; sealed surface which shall cover the single largest area within the post-developed landscape. Objectives relating to management will be achieved via the procurement of an appropriate subcontractor / equipment, which will ensure compliance with implementation and ongoing management responsibilities. Objectives relating to habitat monitoring shall be achieved via procurement of a suitably qualified, FISC Level 4 or above ecologist who shall ensure habitats are monitored, with monitoring outcomes reported to the Local Authority/responsible body through years 1-5, 10, 15, 20, 25 and 30. Implementation and management for created/enhanced grassland areas shall include: - an appropriate wildflower mix shall be obtained which contains key NVC MG5 indicators and applied in all areas where other neutral grassland creation and enhancement has been proposed at a rate of 1-3g per square metre. - freshly harvested yellow rattle seed not older than 1 year shall be obtained and introduced into all areas of created and enhanced other neutral grassland. - the introduction of cut and collect management whereby all grassland areas are cut outside of the period 1st March - 31st July, with clippings removed off-site annually at least twice. Cutting shall be undertaken once between the period August-October and again between January-February to maximise nutrient stripping and seed establishment. Implementation and management for mixed scrub shall include: - the introduction of suitable whips across areas of created mixed scrub which contain a range of native woody species whereby not one species occupies >50% of the total area. - newly introduced whips to be adequately protected by tree guards or equivalent. Implementation and management of enhanced and created hedgerow shall include: - the introduction of suitable native whips across the full lengths where gaps exist with appropriate protection measures such as tree guards as required. - the introduction of suitable native whips across areas of newly created hedgerow with adequate protection measures such as tree guards as required.			
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BIODIVERSITY NET GAIN - HABITAT MANAGEMENT AND MONITORING PLAN		Planned Management Activities	
Monitoring Schedule			

Principles Informed by Design Stage

The project's BNG target(s) should be set and documented early in the design process. Outline how background and baseline information influenced key design principles for the project from an early stage. This can provide useful context for the proposed retention, creation and enhancement measures.

Design Principles Informed by Baseline Information PM-B02

Biodiversity Net Gain undertaken by Heaton's Ltd across the area which this HMMP concerns confirms the presence of a range of habitat types, as outlined above.

A pragmatic approach to other neutral grassland establishment will be adopted, whereby their type and/or condition is established via the adoption of cut and collect management, coupled with the introduction of yellow rattle and other wildflower seed appropriate for the instatement of swards which contain appropriate forbs, many of which should be allied with NVC MG5-type grassland. While no soil testing has been undertaken in this case, species indicators for other neutral grassland such as meadow buttercup, alongside positive indicators of favourable soil nutrient status such as pleurocarpous mosses are understood to be widespread.

The strategic significance of the habitats was assessed by determining if the habitats/site/s on-site are identified within published plans, strategies or policies which are relevant to the location. Some of the habitats on-site including hedgerows and wetland have been assigned 'Location ecologically desirable but not in local strategy' as they are included within the local BAP. Other habitats, however, do not appear to have been included within the LBAP and, as such, are assigned low strategic significance ('Area / compensation not in local strategy / no local strategy').

Habitat and Condition Targets PM-T01

This table presents a summary record of what you have agreed to deliver based on the biodiversity metric. These habitat condition targets form the basis of what the management plan is setting out to achieve. Include the relevant 'Area', 'Hedgerow', and 'Watercourse' types to be implemented and managed throughout the period of 30 years or more.

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
Modified grassland	Other neutral grassland	N/A	Poor	Moderate	N/A - Standard time to target condition.	Moderate condition shall be targeted by passing condition criteria A-E as a minimum	Cut and collect management with overseeding and introduction of yellow rattle shall facilitate increases in species richness, while also promoting sward height diversification and increases in bare ground from minor disturbance associated with cutting management.
Modified grassland	Other neutral grassland	N/A	Poor	Good	N/A – Standard time to target condition.	Good condition shall be targeted by passing condition criteria A, B, C, D and F as a minimum	Cut and collect management with overseeding and introduction of yellow rattle shall facilitate increases in species richness, while also promoting sward height diversification and increases in bare ground from minor disturbance associated with cutting management.
Other neutral grassland (retained)	Other neutral grassland (retained)	N/A	Poor	Poor	N/A – Standard time to target condition	Current condition shall be maintained by failing condition criterion A.	This grassland parcel shall be subject to cut and collect management, however, shall remain in poor condition as it is an atypical example of the habitat.
Other neutral grassland	Other neutral grassland	N/A	Poor	Good	N/A – Standard time to target condition.	Good condition shall be targeted by passing condition criteria A, B, C, D and F as a minimum	Cut and collect management with overseeding and introduction of yellow rattle shall facilitate increases in species richness, while also promoting sward height diversification and increases in bare ground from minor disturbance associated with cutting management.
Other neutral grassland	Other neutral grassland	N/A	Poor	Poor	N/A – Standard time to target condition	Good condition shall be targeted by passing condition criteria A, B, C, D and F as a minimum	Cut and collect management with overseeding and introduction of yellow rattle shall facilitate increases in species richness, while also promoting sward height diversification and increases in bare ground from minor disturbance associated with cutting management.

Wetland vegetation (Lowland fen) (retained)	Wetland vegetation (Lowland fen) (retained)	N/A	Moderate	Moderate	N/A	Current condition shall be maintained by passing 3 or 4 core criteria only	Management to take the form of ad hoc cut and collect management on a five-yearly rotation to maintain tall forbs generally intolerant to frequent cutting such as meadowsweet and wild angelica
Mixed scrub (retained)	Mixed scrub (retained)	N/A	Poor	Poor	N/A	Current condition to be maintained through passing condition criteria C and D as a maximum	No management necessary
Bramble scrub (retained)	Bramble scrub (retained)	N/A	N/A	N/A	N/A	N/A	N/A – areas to be retained shall not be subject to any active management.
Rural tree (retained)	Rural tree (retained)	N/A	Moderate	Moderate	N/A	Trees to be retained shall not be subject to any change in condition	N/A – areas to be retained with individual trees not subject to active management.
Developed land; sealed surface (retained)	Developed land; sealed surface (retained)	N/A	N/A	N/A	N/A	N/A	N/A – areas to be retained shall not be subject to any active management.
Various	Developed land; sealed surface	N/A	N/A	N/A	N/A	N/A	N/A – areas of new developed land to not be subject to any active conservation land management.
Various	Mixed scrub	N/A	N/A	Good	N/A	Good condition shall be targeted by passing condition criteria A, B, C, D and E as a minimum	Ad hoc management may be necessary to maintain/open clearings/glades and promote regeneration as required following establishment.
Various	Mixed scrub	N/A	N/A	Moderate	N/A	Moderate condition shall be targeted by passing criteria A, C, and D as a minimum	No management strictly necessary.
Various	Other neutral grassland	N/A	N/A	Good	N/A	Good condition shall be targeted by passing condition criteria A, B, C, D and F as a minimum	Cut and collect management with overseeding and introduction of yellow rattle shall facilitate increases in species richness, while also promoting sward height diversification and increases in bare ground from minor

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BIODIVERSITY NET GAIN - HABITAT MANAGEMENT AND MONITORING PLAN							
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disturbance associated with cutting management.							
Various	Priority pond	N/A	N/A	Moderate	N/A	Moderate condition shall be targeted by passing condition criteria A, B, C, F, G and I as a minimum	Management to include ad hoc scrub clearance as required.
Various	Reedbed	N/A	N/A	Moderate	N/A	Moderate condition shall be targeted through passing condition criteria A, B, D, F and I as a minimum	Management to include ad hoc cut and collect of common reed on a once every two year rotation to improve structural diversity of the developed habitat.
Native hedgerow with trees (retained)	Native hedgerow with trees (retained)	N/A	N/A	Good -	N/A	Existing areas of native hedgerow with trees to be maintained alongside condition	Ad hoc cutting to be undertaken as required to manage and maintain hedges.
Native hedgerow (retained)	Native hedgerow (retained)	N/A	N/A	Good -	N/A	Existing areas of native hedgerow to be maintained alongside condition	Ad hoc cutting to be undertaken as required to manage and maintain hedges.
Various	Native hedgerow	N/A	N/A	Moderate	N/A	Newly established areas of hedgerow to have no more than 4 condition criterion failures in total and no more than one failure in a functional group.	Management to consist of ad hoc cutting as required to maintain hedges.
Native hedgerow with trees and associated bank/ditch (retained)	Native hedgerow with trees and associated bank/ditch (retained)	N/A	N/A	Moderate	N/A	Existing areas of native hedgerow with trees and associated bank/ditch to be maintained alongside condition	Ad hoc cutting to be undertaken as required to manage and maintain hedges.
Native hedgerow with trees and associated bank/ditch	Native hedgerow with trees and associated bank/ditch	N/A	Poor	Moderate	N/A	Existing areas of native hedgerow with trees and associated bank/ditch to be enhanced through gap infilling and creation of adjacent buffering habitat	Ad hoc cutting to be undertaken as required to manage and maintain hedges, coupled with gap infilling with native species whips.
Native hedgerow and associated bank/ditch	Native hedgerow and associated bank/ditch	N/A	Poor	Moderate	N/A	Existing areas of native hedgerow and associated bank/ditch to be enhanced through gap infilling and creation of adjacent buffering habitat	Ad hoc cutting to be undertaken as required to manage and maintain hedges, coupled with gap infilling with native species whips.
Line of trees (retained)	Line of trees (retained)	N/A	N/A	Moderate-Poor	N/A	Line of trees to be retained shall not be subject to any change in condition	N/A – areas to be retained with lines of trees not subject to active management.

Ditch (retained)	Ditch (retained)	N/A	Poor	Poor	N/A	No change in condition assumed	Ad hoc management to include cutting of vegetated embankments as required.
Various	Ditch	N/A	N/A	Good	N/A	Good condition targeted via passing all eight condition criteria	Management to include ad hoc vegetation cutting whereby cuttings are ideally collected.
Ditch	Culvert	N/A	Poor	Poor	N/A	N/A	N/A

Habitat and Condition Targets Further Comments

Assumptions around habitat condition relevant to enhancement/creation are explained above.

Creation, Enhancement and Management Targets and Prescriptions

Grassland

Action	Relevant parcels	Timing	Prescriptions
Yellow rattle introduction	Other neutral grassland	Fresh seed to be introduced between July 2026 – February 2027	Fresh yellow rattle <i>Rhinanthus minor</i> seed, harvested from the Summer of 2025, shall be procured and sown on site, ideally at a rate of between 0.5-1g per sqm. Alternatively, where this is not possible due to overall cost, yellow rattle may be established at a lower sowing rate or in pockets across grassland parcels which would reasonably enable full grassland colonisation within a period of not longer than 5 years.
Wildflower seed introduction	Other neutral grassland	Fresh seed to be introduced between June 2026 and February 2027	Fresh wildflower seed including key NVC MG5 associate species shall be obtained and applied across other neutral grassland creation and enhancement areas at a rate of 1-3g per sqm. For clarity, appropriate species shall include the following which have been adapted from the floristic tables for MG5 grassland: - crested dog’s-tail <i>Cynosurus cristatus</i>; - bird’s-foot trefoil <i>Lotus corniculatus</i>; - red clover <i>Trifolium pratense</i>; - common knapweed <i>Centaurea nigra</i>; - meadow vetchling <i>Lathyrus pratensis</i>; - oxeye daisy <i>Leucanthemum vulgare</i>; - selfheal <i>Prunella vulgaris</i>; - bulbous buttercup <i>Ranunculus bulbosus</i>; - rough hawkbit <i>Leontodon hispidus</i>; - quaking-grass <i>Briza media</i>; - cowslip <i>Primula veris</i>.
Cut and collect management	Other neutral grassland	1 st August – 31 st October 1 st January – 28 th February	All grassland areas shall be subject to a two separate cuts within the period of 1 st August to 28 th February, with the first timed between August and October and the second timed between January to February. In each case, grassland areas shall be cut and subsequent arisings removed off-site. It may be possible to donate the subsequent hay to local farmers as a byproduct of management. By undertaking two cuts, management has the potential to maximise nutrient stripping, while also benefiting key forbs at key germination periods.

Mixed scrub

Action	Relevant parcels	Timing	Prescriptions
Species introduction	N/A	1 st November 2026 – 1 st March 2027	Native mixed scrub shall consist of a range of woody species such as: - Hazel <i>Corylus avellana</i>; - Holly <i>Ilex aquifolium</i>; - Blackthorn <i>Prunus spinosa</i>; - Hawthorn <i>Crataegus monogyna</i>; and/or - Dog rose <i>Rosa canina</i> agg. Newly created mixed scrub shall include at least four of these woody species per parcel, where not one species shall dominate >50% of any one parcel area. Woody species shall be irrigated as required.

Pond and reedbed

Action	Relevant parcels	Timing	Prescriptions
Pond creation	N/A	1 st June 2026 – 1 st October 2026	Ponds shall be created in mapped areas whereby hollows shall be dug to a maximum depth of 1.5m, becoming lower towards gently sloping pond margins which shall be landscaped at a maximum angle of 20 degrees. Where dug hollows are not naturally filled with water from the water table, they shall be lined with a clay liner to ensure greater water retention year-round.
Species introduction	N/A	1 st October 2026 – 1 st March 2027	Native wetland plants shall be introduced in the form of plug plants across pond margins, whereby common reed shall constitute between 80-90% of the plugs introduced. Other appropriate wetland species to be introduced shall include: - purple loosestrife <i>Lythrum salicaria</i> - yellow loosestrife <i>Lysimachia vulgaris</i> - hemp-agrimony <i>Eupatorium cannabinum</i> - marsh cinquefoil <i>Comarum palustre</i> - branched bur-reed <i>Sparganium erectum</i> - meadowsweet <i>Filipendula ulmaria</i> - wild angelica <i>Angelica sylvestris</i>
Common reed management	N/A	1 st September – 1 st January	Once established following introduction during winter 2026-spring 2027, common reed shall be managed on rotation every two years whereby reedbed shall be cut to a height of 7-15cm, with subsequent cuttings removed off-site. This management will commence in 2029 and be undertaken every two years from here (i.e 2029, 2031, 2033, etc) until the end of the 30-year period.

Hedgerow

Action	Relevant parcels	Timing	Prescriptions
Species introduction	N/A	1 st November 2026 – 1 st March 2027	Newly created native hedgerow shall consist of at least one of the below range of woody species, while these species shall also be incorporated into enhanced lengths of hedgerow, including: - Pedunculate oak <i>Quercus robur</i>; - Downy/silver birch <i>Betula pubescens</i>/<i>B. pendula</i>; - Rowan <i>Sorbus aucuparia</i>; - Wild cherry <i>Prunus avium</i>; - Beech <i>Fagus sylvatica</i>; - Hazel <i>Corylus avellana</i>; - Holly <i>Ilex aquifolium</i>; - Blackthorn <i>Prunus spinosa</i>; - Hawthorn <i>Crataegus monogyna</i>; and/or - Dog rose <i>Rosa canina</i> agg. New native hedgerow hedgerow shall include at least one of these woody species per 30m stretch. Woody species shall be irrigated as required.
Cutting management	N/A	As required outside of the period March to August inclusive.	Hedgerow to be managed following establishment after year 4 via cutting as required.

Ditch

Action	Relevant parcels	Timing	Prescriptions
Ditch creation	N/A	1 st June 2026 – 1 st October 2026	Newly created ditch shall follow the mapped contour and match the length as inputted into the metric and agreed. It shall broadly match the depth and profile of existing ditches within the immediate surrounding landscape.
Species introduction	N/A	1 st October 2026 – 1 st March 2027	Newly created ditch to have appropriate native wetland plugs added across its length, including at least 11 of the below species per 10m of ditch length: - purple loosestrife <i>Lythrum salicaria</i> - yellow loosestrife <i>Lysimachia vulgaris</i> - hemp-agrimony <i>Eupatorium cannabinum</i> - marsh cinquefoil <i>Comarum palustre</i> - branched bur-reed <i>Sparganium erectum</i> - meadowsweet <i>Filipendula ulmaria</i> - ragged robin <i>Silene flos-cucculi</i>

Cutting management	N/A	As required outside of the period March to August inclusive.	- brooklime <i>Veronica beccabunga</i> - marsh woundwort <i>Stachys palustris</i> - marsh marigold <i>Calltha palustris</i> - yellow flag iris <i>Iris pseudacorus</i> - water mint <i>Mentha aquatica</i> - water figwort <i>Scrophularia auriculata</i> - common valerian <i>Valeriana officinalis</i> - wild angelica <i>Angelica sylvestris</i>
Ditches to be managed following establishment of bankside vegetation via cutting as required.			

Habitat Creation and Management – Risk Register and Remedial Measures PM-T02

Provide a site-wide risk register associated with creating, enhancing and, or, managing each habitat type. Consider your approach to delivering the BNG targets in case the management prescriptions do not deliver as expected.

Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
01.02.2026	Grassland	Newly planted yellow rattle failing to establish	Yellow rattle does not occur across >95% of the total grassland area and/or is confined to only one part of the site which would mean colonisation of the entire site is unlikely within a period of 5 years with favourable management.	Additional planting of seed freshly harvested during the Summer previous shall be undergone within the period July to February to ensure a wide spread of the species across all grassland areas.
01.02.2026	Grassland	Newly planted wildflower seed failing to establish	Other wildflower seed including key planted forbs and graminoids are not observed during monitoring within 3 years.	Additional planting of seed freshly harvested during the Summer of the year previous shall be undergone within the period July to February to ensure a wide spread of the species across all grassland areas.
01.02.2026	Grassland	Increases in species richness fail to occur within 5 years	Species richness does not increase across any one grassland parcel within the space of 5 years following introduction of yellow rattle.	Cut and collect management shall increase the number of cuts taken off-site annually from two to between three and four cuts for a period of at least three years, with a cuts taking place between August and February.
01.02.2026	Hedgerow and scrub	Failure of woody species to establish	Where any woody whip fails	Whips in this instance shall be replaced.
01.02.2026	Pond and reedbed	Newly dug hollows fail to retain water	Where ponds do not fill to at least half their depth within the space of one-week post-creation	Newly dug hollows at this point shall be lined with a clay liner to ensure greater water retention.
01.02.2026	Pond, reedbed and ditch	Newly planted wetland species fail to establish	Where >10% of planted plugs die within 6-12 months of planting	In this instance, failed plugs shall be replaced to the specification as above.

3. Monitoring Schedule

To deliver BNG, a robust strategy is critical to monitor successes and challenges. Routine monitoring informs progress and facilitates the required management plan updates at set intervals.

Monitoring Strategy

Provide details of the monitoring strategy to encourage successful implementation of the management plan (MS-B01)	
Monitoring will be completed by a suitably qualified, FISC Level 4 or above ecologist whereby habitats are monitored for compliance. These principally include:	
- Grassland parcels (created and enhanced other neutral grassland); - All mixed scrub parcels; - Created ponds; - Created reedbed; - All native hedgerows; and - All ditches	
Before and after pictures may be obtained for use in auditing habitats, while qualitative quadrat data with use of representative quadrat data (minimum of 5 quadrats per habitat parcel) shall be relied upon as a minimum for accurate grassland habitat characterisation, coupled with transect survey of hedgerows to obtain accurate data on species richness. Information on indicators and their corresponding abundance may also be obtained to support monitoring survey.	
For other habitats, notes shall be taken which must be sufficient to inform condition assessment. This may be supplemented by species lists and appropriate DAFOR scoring or equivalent.	

Monitoring Methods and Intervals MS-T01

Provide details of the methods you will use to adequately monitor the progress towards the targets stated in the management plan and as agreed with the Local Planning Authority.

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Grassland (other neutral grassland)	To be undertaken across full extent of grassland parcels and include quadrat sampling to identify the habitat type that is establishing and then number of species per m ² . Quadrat survey shall be undertaken across representative areas and include a minimum of five quadrats per grassland parcel. Either domin or percentage cover estimations can be utilised for each quadrat to ascertain overall approximate coverage of each constituent vascular plant and bare ground. Collection of a botanical species list across grassland parcels and/or list of indicators to check against target species list may be beneficial.	Annually from years 1-5, then every 5 years. Surveys to be completed between May and August.
Mixed scrub	To be undertaken at the location of newly created mixed scrub and include visual inspection of phytosociological characteristics observed, coupled with an inspection of overall extent to ensure scrub parcels have not grown/shrank significantly. Notes within the first 5 years shall also be taken to note establishment and, in particular, whether there is any significant failure of woody species to establish.	Annually from years 1-5, then every 5 years. Surveys to be completed between May and August.

Pond and reedbed	To be undertaken at the location of new ponds and include visual inspection of both physical and phytosociological characteristics observed.	Annually from years 1-5, then every 5 years. Surveys to be completed between May and August.
Native hedgerows	To be undertaken across the full extent of newly created and enhanced hedgerow and include transect sampling to ensure adequate species-richness of woody species.	Transect survey to be undertaken each year within the first five years to ensure initial compliance and to be completed once every five years after year 5. Surveys to be completed between May and August.
Ditches	To be undertaken across the full extent of newly created ditch and include notes on species composition across a 20m transect, coupled with other notes on physical and phytosociological properties to inform condition assessment.	Transect survey to be undertaken each year within the first five years to ensure initial compliance and to be completed once every five years after year 5. Surveys to be completed between May and August.

Y10	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable
Y15	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable
Y20	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable
Y25	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable
Y30	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable

Monitoring Reports

Following completion of habitat creation and initial enhancement works, prepare for your monitoring report for the Local Planning Authority or Responsible Body. You should monitor each habitat type comprising the BNG project. Provide sufficient detail for the reviewing authority to assess the progress. The 'Monitoring Report Template' can help you do this. The requirements and regularly with which the monitoring reports are required are at the discretion of the LPA or Responsible Body. Prepare the monitoring requirements below.

Monitoring Report Schedule MS-T02

Provide details of the person or organisation that will be responsible for submitting the monitoring reports. Also state the responsible organisation for receiving and reviewing the reports.

Organisation Responsible for Submitting the Monitoring Reports	Organisation Receiving and Responsible for Reviewing Reports
F.P.McCann (Paul Hamill)	Hinckley and Bosworth Borough Council

Provide details of when the monitoring surveys and reports will be undertaken and submitted. You can extend the table and adjust according to your required schedule.

Project Year	Month Report to be Submitted	Month Management Plan to be reviewed	Comments
Y1	September	September or October	Report on results of initial enhancement and creation measures.
Y2	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable
Y3	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable
Y4	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable
Y5	September	September or October	Report on results of monitoring visit, including site photos and condition data as applicable

Adaptive Management

Summary of Adaptive Management Approaches (MS-B02)

Adaptive management will be applied as appropriate by the site manager/subcontractor following completion of monitoring by the suitably qualified ecologist. This, for example, may include replacement of failed woody standards/whips or of yellow rattle to establish within grasslands for example.

Any changes in management which impact the status of on-site habitat enhancement/creation should be reported within monitoring results where appropriate. This for example, may include the need to replace woody standards due to plant disease.

