

Subject: Re: Planning Committee: 22 February: Betteshanger Park Hotel (23/01095) and Lagoon (22/01158)

Greetings!

Many thanks for this prompt reply.

Best Wishes

@kent.gov.uk @kent.gov.uk>

Subject: RE: Planning Committee: 22 February: Betteshanger Park Hotel (23/01095) and Lagoon (22/01158)

Good morning

The two applications have not been withdrawn but weren't ready to be put on the February Planning Committee agenda.

We have all the third party comments and are working on the committee reports. I can't yet confirm the committee date, but you'll be notified once it has been confirmed.

Kind regards

Head of Planning and Development

Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ

Tel:

Email: [@do.ver.gov.uk](mailto:do@do.ver.gov.uk)

From: Sholden Parish Council <sholdenparishcouncil@live.co.uk>

Sent: Friday, February 16, 2024 10:34 AM

To: [@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>

Cc: [@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>; [@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>;

[@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>; [@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>; Roger

[@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>; [@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>;

nexusplanning.co.uk>; [@DOVER.GOV.UK](mailto:do@do.ver.gov.uk)>;

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kent.gov.uk;

Subject: Planning Committee: 22 February: Betteshanger Park Hotel (23/01095) and Lagoon (22/01158)

Greetings!

You will be aware of the Planning Committee meeting agenda (see below) on 22 February. I do not think that it will come as a surprise that we and others have noticed that the applications above are not on that agenda. You will know the history of these applications and their recent withdrawal from the 14 December agenda. Two months have now elapsed since the withdrawals. All the "Important Dates" seem to have passed. Will they still go to the Planning Committee or have they been withdrawn completely? Or are DDC and/or the applicant waiting for more information from third parties? In any case, would it be possible please to have an update on these applications.

It goes without saying that there is immense interest in the proposed development of Betteshanger Park and the surrounding areas.

Best Wishes

From: Dover District Council <Dover@public.govdelivery.com>

Sent: 13 February 2024 18:31

To: sholdenparishcouncil@live.co.uk <sholdenparishcouncil@live.co.uk>

Subject: Council Meetings, Minutes and Agendas



Update on Council Meetings, Minutes and Agendas

[Agenda published: Meeting of Thursday, 22nd February, 2024](#)
[6.00 pm, Planning Committee](#)

13-02-2024 03:16 PM GMT

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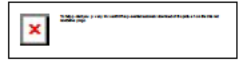


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[REDACTED]

From: [REDACTED]
Sent: 24 April 2024 10:51
To: [REDACTED]
Subject: RE: Betteshanger site visits

I went in February prior to the committee meeting but was familiar with the site from previous visits

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED]@DOVER.GOV.UK>
Sent: Wednesday, April 24, 2024 10:49 AM
To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]@dover.gov.uk>
Subject: Betteshanger site visits

Hi both

Due to some social media posts, I've been asked by the leader about (who and when) officer site visits for Betteshanger apps. Could you let me know please? Just the month is fine.

Thanks

[REDACTED]



[REDACTED]
Head of Planning and Development
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Email: [REDACTED]@dover.gov.uk

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From: [REDACTED]@nexusplanning.co.uk>
Sent: 08 May 2024 16:42
To: [REDACTED]
Subject: RE: Betteshanger

Hi [REDACTED]

I am well thank you and hope you are too.

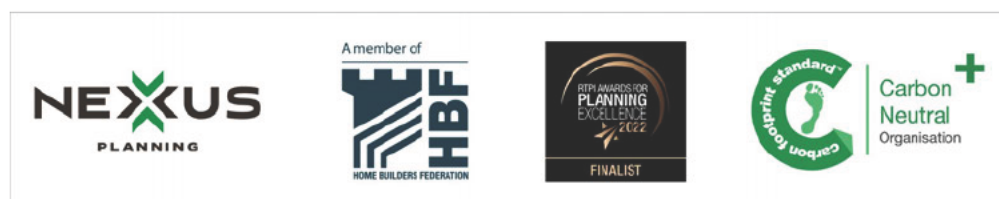
Re s.106, I have seen an early draft with feedback that what was being set out was not as clear as it could / should be. Thus we are expecting a further revision shortly. Your input I am sure will be needed.

In terms of conditions, I haven't started drafting anything beyond the heads given in the committee report.

[REDACTED]

[REDACTED]
Associate Director

M [REDACTED]
E [REDACTED]@nexusplanning.co.uk



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From: [REDACTED]@DOVER.GOV.UK>
Sent: Wednesday, May 8, 2024 3:17 PM
To: [REDACTED]@dover.gov.uk>; [REDACTED]@nexusplanning.co.uk>
Subject: Betteshanger

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Hi [REDACTED]

I hope that all is well with you?

Please can you update me with how things are going re the Betteshanger applications? I have not had any input to wording of any ecological matters to be secured in the s106 or by condition and I am really keen to ensure that the wording reflects the requirements and is clear. Even the Betteshanger Sustainable Parks condition wordings are not as clear as they would ideally be, and I don't want life for my future self to be unnecessarily difficult!

Thanks,



Senior Natural Environment Officer

Dover District Council
Council Offices, White Cliffs Business Park, Whitfield,
Dover CT16 3PJ

Email: [REDACTED]@dover.gov.uk

Phone: [REDACTED]

Web: dover.gov.uk

My working days are Tuesdays, Wednesdays, Thursdays and Fridays.

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[REDACTED]

From: [REDACTED]
Sent: 09 May 2024 08:53
To: [REDACTED]
Subject: FW: Betteshanger -Section 106 moneys distribution

Hi – would you be able to answer this one please?



[REDACTED]
Head of Planning and Development
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Email: [REDACTED]@dover.gov.uk

From: Cllr-[REDACTED]@dover.gov.uk>
Sent: Wednesday, May 1, 2024 10:15 AM
To: [REDACTED]@DOVER.GOV.UK>
Subject: Betteshanger -Section 106 moneys distribution

[REDACTED]
With the 100th Anniversary event imminent - when [REDACTED] & I at least will be attending - are you able to advise, at this stage, where the 106 £££ is likely to be allocated to?
Regards.

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[REDACTED]

From: [REDACTED]@akdc.co.uk>
Sent: 09 May 2024 11:00
To: [REDACTED]
Cc: [REDACTED]
Subject: Betteshanger S.106 Draft Agreements
Attachments: SeaHive Draft s.106.docx; Hotel and Spa (Betteshanger) Draft s.106.docx

Hi all

I hope you are well - Ahead of our call next Tuesday, please see attached the latest drafts of the S.106 agreements for The SeaHive and Betteshanger Park Hotel & Spa.

If you require anything further before the meeting, please let me know.

Kind regards

[REDACTED]

Email: [REDACTED]@akdc.co.uk
Tel: [REDACTED]





DATED

2024

(1) DOVER DISTRICT COUNCIL

and

(2) KENT COUNTY COUNCIL

and

(3) BETTESHANGER PROPERTY LIMITED

and

(4) THE SEAHIVE LIMITED

DEED OF AGREEMENT

Pursuant to Section 106 of The Town and Country Planning Act 1990 (as amended)
relating to land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF

PLANNING APPLICATION NUMBER: 22/01158

Seahive Development

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APPENDIX

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Commented [REDACTED] To be reviewed and updated.

THIS DEED is dated

2024

BETWEEN

- (1) **DOVER DISTRICT COUNCIL** of Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ ("the **Council**");
- (2) **KENT COUNTY COUNCIL** of County Hall, County Hall, Maidstone, Kent ME14 1XQ ("the **County Council**");
- (3) **BETTESHANGER PROPERTY LIMITED** incorporated and registered in England and Wales with company registration number 12220590 and whose registered office is at The Cow Shed, Highland Court Farm, Bridge, Canterbury CT4 5HW ("**Owner**"); and
- (4) **THE SEAHIVE LIMITED** incorporated and registered in England and Wales with company number 13217060 whose registered office is at Nucleus House, 2nd Floor, 2 Lower Mortlake Road, Richmond TW9 2JA (**Seahive**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed and for no other purpose, the following operations: operations in connection with any archaeological investigations, habitat creation and planting works of excavation; demolition site clearance; diversion of services; installation of services for construction purposes only; site or soil investigations remedial action in respect of any contamination; landscaping works; provision of construction access; noise attenuation works; or the erection of hoardings and fences and "Commence Development" and "Commenced" shall be construed accordingly.

Development: means the development of the Site by the erection of a surfing lagoon and pools, hub building (to include café/restaurant/bar lounge, shop, hiring and changing facilities and multi-use space), 15 overnight holiday pods, learning hive, yoga studio, fitness/health and

	wellbeing facilities, bike/pumptrack and associated roads, paths, car and cycle parking, together with landscaping and necessary access works and associated site infrastructure. (Re-consultation: additional/revised information including: re-positioned holiday lodge; revised parking arrangement; updated ecological appraisal; updated flood risk assessment & drainage strategy; habitat regulations assessment information; transport response; and visitor management and turtle dove strategy.
Index Linked:	<p>increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this Deed x (A/B) where:</p> <p>A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.</p> <p>B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed.</p>
Interest:	interest at 4% per annum above the base rate from time to time of the Bank of England.
Occupation:	occupation of any building or other part of the Development for the purposes permitted by the Planning Permission or a Section 73 Permission but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations and 'Occupy' and 'Occupied' shall be construed accordingly.
Planning Application:	means the application for full Planning Permission for the Development submitted to the Council under reference number 22/01158.
Planning Permission:	means any planning permission granted for the Development pursuant to the Planning Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the TCPA 1990 and Section 73 Permission unless the Council requires otherwise.
Site:	land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF against which this Deed may be enforced as shown edged red on the Site Plan.
Site Plan:	the plan with drawing number 01 annexed hereto at Appendix A.

Section 73 Permission:	a planning permission which may be granted by way of approval of an application under Section 73 of the TCPA 1990 permitting the Development subject to conditions which differ from the conditions of the Planning Permission.
TCPA 1990:	Town and Country Planning Act 1990.
VAT:	means 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.

- 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 and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 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 terms **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. RECITALS

- 2.1 The Owner is the registered proprietor of the freehold of the Site (and of the Wider Country Park as defined in Schedule 1) under title number K816722 subject to the charges described in this Deed (if any) but otherwise free from encumbrances.
- 2.2 The Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the TCPA 1990 for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.
- 2.3 The County Council is the local highway authority for the purposes of this Deed for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.
- 2.4 Seahive entered into an agreement for lease with the Owner on 26 August 2022 to take a lease of the Site subject to the grant of a satisfactory planning permission.
- 2.5 Seahive by the Planning Application has applied to the Council for Planning Permission for the Development. At a meeting of its Planning Committee on 7 March 2024 the Council resolved to approve the Planning Application subject to the prior completion of this Deed.
- 2.6 The Owner and Seahive have agreed to enter into this Deed pursuant to the provisions of the TCPA 1990 upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the Owner but also upon any person deriving title from the Owner as provided by Section 106 of the TCPA 1990 and any persons claiming through under or in trust from them.

3. STATUTORY PROVISIONS

- 3.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 3.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and its respective successors and assigns.
- 3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council and County Council (respectively and as applicable) in accordance with section 106 of the TCPA 1990.

4. CONDITIONALITY

This Deed is conditional on:

- 4.1 the issue of the Planning Permission, and
- 4.2 Commencement of Development

with the exception of clauses 1 to 4, clause 7, clause 9, clause 10, clause 12.1, clause 13, clause 14, clause 17, clause 18 (which take effect immediately) and XXX of Schedule XX which shall come into effect immediately upon the issue of the Planning Permission,

Commented [REDACTED] Include ref to any pre commencement obligations here.

5. COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the obligations set out in Schedules 1, 2, 3 and 4.
- 5.2 The Owner covenants with the County Council to observe and perform the obligations set out in Schedules 5 and 6.
- 5.3 The Owner shall notify the Council as follows:
- (a) of any disposal of its interest in the Site and of the name and address of the new owner and the date of the disposal within 10 Working Days of such disposal; and
 - (b) of the date of the first Occupation of the Development within 10 Working Days of its occurrence.

6. COVENANTS BY SEAHIVE

Seahive acknowledges and declares that this deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that its [agreement for lease] shall take effect subject to this Deed provided that Seahive shall otherwise have no liability under this Deed unless it (i) takes possession of the Site or any part of it or (ii) undertakes any part of the Development of the Site or (iii) becomes a successor in title to the Owner in which case if (i) and/or (ii) and/or (iii) apply it too will be bound by the obligations as if it were a person deriving title from the Owner.

7. INTEREST

If any payment which becomes due to the Council or the County Council under this Deed is not paid by the due date Interest shall be due and payable to the Council or the County Council (as applicable) on the relevant amount for the period from the due date until the date of payment.

8. GENERAL PROVISIONS

- 8.1 Nothing (contained or implied) in this Deed shall fetter or restrict the Council or County Council's statutory rights, powers, discretions and responsibilities.
- 8.2 No waiver (whether express or implied) by a party of any breach or default in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent a party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.
- 8.3 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 or the part of the Site to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.

- 8.4 Any provision in this Deed restricting a certain action (pending the occurrence of a specific event or otherwise) shall be construed to include a restriction on permitting, allowing or tolerating such an action.
- 8.5 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 and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 8.6 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 8.6.1 any statutory authority, statutory undertaker, service company or other person who acquires any part of the Site or interest therein for the purposes of undertaking its statutory functions;
- 8.6.2 any Associated Charities (as defined in Schedule 2) or other occupiers who are occupying part of the Development solely for the purposes of providing programmes, courses and events at the Development
- 8.7 If the Planning Permission and all Section 73 Permissions shall expire within the meaning of sections 91, 92 or 93 of the TCPA 1990 or shall at any time be revoked or modified by any statutory procedure without the agreement of the Owner this Deed shall forthwith determine and cease to have further effect (insofar as it has not already been complied with) PROVIDED ALWAYS that the Development has not Commenced.
- 8.8 Nothing in this Deed shall prevent the Owner from developing the Site in accordance with a planning permission other than the Planning Permission or a Section 73 Permission.
- 8.9 Any person or body acquiring the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 8.10 In the event that an application made pursuant to section 73 of the TCPA 1990 for an amendment to the Planning Permission is granted this Deed shall (unless the Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 Permission as well as to development pursuant to the Planning Permission without the need for a further deed to be entered into pursuant to section 106 of the TCPA 1990 unless the Council requires otherwise.

9. INDEXATION

- 9.1 All financial contributions payable to the Council or the County Council shall be Index Linked.
- 9.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council/County Council shall advise the Owner in writing.

10. LOCAL LAND CHARGE

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

11. COSTS

The Owner shall prior to completion of this Deed pay the Council's and County Council's legal expenses and costs reasonably and properly incurred associated with the preparation of this Deed.

12. REASONABLENESS

12.1 Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed without undue delay.

12.2 Where an action falls to be performed by a party under this Deed such action shall be carried out by that party expeditiously in accordance with the terms of this Deed but in any event as soon as reasonably practicable and without undue delay.

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 Council's reasonable and proper costs) the Council will issue a written confirmation of such 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 8.6 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will 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 Without prejudice to the right of any party to seek the resolution of any matter relating to this Deed by the courts and/or in accordance with Section 106 of the TCPA 1990, any dispute, controversy or claim arising out of or relating to this Deed which cannot first be resolved between the parties, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed (other than the amount of the financial contributions payable as set out in this Deed which shall not be in dispute), shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

- (d) the seat of the arbitration shall be London.

15. AGREEMENTS AND DECLARATIONS

15.1 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 Council in the exercise of any other statutory function.

16. NOTICES

16.1 Any notice or other communication 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.

16.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ marked for the attention of the Head of Planning and Development;
- (b) to the County Council at County Hall, Maidstone, Kent ME14 1XQ marked for the attention of the Director of Highways and Transportation;
- (c) to the Owner such notice shall be sent to the aforementioned address or to such other person as such address as they shall notify in writing to the Council and/or County Council from time to time;
- (d) to Seahive such notice shall be sent to the aforementioned address or to such other person as such address as they shall notify in writing to the Council and/or County Council from time to time.

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

16.3 Any notice or other communication given in accordance with clause 15.1 and clause 15.2 will be deemed to have been received:

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

- 16.4 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.

17. 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 to enforce any term of this Deed.

18. VALUE ADDED TAX

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

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

19. 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) shall be governed by and construed in accordance with the law of England.

**SCHEDULE 1 – BIODIVERSITY AND ECOLOGICAL ENHANCEMENTS AND MITIGATION AND
PUBLIC ACCESS STRATEGY**

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Country Park Ecological and Biodiversity Management Plan	<p>a detailed programme for the ongoing management and monitoring of the Habitat Compensation Measures to include:</p> <ul style="list-style-type: none"> the management and maintenance arrangements for the Habitat Compensation Measures covering a minimum period of 30 years including funding arrangements, structure and identity of the body who will be responsible for the onward management of the Habitat Compensation Measures; ongoing monitoring and reporting measures, (including the role and responsibilities of the Betteshanger Country Park's ecology/wildlife warden) which will incorporate the carrying out of updated condition assessments in accordance with DEFRA's Statutory Biodiversity Metric February 2024 including in order to determine the success of the Habitat Compensation Measures in achieving a 10% biodiversity net gain by reference to the baseline position of the Site to be delivered and maintained across the Site/Off-Site Enhancement Area <p>and which may be varied from time to time with the written agreement of the Council</p>
Fiery Clearwing Licence	<p>a licence issued under Regulation 16 of the Wildlife and Countryside Act 1981 approving and authorising the Fiery Clearwing Strategy</p>
Fiery Clearwing Strategy	<p>a strategy for the translocation of the dock plant from the Site to a new receptor area in order to safeguard fiery clearwing protected species of moth to be set out in the following documents to be submitted as part of the application of the Fiery Clearwing Licence (Fiery Clearwing Strategy Documents):</p> <ul style="list-style-type: none"> (i) a dock translocation plan setting out detailed measures for the translocation/seeding of dock plant in a new and identified receptor area; and

	<p>(ii) a monitoring and management plan setting out detailed management and monitoring proposals of the measures set out in the dock translocation plan including objectives to be measured and alternative mitigation/compensation proposals in the event any of the stated objectives are not being met</p>
Habitat and Biodiversity Enhancement Areas	those areas within the Site and the Off-Site Enhancement Area on which the Habitat Compensation Measures are to be delivered and maintained pursuant to the provisions of this Deed and the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule and as shown on the Habitat Compensation Measures Plan
Habitat and Biodiversity Enhancement Period	a minimum period of 30 years from the date of first Occupation of the Development
Habitat and Biodiversity Enhancement Scheme	<p>a scheme to be submitted to the Council for approval in accordance with paragraph 2.1 of this Schedule the objective of which will be to achieve a minimum 10% biodiversity net gain for the Site by reference to the baseline position and delivered across the Site/Off-Site Enhancement Area which will include the following details:</p> <ul style="list-style-type: none"> the Habitat Compensation Measures; and the timing for the delivery of the Habitat Compensation Measures <p>and which may be varied from time to time with the written agreement of the Council</p>
Habitat and Biodiversity Enhancement Scheme Monitoring Fee	the sum of £4,000 (Four Thousand Pounds) Index Linked payment towards the Council's costs of its ongoing monitoring of the progress of the Habitat Compensation Measures
Habitat Compensation Measures	<p>the various biodiversity work and measures to be introduced to the Site and the Off-Site Enhancement Area as shown on the Habitat Compensation Measures Plan and comprising the following (or such other measures as may subsequently be agreed in writing by the Council in the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule):</p> <ul style="list-style-type: none"> provision of a biodiverse green roof to the buildings to be constructed as part of the Development (0.21ha); creation of open mosaic and brownfield habitat areas in the built development areas (2.09ha) and within the holiday pods surrounds (0.19ha); mixed scrub planting within the Site (0.06ha);

	<ul style="list-style-type: none"> • retention of open mosaic habitat and lizard orchid protection areas within site (0.14ha); • creation of off-Site enhancement features (within the Off-Site Enhancement Area) comprising: <ul style="list-style-type: none"> ○ enhanced open mosaic habitat (3.15ha); ○ Restoration of open mosaic habitat within existing scrub (0.77ha); ○ Restoration of open mosaic habitat within existing grassland (1.39ha); ○ Additional areas of grassland and scrub enhancement (8.18ha); and ○ provision of one turtle dove feeding location within the Off-Site Enhancement Area.
Habitat Compensation Measures Plan	the plan with drawing number 6535/TN3 annexed hereto at Appendix B or such other drawing as may subsequently be agreed in writing by the Council
Lizard Orchid Licence	a licence issued under Regulation 16 of the Wildlife and Countryside Act 1981 approving and authorising the Lizard Orchid Strategy
Lizard Orchid Strategy	<p>a strategy for the habitat improvement and translocation of the lizard orchid plant from the Site to a new receptor area to be set out in the following documents to be submitted as part of the application of the Lizard Orchid Licence (Lizard Orchid Strategy Documents):</p> <ul style="list-style-type: none"> (i) a lizard orchid habitat enhancement and translocation plan setting out detailed measures for the translocation of lizard orchid in a new and identified receptor area and habitat enhancement; and (ii) a monitoring and management plan setting out detailed management and monitoring proposals of the measures set out in the lizard orchid habitat enhancement and translocation plan including objectives to be measured and alternative mitigation/compensation proposals in the event any of the stated objectives are not being met

<u>Neighbouring Development</u>	<u>the proposed development for a hotel and spa which is the subject of planning application reference 23/01905 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application</u>
Off-Site Enhancement Area	the land on which the off-Site Habitat Compensation Measures are to be delivered and maintained pursuant to the provisions of this Deed and the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule being all that land identified on the Habitat Compensation Measures Plan outside of the Site
Outline Visitor Management and Turtle Dove Strategy	the document entitled "Outline Visitor Management and Turtle Dove Strategy" produced by Aspect Ecology and dated October 2023
Reptile Translocation Strategy	<p>a detailed strategy for the translocation of reptiles from the Site to an identified receptor site(s) to include the following:</p> <ul style="list-style-type: none"> • erection of reptile fencing around the perimeter of the Site whilst the Development is under construction; • capture and translocation of reptiles from the Site; • a destructive search to remove remaining reptile habitat within the Site • enhancement of the receptor habitat sites (to be identified) to include habitat management to open up basking areas and creation of refugia/hibernacula • ongoing management and monitoring of the receptor area(s)
Statutory Body	Natural England (or any successor in function)
Technical Note	the Technical Note entitled "Hamill Field – Turtle Dove Enhancements" produced by Aspect Ecology and dated January 2023
Turtle Dove Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and the Technical Note and to be submitted to the Council for its approval in accordance with paragraph 5.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> • the new turtle dove feeding locations to be established within the Off-Site Enhancement Area (including the specification for these); • the establishment of turtle dove habitats in any other off-Site locations (including specifications for these); • confirmation of the key objectives of the strategy including mitigating the harm to turtle doves and existing turtle dove habitats within the Wider Country

	<p>Park and increasing/enhancing turtle dove territories by reference to the baseline position and maintaining the favourable conservation status of Turtle Doves (the Turtle Dove Strategy Objectives);</p> <ul style="list-style-type: none"> the Turtle Dove Survey and Monitoring Regime <p>and which may be varied from time to time with the written agreement of the Council</p>
Turtle Dove Strategy Period	a minimum period of 30 years from the date of first Occupation of the Development or such other period as may be set out in the Approved Turtle Dove Strategy (as hereinafter defined)
Turtle Dove Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Turtle Dove Strategy and in particular the success of those measures in meeting the Turtle Dove Strategy Objectives
Turtle Dove and Visitor Monitoring Fee	the sum of £6,000 (Six Thousand Pounds) Index Linked as payment towards the Council's costs of its ongoing monitoring of the progress of the Turtle Dove Strategy Objectives and Visitor Strategy Objectives
Visitor Management Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and to be submitted to the Council for its approval in accordance with paragraph 7.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> the establishment of different zonal areas for the relevant parts of the Development and the Wider country park comprising core visitors zones, informal access areas and restricted access areas (Zones); the proposed measures for the management of visitors to the Development and the Wider Country Park by reference to each Zone; confirmation of the key objectives of the strategy including the proper and comprehensive management of visitors to the Development and the Wider Country Park having particular regard also to the Turtle Dove Strategy Objectives (the Visitor Strategy Objectives) proposals for the establishment of a full time dedicated wildlife warden for the Wider Country Park; and the Visitor Survey and Monitoring Regime <p>and which may be varied from time to time with the written agreement of the Council <u>and which for the avoidance of doubt may be a shared Visitor Management Strategy with the Neighbouring Development</u></p>

Commented [REDACTED] My understanding is that the Visitor Management Strategy will likely be the same for both the Hotel and SeaHive which is why I have included this wording. The Turtle Dove Strategies may not be the same, given slightly different off site areas, so I have not replicated this wording for that Strategy.

Visitor Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Visitor Management Strategy and in particular the success of those measures in meeting the Visitor Strategy Objectives
Wider Country Park	all that land which outside of the Site shown edged black on the Habitat Compensation Measures Plan

The Owner covenants with the Council:

2. HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME

- 2.1 To submit a Habitat and Biodiversity Enhancement Scheme to the Council for its approval prior to Commencement of Development.
- 2.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Habitat and Biodiversity Enhancement Scheme (the **Approved Habitat and Biodiversity Enhancement Scheme**).

3. HABITAT COMPENSATION MEASURES

- 3.1 To deliver the Habitat Compensation Measures in accordance with the timetable and details set out in the Approved Habitat and Biodiversity Enhancement Scheme.
- 3.2 To otherwise implement the Approved Habitat and Biodiversity Enhancement Scheme in full including maintaining and managing the Habitat and Biodiversity Enhancement Areas in accordance with the Approved Habitat and Biodiversity Enhancement Scheme.

4. COUNTRY PARK ECOLOGICAL AND BIODIVERSITY MANAGEMENT PLAN AND HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME MONITORING FEE

- 4.1 To submit a Country Park Ecological and Biodiversity Management Plan to the Council for its approval prior to Commencement of Development.
- 4.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Country Park Ecological and Biodiversity Management Plan (the **Approved Country Park Ecological and Biodiversity Management Plan**).
- 4.3 To implement the ongoing review, monitoring and assessment of the Habitat Compensation Measures in accordance with the Approved Country Park Ecological and Biodiversity Management Plan .
- 4.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 4.3 of this Schedule (**Biodiversity Report**) and where the findings of a Biodiversity Report indicate that the core objectives of the Approved Habitat and Biodiversity Enhancement Scheme are not being met, to use reasonable endeavours to agree a revised Habitat and Biodiversity Enhancement

Scheme with the Council in order to address those failings (**Revised Habitat and Biodiversity Scheme**).

- 4.5 Where a Revised Habitat and Biodiversity Scheme is agreed between the Owner and the Council, all references in this Schedule to the Approved Habitat and Biodiversity Enhancement Scheme shall be deemed to refer to the said agreed Revised Biodiversity Scheme for the purpose of all onward implementation, monitoring and management of the Habitat Compensation Measures and for the avoidance of doubt, more than one Revised Biodiversity Scheme may be agreed between the Owner and the Council.
- 4.6 To pay a Habitat and Biodiversity Scheme Monitoring Fee to the Council within 21 Working Days of the later of receiving the Council's written approval of the Habitat and Biodiversity Enhancement Scheme in accordance with paragraph 2.1 of this Schedule and the Council's written approval of the Country Park Ecological and Biodiversity Management Plan in accordance with paragraph 4.1 of this Schedule and thereafter to pay a Habitat and Biodiversity Enhancement Scheme Monitoring Fee annually to the Council on the anniversary of the payment of the first Habitat and Biodiversity Enhancement Scheme Monitoring Fee for the Habitat and Biodiversity Enhancements Period.

5. TURTLE DOVE STRATEGY

- 5.1 To submit a Turtle Dove Strategy to the Council for its approval prior to Commencement of Development.
- 5.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Strategy (the **Approved Turtle Dove Strategy**).
- 5.3 To deliver the turtle dove feeding locations (and to complete all associated works) in accordance with the Approved Turtle Dove Strategy.
- 5.4 Unless and to the extent as may otherwise be provided by the Approved Turtle Dove Strategy not to Occupy any part of the Development until the turtle dove feeding locations (and all associated works) have been delivered in accordance with the Approved Turtle Dove Strategy.
- 5.5 To otherwise implement the Approved Turtle Dove Strategy in full including maintaining and managing the turtle dove feeding areas in accordance with the Approved Turtle Dove Strategy.

6. TURTLE DOVE SURVEY AND MONITORING REGIME

- 6.1 To submit a Turtle Dove Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 6.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Survey and Monitoring Regime (the **Approved Turtle Dove Survey and Monitoring Regime**).
- 6.3 To implement the ongoing review, monitoring and assessment of the Turtle Dove Strategy Objectives in accordance with the Approved Turtle Dove Strategy.
- 6.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 6.3 of this Schedule (**Turtle Dove Report**) and where the findings of a Turtle Dove Report indicate that the Turtle Dove Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Turtle Dove Strategy with the Council where reasonably required in order to address those failings (**Revised Turtle Dove Strategy**).
- 6.5 Where a Revised Turtle Dove Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Turtle Dove Strategy shall be deemed to refer to the said agreed Revised Turtle Dove Strategy for the purpose of all onward implementation, monitoring and management of the Turtle Dove Strategy Objectives and for the avoidance of doubt, more than one Revised Turtle Dove Strategy may be agreed between the Owner and the Council.

7. VISITOR MANAGEMENT STRATEGY✓

- 7.1 To submit a Visitor Management Strategy to the Council for its approval prior to Commencement of Development.
- 7.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Management Strategy (the **Approved Visitor Management Strategy**).
- 7.3 To deliver the measures and works required in order to establish the Zones in accordance with the Approved Visitor Management Strategy.
- 7.4 Unless and to the extent as may otherwise be provided by the Approved Visitor Management Strategy not to Occupy any part of the Development until the measures and works required to establish the Zones have been delivered in accordance with the Approved Visitor Management Strategy.
- 7.5 To otherwise implement the Approved Visitor Management Strategy in full including maintaining and managing the Zones in accordance with the Approved Visitor Management Strategy.

8. VISITOR SURVEY AND MONITORING REGIME

Commented [REDACTED] Have added 'management' to reflect the defined termnf

- 8.1 To submit a Visitor Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 8.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Survey and Monitoring Regime (the **Approved Visitor Survey and Monitoring Regime**).
- 8.3 To implement the ongoing review, monitoring and assessment of the Visitor Strategy Objectives in accordance with the Approved Visitor Management Strategy.
- 8.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 8.3 of this Schedule (**Visitor Report**) and where the findings of a Visitor Report indicate that the Visitor Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Visitor Management Strategy with the Council where reasonably required in order to address those failings (**Revised Visitor Management Strategy**).
- 8.5 Where a Revised Visitor Management Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Visitor Management Strategy shall be deemed to refer to the said agreed Revised Visitor Management Strategy for the purpose of all onward implementation, monitoring and management of the Visitor Strategy Objectives and for the avoidance of doubt, more than one Revised Visitor Management Strategy may be agreed between the Owner and the Council.

9. TURTLE DOVE AND VISITOR STRATEGY MONITORING FEE

Within 21 Working Days of the later of receiving the Council's written approval of the following:

- (i) Turtle Dove Strategy in accordance with paragraph 5.1 of this Schedule;
- (ii) Turtle Dove Survey and Monitoring Regime in accordance with paragraph 6.1 of this Schedule;
- (iii) Visitor Management Strategy in accordance with paragraph 7.1 of this Schedule; and
- (iv) Visitor Survey and Monitoring Regime in accordance with paragraph 8.1 of this Schedule
- (v) to pay a Turtle Dove and Visitor Monitoring Fee to the Council and thereafter to pay a Turtle Dove and Visitor Monitoring Fee annually to the Council on the anniversary of the payment of the first Turtle Dove and Visitor Monitoring Fee for the Turtle Dove Strategy Period.

10. PUBLIC ACCESS

To allow the public to access the Wider Country Park (subject to the requirements of the Approved Visitor Management Strategy and the usual opening/operational hours of the Wider Country Park) and to ensure that this right of access is maintained for the lifetime of the Development provided always that the Owner will be entitled to restrict public access to all or specific parts of the Wider Country Park as appropriate for the following:

- (i) for special/private events up to a maximum of 40 days per annum (unless otherwise agreed with the Council in writing);
- (ii) the maintenance, repair, renewal, cleaning or other required works to the Wider Country Park subject to having first notified the Council in writing;
- (iii) in cases of emergency or danger to the public;
- (iv) in the interests of security and to ensure public safety; and
- (v) works to any part or parts of the Development abutting such areas (including works of maintenance, repair, alterations or other structural or non-structural works and/or alterations) for such period or periods as may be reasonably required to carry out the works/assessments subject to having first notified the Council in writing.

11. FIERY CLEARWING STRATEGY

- 11.1 To submit a copy of the Fiery Clearwing Strategy Documents to the Council as soon as reasonably practicable following the submission of the application for the Fiery Clearwing Licence to the Statutory Body.
- 11.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Fiery Clearwing Licence has been issued by the Statutory Body.

12. LIZARD ORCHID STRATEGY

- 12.1 To submit a copy of the Lizard Orchid Strategy Documents to the Council as soon as reasonably practicable following the submission of the application for the Lizard Orchid Licence to the Statutory Body.
- 12.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Lizard Orchid Licence has been issued by the Statutory Body.

13. REPTILE TRANSLOCATION STRATEGY

- 13.1 To submit a Reptile Translocation Strategy to the Council for its approval prior to Commencement of Development.
- 13.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Reptile Translocation Strategy (the **Approved Reptile Strategy**).
- 13.3 To establish the receptor area(s) and undertake the translocation measures and set out in the Approved Reptile Strategy (including the monitoring and management measures set out therein) for the lifetime of the Development.

SCHEDULE 2 - COMMUNITY INITIATIVES AND APPRENTICESHIP SCHEMES

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Apprenticeship	Apprenticeship places created at the Development pursuant to the Apprenticeship Scheme and Apprenticeships and Apprentices shall be construed accordingly
Apprenticeship Scheme	an apprenticeship scheme aimed at school leavers within the Council's administrative area for the creation of a selection of roles and career paths in the operational business(es) of the Development
Associated Charities	selected/specialist charities whose purposes are aligned with the Development's surf therapy and educational objectives
Carer	a person responsible for assisting a disabled visitor to the Development
Carer's Ticket	a ticket or other form of authority admitting entry to the Development specifically assigned to a Carer
Discounted Meals	discounted teatime meals at the Development's café/restaurant for Under Privileged School Children during Term Time
Discounted Programme	Meals the details relating to the Discounted Meals including the discount to be offered, the meals which will be the subject of the discount, the time slots during which the meals will be available and the capacity limits which will apply
Out of School Activity Programme	a free activity programmes (to include an environment for children to learn and provision of creative / engaging learning activities linked to key subject areas) at the Development delivered in accordance with the Government's Holiday Activities and Food Programme (HAF) (or any successor or replacement or equivalent programme or initiative) for Under Privileged School Children during School Holiday Periods each programme to include one free meal per child visiting
School Children	children up to the age of 16 who attend and are pupils registered at a Qualifying School
School Holiday Periods	the periods during which Qualifying Schools have ended their school term for the Easter, Christmas and summer breaks and School Holiday Period shall be construed accordingly
Surf Sessions	practical educational sessions provided free of charge for School Children from a Qualifying School comprising surfing sessions which could also incorporate a lesson (up to 2,500 sessions per annum) during Term Time as part of an organised school trip, combined with a broader experience on the day incorporating an ocean awareness and safety course, lessons around conservation and environmental impacts or other outdoor activities
Surf Sessions Scheme	a scheme setting out a programme of Surf Sessions at the Development and how the programme will be delivered during

	Term Time which may be varied from time to time with the written agreement of the Council
Under Privileged School Children	School Children who are in receipt of means-related free school meals at their school
Qualifying School	any state school for the provision of primary or secondary education within the administrative area of the Council and Qualifying Schools shall be construed accordingly
Term Time	Mondays to Thursdays during the term time periods for the Qualifying Schools (all periods outside of the School Holiday Periods and half-term school holidays)

The Owner covenants with the Council:

2. APPRENTICESHIP SCHEME

- 2.1 To submit an Apprenticeship Scheme to the Council for its approval prior to Occupation of any part of the Development.
- 2.2 Unless otherwise agreed with the Council not to Occupy any part of Development unless and until the Council has approved an Apprenticeship Scheme (the **Approved Apprenticeship Scheme**).
- 2.3 To implement the Approved Apprenticeship Scheme for the lifetime of the Development or as otherwise agreed with the Council.
- 2.4 To maintain an annual record of all Apprenticeships created by the Approved Apprenticeship Scheme and of the progress of all Apprentices and where requested, to provide a copy of the same to the Council.

3. ASSOCIATED CHARITIES

- 3.1 To offer Associated Charities (free of charge) space(s) within the Development from which to run programmes, courses and events.
- 3.2 Upon request by the Council, to provide details of the Associated Charities who are occupying/have occupied the Development and the activities undertaken by those Associated Charities within the 12 month period preceding the said request.

4. CARERS

To allow all disabled visitors to the Development to obtain a free of charge Carer's Ticket to allow a Carer to accompany them on their visit to the Development subject to one of the

following forms of documentation being provided (or such other form of documentation as may reasonably be accepted by the Owner):

- Entitlement to Disability Living Allowance for children under 16 or DLA/Personal Independent Payments (PIP) for those aged 16-64, either in the form of a letter stating that the benefit has been awarded, or the actual Allowance book;
- Attendance Allowance or Carer's Allowance letter of award;
- Incapacity Benefit books, or a letter notifying the recipient that the benefit has been awarded Incapacity Benefit or Employment and Support Allowance (ESA);
- a Blue Badge issued pursuant to the Disabled Persons' Parking Badges Act 2013;
- In the case of visual impairment, a BD8 registration card or a Certificate of Visual Impairment (CVI);
- A local authority registration document;
- A recognised Assistance Dog ID Card;
- Credability's Access Card

5. DISCOUNTED MEALS PROGRAMME

- 5.1 To provide a Discounted Meals Programme to the Council prior to the Occupation of the Development.
- 5.2 To Implement the Discounted Meals Programme for the lifetime of the Development or as otherwise agreed in writing by the Council.

6. OUT OF SCHOOL ACTIVITY PROGRAMMES

- 6.1 For the lifetime of the Development or as otherwise agreed with the Council, to organise and provide a minimum of one Out of School Activity Programme for up to 50 Under Privileged School Children per School Holiday Period PROVIDED ALWAYS that this is subject to any reasonable limitation that may be required to facilitate necessary maintenance or repair of the Development or as may be impacted by adverse weather.
- 6.2 Upon request by the Council, to provide details of each Out of School Activity Programme organised within the 12 month period preceding the said request.

7. SURF SESSIONS

- 7.1 To submit a Surf Sessions Scheme to the Council for its approval prior to Occupation of any part of the Development.

- 7.2 Unless otherwise agreed with the Council not to Occupy any part of Development unless and until the Council has approved a Surf Sessions Scheme (the **Approved Surf Sessions Scheme**).
- 7.3 To implement the Approved Surf Sessions Scheme for the lifetime of the Development or as otherwise agreed with the Council.

SCHEDULE 3 - SAMM CONTRIBUTION

DEFINITIONS

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

SAMM Strategy	Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy
SAMM Contribution	the sum of £13,425 (Thirteen Thousand Four Hundred and Twenty Five Pounds) toward the mitigation measures set out in the SAMM Strategy

Commented [REDACTED] To be queried with DDC

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the Council to pay the SAMM Contribution to the Council prior to the Commencement of Development and not to Commence Development until the SAMM Contribution has been paid to the Council.

SCHEDULE 4 – SHUTTLE BUS SERVICE

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01905 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Shuttle Bus Service	a flexible shuttle bus service that may be a shared service with the Neighbouring Development which is designed around the needs of employees working at the Development and Neighbouring Development (where the service is shared)

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2. SHUTTLE BUS SERVICE

The Owner covenants with the Council as follows:

- 2.1 Prior to first Occupation of the Development to submit to the Council an assessment of the transport needs of the workforce of the Development or the aggregate workforce of the Development and the Neighbouring Development
- 2.2 Where the assessment submitted in accordance with paragraph 2.1 identifies a reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided in accordance with these details
- 2.3 The assessment submitted in accordance with paragraph 2.1 shall be repeated on a bi-annual basis and submitted to the Council
- 2.4 In the event a bi-annual assessment submitted in accordance with paragraph 2.3 identifies any change in reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided or revised (where one is already in place) in accordance with these details

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PROVIDED ALWAYS that where an assessment identifies no reasonable need for a Shuttle Bus Service the Owner shall not be required to provide or continue to provide a Shuttle Bus Service

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SCHEDULE 5 - COUNTY COUNCIL CONTRIBUTION

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Whitfield A2 Roundabout Works Contribution	the sum of £27,000 (Twenty Seven Thousand Pounds) toward improvement works at the A2 Whitfield Roundabout
---	---

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the County Council to pay the Whitfield A2 Roundabout Works Contribution to the County Council prior to Occupation of the Development and not to Occupy the Development until the Whitfield A2 Junction Works Contribution has been paid to the County Council.

SCHEDULE 6 – HIGHWAY WORKS

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Highway Works	highway mitigation works at the A256/Northbourne Road Mitigation junction in accordance with the Highway Works Drawing
Highway Works Agreement	an agreement entered into with the County Council pursuant to section 278 and/or section 38 of the Highways Act 1980 in order to secure the Highway Works
Highway Works Drawing	drawing reference 22-034-003 annexed hereto at Appendix C.
Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01905 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Occupation of Neighbouring Development	occupation of any building or other part of the Neighbouring Development for the purposes permitted by the relevant planning permission(s) but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations

The Owner covenants with the Council:

2. DELIVERY OF HIGHWAY WORKS

- 2.1 To use reasonable endeavours to enter into a Highway Works Agreement as soon as reasonably practicable following the grant of Planning Permission.
- 2.2 Not to commence the Highway Works until the Highway Works Agreement has been completed.
- 2.3 To construct and deliver the Highway Works in accordance with the Highway Works Agreement prior to (cumulatively) the Occupation of the Development and the Occupation of the Neighbouring Development.
- 2.4 Where Occupation of the Neighbouring Development occurs prior to the Occupation of the Development, not to Occupy the Development until the Highway Works have been constructed and completed in accordance with paragraph 2.3 above.

SCHEDULE 7 – COUNCILS' COVENANTS

The Council and County Council covenant with the Owner that they will following written request from the Owner repay to the Owner (for the purposes of this Schedule meaning the person, persons or company that paid the relevant contribution) such amount of any contribution made by them to the Council or County Council under this Deed and which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of five years of the date of receipt by the Council or County Council of such payment. Any contribution or part of a contribution which the Council or County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council or County Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the Council or County Council shall not be obliged pursuant to this paragraph to return monies that do not relate to Council or County Council's functions or have been passed to persons/bodies other than the Council or County Council.

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

The COMMON SEAL of was affixed to)
this Deed in the presence of)
)
)

Authorised Signatory

)
)

Signature

EXECUTED as a deed by **LIMITED**)
acting by a director)

Director Signature

In the Presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

APPENDIX A - SITE PLAN

APPENDIX B – HABITAT COMPENSATION MEASURES PLAN

APPENDIX C – HIGHWAY WORKS DRAWING



DATED

2024

(1) DOVER DISTRICT COUNCIL

and

(2) KENT COUNTY COUNCIL

and

(3) BETTESHANGER PROPERTY LIMITED

DEED OF AGREEMENT

Pursuant to Section 106 of The Town and Country Planning Act 1990 (as amended)
relating to land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF

PLANNING APPLICATION NUMBER: 23/01905

Hotel and Spa Development

**Knights
Midland House
West Way
Botley
Oxford OX2 0PH**

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APPENDIX

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Commented [REDACTED] To be reviewed and updated.

THIS DEED is dated

2024

BETWEEN

- (1) **DOVER DISTRICT COUNCIL** of Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ ("the **Council**");
- (2) **KENT COUNTY COUNCIL** of County Hall, County Hall, Maidstone, Kent ME14 1XQ ("the **County Council**"); and
- (3) **BETTESHANGER PROPERTY LIMITED** incorporated and registered in England and Wales with company registration number 12220590 and whose registered office is at The Cow Shed, Highland Court Farm, Bridge, Canterbury CT4 5HW ("the **Owner**").

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed and for no other purpose, the following operations: operations in connection with any archaeological investigations works of excavation; demolition site clearance; diversion of services; installation of services for construction purposes only; site or soil investigations remedial action in respect of any contamination; landscaping works; provision of construction access; noise attenuation works; or the erection of hoardings and fences and "Commence Development" and "Commenced" shall be construed accordingly.

Development: means the development of the Site by the erection of a 120 bed hotel (C1) building with associated spa facilities, gym, restaurant/bar, access, landscaping and parking

Index Linked: increased in accordance with the following formula:

Amount payable = the payment specified in this Deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed.

Interest: interest at 4% per annum above the base rate from time to time of the Bank of England.

Occupation: occupation of any building or other part of the Development for the purposes permitted by the Planning Permission or a Section 73 Permission but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations and 'Occupy' and 'Occupied' shall be construed accordingly.

Planning Application: means the application for full Planning Permission for the Development submitted to the Council under reference number 23/01095.

Planning Permission: means any planning permission granted for the Development pursuant to the Planning Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the TCPA 1990 and Section 73 Permission unless the Council requires otherwise.

Site: land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF against which this Deed may be enforced as shown edged red on the Site Plan.

Site Plan: the plan with drawing number 01 annexed hereto at Appendix A.

Section 73 Permission: a planning permission which may be granted by way of approval of an application under Section 73 of the TCPA 1990 permitting the Development subject to conditions which differ from the conditions of the Planning Permission.

TCPA 1990: Town and Country Planning Act 1990.

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

Wider Country Park: the remaining Betteshanger Country Park area outside of the Site

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 and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 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 terms **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. RECITALS

- 2.1 The Owner is the registered proprietor of the freehold of the Site (and of the Wider Country Park) under title number K816722 subject to the charges described in this Deed (if any) but otherwise free from encumbrances.
- 2.2 The Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the TCPA 1990 for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.
- 2.3 The County Council is the local highway authority for the purposes of this Deed for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.

2.4 By the Planning Application the Owner has applied to the Council for Planning Permission for the Development. At a meeting of its Planning Committee on 7 March 2024 the Council resolved to approve the Planning Application subject to the prior completion of this Deed.

2.5 The Owner have agreed to enter into this Deed pursuant to the provisions of the TCPA 1990 upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the Owner but also upon any person deriving title from the Owner as provided by Section 106 of the TCPA 1990 and any persons claiming through under or in trust from them.

3. STATUTORY PROVISIONS

3.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and its respective successors and assigns.

3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council and County Council (respectively and as applicable) in accordance with section 106 of the TCPA 1990.

4. CONDITIONALITY

With the exception of clauses 1 to 4, clause 7, clause 9, clause 10, clause 12.1, clause 13, clause 14, clause 17, clause 18 (which take effect immediately), this Deed is conditional on the grant and issue of the Planning Permission.

5. COVENANTS

5.1 The Owner covenants with the Council to observe and perform the obligations set out in Schedules 1, 2, 3 and 4.

5.2 The Owner covenants with the County Council to observe and perform the obligations set out in Schedules 5 and 6.

5.3 The Owner shall notify the Council as follows:

- (a) of any disposal of its interest in the Site and of the name and address of the new owner and the date of the disposal within 10 Working Days of such disposal; and
- (b) of the date of the first Occupation of the Development within 10 Working Days of its occurrence.

6. INTEREST

If any payment which becomes due to the Council or the County Council under this Deed is not paid by the due date Interest shall be due and payable to the Council or the County Council

(as applicable) on the relevant amount for the period from the due date until the date of payment.

7. GENERAL PROVISIONS

- 7.1 Nothing (contained or implied) in this Deed shall fetter or restrict the Council or County Council's statutory rights, powers, discretions and responsibilities.
- 7.2 No waiver (whether express or implied) by a party of any breach or default in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent a party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.
- 7.3 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 or the part of the Site to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.
- 7.4 Any provision in this Deed restricting a certain action (pending the occurrence of a specific event or otherwise) shall be construed to include a restriction on permitting, allowing or tolerating such an action.
- 7.5 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 and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 7.6 No statutory authority, statutory undertaker or service company acquiring any part of the Site for the purposes of undertaking its statutory functions shall be liable for any breach of this Deed.
- 7.7 If the Planning Permission and all Section 73 Permissions shall expire within the meaning of sections 91, 92 or 93 of the TCPA 1990 or shall at any time be revoked or modified by any statutory procedure without the agreement of the Owner this Deed shall forthwith determine and cease to have further effect (insofar as it has not already been complied with) PROVIDED ALWAYS that the Development has not Commenced.
- 7.8 Nothing in this Deed shall prevent the Owner from developing the Site in accordance with a planning permission other than the Planning Permission or a Section 73 Permission.
- 7.9 Any person or body acquiring the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 7.10 In the event that an application made pursuant to section 73 of the TCPA 1990 for an amendment to the Planning Permission is granted this Deed shall (unless the Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 Permission as well as to development pursuant to the Planning Permission without the need for a further deed to be entered into pursuant to section 106 of the TCPA 1990 unless the Council requires otherwise.

8. INDEXATION

- 8.1 All financial contributions payable to the Council or the County Council shall be Index Linked.
- 8.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council/County Council shall advise the Owner in writing.

9. LOCAL LAND CHARGE

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

10. COSTS

The Owner shall prior to completion of this Deed pay the Council's and County Council's legal expenses and costs reasonably and properly incurred associated with the preparation of this Deed.

11. REASONABLENESS

- 11.1 Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed without undue delay.
- 11.2 Where an action falls to be performed by a party under this Deed such action shall be carried out by that party expeditiously in accordance with the terms of this Deed but in any event as soon as reasonably practicable and without undue delay.

12. CANCELLATION OF ENTRIES

- 12.1 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 Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 12.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 7.6 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

13. DISPUTES

- 13.1 Without prejudice to the right of any party to seek the resolution of any matter relating to this Deed by the courts and/or in accordance with Section 106 of the TCPA 1990, any dispute, controversy or claim arising out of or relating to this Deed which cannot first be resolved between the parties, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed (other than the amount of the financial

contributions payable as set out in this Deed which shall not be in dispute), shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

14. AGREEMENTS AND DECLARATIONS

14.1 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 Council in the exercise of any other statutory function.

15. NOTICES

15.1 Any notice or other communication 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.

15.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ marked for the attention of the Head of Planning and Development;
- (b) to the County Council at County Hall, Maidstone, Kent ME14 1XQ marked for the attention of the Director of Highways and Transportation; and
- (c) to the Owner such notice shall be sent to the aforementioned address or to such other person as such address as they shall notify in writing to the Council and/or County Council from time to time.

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

15.3 Any notice or other communication given in accordance with clause 15.1 and clause 15.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs

before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

- (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.

- 15.4 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.

16. 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 to enforce any term of this Deed.

17. VALUE ADDED TAX

- 17.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 17.2 If any VAT is at any time chargeable on any supply made by the Council, the County Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

18. 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) shall be governed by and construed in accordance with the law of England.

SCHEDULE 1 – BIODIVERSITY AND ECOLOGICAL ENHANCEMENTS AND MITIGATION AND PUBLIC ACCESS STRATEGY

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Country Park Ecological and Biodiversity Management Plan	<p>a detailed programme for the ongoing management and monitoring of the Habitat Compensation Measures to include:</p> <ul style="list-style-type: none"> the management and maintenance arrangements for the Habitat Compensation Measures covering a minimum period of 30 years including funding arrangements, structure and identity of the body who will be responsible for the onward management of the Habitat Compensation Measures; ongoing monitoring and reporting measures, (including the role and responsibilities of the Betteshanger Country Park's ecology/wildlife warden) which will incorporate the carrying out of updated condition assessments in accordance with DEFRA's Statutory Biodiversity Metric February 2024 including in order to determine the success of the Habitat Compensation Measures in achieving a 10% biodiversity net gain by reference to the baseline position of the Site to be delivered and maintained across the Site/Off-Site Enhancement Area <p>and which may be varied from time to time with the written agreement of the Council</p>
Fiery Clearwing Licence	a licence issued under Regulation 16 of the Wildlife and Countryside Act 1981 approving and authorising the Fiery Clearwing Strategy
Fiery Clearwing Strategy	a strategy for the translocation of the dock plant from the Site to a new receptor area in order to safeguard fiery clearwing protected species of moth to be set out in the following documents to be submitted as part of the application of the Fiery Clearwing Licence (Fiery Clearwing Strategy Documents):

	<p>(i) a dock translocation plan setting out detailed measures for the translocation/seeding of dock plant in a new and identified receptor area; and</p> <p>(ii) a monitoring and management plan setting out detailed management and monitoring proposals of the measures set out in the dock translocation plan including objectives to be measured and alternative mitigation/compensation proposals in the event any of the stated objectives are not being met</p>
Habitat and Biodiversity Enhancement Areas	those areas within the Site and the Off-Site Enhancement Area on which the Habitat Compensation Measures are to be delivered and maintained pursuant to the provisions of this Deed and the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule and as shown on the Habitat Compensation Measures Plans
Habitat Compensation Measures	the various biodiversity work and measures to be introduced to the Site and the Off-Site Enhancement Area as shown on the Habitat Compensation Measures Plan)
Habitat Compensation Measures Plans	the plan with drawing number 6535/ECO8b-HS (showing the Habitat Compensation Measures on the Site) and the plan with drawing number 6535/ECO9c-HS (showing the Habitat Compensation Measures on the Off-Site Enhancement Area) annexed hereto at Appendix B or such other drawings as may subsequently be agreed in writing by the Council
Habitat and Biodiversity Enhancement Period	a minimum period of 30 years from the date of first Occupation of the Development
Habitat and Biodiversity Enhancement Scheme	<p>a scheme to be submitted to the Council for approval in accordance with paragraph 2.1 of this Schedule the objective of which will be to achieve a minimum 10% biodiversity net gain by reference to the baseline position of the Site to be delivered and maintained on on the Site and the Off-Site Enhancement Area by which will include the following details:</p> <ul style="list-style-type: none"> the Habitat Compensation Measures; and the timing for the delivery of the Habitat Compensation Measures <p>and which may be varied from time to time with the written agreement of the Council</p>
Off-Site Enhancement Area	the area show for identification purposes only shaded pink on the Off-Site Enhancement Area Location Plan
Off-Site Enhancement Area Location Plan	the plan with drawing number 6535/ECO9a-HS annexed hereto at Appendix C or such other drawing as may subsequently be agreed in writing by the Council

Outline Visitor Management and Turtle Dove Strategy	the document entitled "Outline Visitor Management and Turtle Dove Strategy" produced by Aspect Ecology and dated October 2023 and the
Statutory Body	Natural England (or any successor in function)
Technical Note	the Technical Note entitled "Hammill Field – Turtle Dove Enhancements" produced by Aspect Ecology and dated January 2023
Turtle Dove Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and the Technical Note and to be submitted to the Council for its approval in accordance with paragraph 5.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> the new turtle dove feeding locations to be established within the Site and within the Off-Site Enhancement Area (including the specification for these); the establishment of turtle dove habitats in the Off-Site Enhancement Area; confirmation of the key objectives of the strategy including mitigating the harm to turtle doves and existing turtle dove habitats within the Site/the Wider Country Park, increasing/enhancing turtle dove territories by reference to the baseline position and maintaining the favourable conservation status of Turtle Doves (the Turtle Dove Strategy Objectives); the Turtle Dove Survey and Monitoring Regime
Turtle Dove Strategy Period	a minimum period of 30 years from the date of first Occupation of the Development or such other period as may be set out in the Approved Turtle Dove Strategy (as hereinafter defined)
Turtle Dove Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Turtle Dove Strategy and in particular the success of those measures in meeting the Turtle Dove Strategy Objectives
Turtle Dove and Visitor Monitoring Fee	the sum of £6,000 (Six Thousand Pounds) Index Linked as payment towards the Council's costs of its ongoing monitoring of the progress of the Turtle Dove Strategy Objectives and Visitor Strategy Objectives
Visitor Management Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and to be submitted to the Council for its approval in accordance with paragraph 7.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> the establishment of different zonal areas for the relevant parts of the Development and the Wider Country Park comprising core visitors zones, informal access areas and restricted access areas (Zones);

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	<ul style="list-style-type: none"> the proposed measures for the management of visitors to the Development and the Wider Country Park by reference to each Zone; confirmation of the key objectives of the strategy including the proper and comprehensive management of visitors to the Development and the wider country park having particular regard also to the Turtle Dove Strategy Objectives (the Visitor Strategy Objectives) proposals for the establishment of a full time dedicated wildlife warden for the Wider Country Park; and the Visitor Survey and Monitoring Regime
Visitor Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Visitor Strategy and in particular the success of those measures in meeting the Visitor Strategy Objectives

The Owner covenants with the Council:

2. HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME

- 2.1 To submit a Habitat and Biodiversity Enhancement Scheme to the Council for its approval prior to Commencement of Development.
- 2.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Habitat and Biodiversity Enhancement Scheme (the **Approved Habitat and Biodiversity Enhancement Scheme**).

3. HABITAT COMPENSATION MEASURES

- 3.1 To deliver the Habitat Compensation Measures in accordance with the timetable and details set out in the Approved Habitat and Biodiversity Enhancement Scheme.
- 3.2 To otherwise implement the Approved Habitat and Biodiversity Enhancement Scheme in full including maintaining and managing the Habitat and Biodiversity Enhancement Areas in accordance with the Approved Habitat Biodiversity Enhancement Scheme.

4. COUNTRY PARK ECOLOGICAL AND BIODIVERSITY MANAGEMENT PLAN

- 4.1 To submit a Country Park Ecological and Biodiversity Management Plan to the Council for its approval prior to Commencement of Development.
- 4.2 Unless previously agreed in writing with the Council not to Commence Development unless and until the Council has approved a Country Park Ecological and Biodiversity Management Plan (the Approved Country Park Ecological and Biodiversity Management Plan).

- 4.3 To implement the ongoing review, monitoring and assessment of the Habitat Compensation Measures in accordance with the Approved Country Park Ecological and Biodiversity Management Plan.
- 4.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 4.3 of this Schedule (**Biodiversity Report**) and where the findings of a Biodiversity Report indicate that the core objectives of the Biodiversity Enhancement Scheme are not being met, to use reasonable endeavours to agree a revised Habitat and Biodiversity Enhancement Scheme with the Council in order to address those failings (**Revised Habitat and Biodiversity Enhancement Scheme**).
- 4.5 Where a Revised Habitat and Biodiversity Scheme is agreed between the Owner and the Council, all references in this Schedule to the Approved Habitat and Biodiversity Enhancement Scheme shall be deemed to refer to the said agreed Revised Habitat and Biodiversity Scheme for the purpose of all onward implementation, monitoring and management of the Habitat Compensation Measures and for the avoidance of doubt, more than one Revised Habitat and Biodiversity Scheme may be agreed between the Owner and the Council.

5. TURTLE DOVE STRATEGY

- 5.1 To submit a Turtle Dove Strategy to the Council for its approval prior to Commencement of Development.
- 5.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Strategy (the **Approved Turtle Dove Strategy**).
- 5.3 To deliver the turtle dove feeding locations (and to complete all associated works) in accordance with the Approved Turtle Dove Strategy.
- 5.4 Unless and to the extent as may otherwise be provided by the Approved Turtle Dove Strategy not to Occupy any part of the Development until the turtle dove feeding locations (and all associated works) have been delivered in accordance with the Approved Turtle Dove Strategy.
- 5.5 To otherwise implement the Approved Turtle Dove Strategy in full including maintaining and managing the turtle dove feeding areas in accordance with the Approved Turtle Dove Strategy.

6. TURTLE DOVE SURVEY AND MONITORING REGIME

- 6.1 To submit a Turtle Dove Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 6.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Survey and Monitoring Regime (the **Approved Turtle Dove Survey and Monitoring Regime**).
- 6.3 To implement the ongoing review, monitoring and assessment of the Turtle Dove Strategy Objectives in accordance with the Approved Turtle Dove Survey and Monitoring Regime.
- 6.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 6.3 of this Schedule (**Turtle Dove Report**) and where the findings of a Turtle Dove Report indicate that the Turtle Dove Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Turtle Dove Strategy with the Council where reasonably required in order to address those failings (**Revised Turtle Dove Strategy**).
- 6.5 Where a Revised Turtle Dove Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Turtle Dove Strategy shall be deemed to refer to the said agreed Revised Turtle Dove Strategy for the purpose of all onward implementation, monitoring and management of the Turtle Dove Strategy Objectives and for the avoidance of doubt, more than one Revised Turtle Dove Strategy may be agreed between the Owner and the Council.

7. VISITOR STRATEGY

- 7.1 To submit a Visitor Strategy to the Council for its approval prior to Commencement of Development.
- 7.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Strategy (the **Approved Visitor Strategy**).
- 7.3 To deliver the measures and works required in order to establish the Zones in accordance with the Approved Visitor Strategy.
- 7.4 Unless and to the extent as may otherwise be provided by the Approved Visitor Strategy not to Occupy any part of the Development until the measures and works required to establish the Zones have been delivered in accordance with the Visitor Strategy.
- 7.5 To otherwise implement the Approved Visitor Strategy in full including maintaining and managing the Zones in accordance with the Visitor Strategy.

8. VISITOR SURVEY AND MONITORING REGIME

- 8.1 To submit a Visitor Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 8.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Survey and Monitoring Regime (the **Approved Visitor Survey and Monitoring Regime**).
- 8.3 To implement the ongoing review, monitoring and assessment of the Visitor Strategy Objectives in accordance with the Approved Visitor Survey and Monitoring Regime).
- 8.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 8.3 of this Schedule (**Visitor Report**) and where the findings of a Visitor Report indicate that the Visitor Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Visitor Strategy with the Council where reasonably required in order to address those failings (**Revised Visitor Strategy**).
- 8.5 Where a Revised Visitor Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Visitor Strategy shall be deemed to refer to the said agreed Revised Visitor Strategy for the purpose of all onward implementation, monitoring and management of the Visitor Strategy Objectives and for the avoidance of doubt, more than one Revised Visitor Strategy may be agreed between the Owner and the Council.

9. TURTLE DOVE AND VISITOR STRATEGY MONITORING FEE

Within 21 Working Days of the later of receiving the Council's written approval of the following:

- (i) Turtle Dove Strategy in accordance with paragraph 5.1 of this Schedule;
- (ii) Turtle Dove Survey and Monitoring Regime in accordance with paragraph 6.1 of this Schedule;
- (iii) Visitor Strategy in accordance with paragraph 7.1 of this Schedule; and
- (iv) Visitor Survey and Monitoring Regime in accordance with paragraph 8.1 of this Schedule

to pay a Turtle Dove and Visitor Monitoring Fee to the Council and thereafter to pay a Turtle Dove and Visitor Monitoring Fee annually to the Council on the anniversary of the payment of the first Turtle Dove and Visitor Monitoring Fee for the Turtle Dove Strategy Period.

10. PUBLIC ACCESS

To allow the public to access the Wider Country Park (subject to the requirements of the Approved Visitor Strategy and the usual opening/operational hours of the Wider Country Park) and to ensure that this right of access is maintained for the lifetime of the Development

provided always that the Owner will be entitled to restrict public access to all or specific parts of the Wider Country Park as appropriate for the following:

- (i) for special/private events up to a maxim of 40 days per annum (unless otherwise agreed with the Council in writing);
- (ii) the maintenance, repair, renewal, cleaning or other required works to the Wider Country Park subject to having first notified the Council in writing;
- (iii) in cases of emergency or danger to the public;
- (iv) in the interests of security and to ensure public safety; and
- (v) works to any part or parts of the Development abutting such areas (including works of maintenance, repair, alterations or other structural or non-structural works and/or alterations) for such period or periods as may be reasonably required to carry out the works/assessments subject to having first notified the Council in writing.

Formatted: List Paragraph

11. FIERY CLEARWING STRATEGY

- 11.1 To submit a copy of the Fiery Clearwing Strategy Documents to the Council as soon as reasonably practicable following the submission of the application for the Fiery Clearwing Licence to the Statutory Body.
- 11.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Fiery Clearwing Licence has been issued by the Statutory Body.

SCHEDULE 2 – PUBLIC RIGHTS OF WAY CONTRIBUTION

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

PRoW Contribution	<p>A payment of the PRoW Contribution Sum for works to improve public rights of way in the vicinity of Betteshanger Country Park including:</p> <ul style="list-style-type: none"> • clearance and surface repair to Public Bridleway ED4 and Public Footpath ED3, routing between the country park and Deal; • surface repairs to Public Bridleway EE385; • complete resurface of Byway Open to all Traffic EE245; • clearance and reinstate width, including the link onto the England Coast Path, and resurface works to Public Footpaths EE462 – EE245, EE462; • resurface of Public Footpath EE247; • reinstate width, clearance and surface section to Public Bridleway EE232; • surface section, clear and widen to Public Bridleway EE233; and • surface clearance, repair, tree work – restricted Byway EE494 and Public Footpath EE365
PRoW Contribution Sum	a sum of between £80,000 (Eighty Thousand Pounds) and £100,000 (One Hundred Thousand Pounds) to be confirmed by the Council pursuant to the findings of the PRoW Survey
PRoW Survey	a survey to be undertaken by the County Council of the public rights of way network and within way in the vicinity of Betteshanger Country Park and the level and specification of improvement works required to the same for the purposes of confirming the PRoW Contribution Sum.

2. PRoW Contribution

The Owner covenants with the County Council that within 28 Working Day of receiving the detailed findings of the PRoW Survey and confirmation of the properly assessed PRoW Contribution Sum (by reference to the said findings) in writing from the County Council, to pay the Public Rights of Way Contribution to the County Council.

SCHEDULE 3 - SAMM CONTRIBUTION

DEFINITIONS

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

SAMM Strategy	Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy
SAMM Contribution	the sum of [£56,886 (Fifty Six Thousand Eight Hundred and Eighty Six Pounds)] toward the mitigation measures set out in the SAMM Strategy

Commented [REDACTED] To discuss with DDC

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the Council to pay the SAMM Contribution to the Council prior to the Commencement of Development and not to Commence Development until the SAMM Contribution has been paid to the Council.

SCHEDULE 4 – SHUTTLE BUS SERVICE

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Neighbouring Development	the Seahive development which is the subject of planning application reference 22/01158 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Shuttle Bus Service	a flexible shuttle bus service that may be a shared service with the Neighbouring Development which is designed around the needs of employees working at the Development and Neighbouring Development (where the service is shared)

2. SHUTTLE BUS SERVICE

The Owner covenants with the Council as follows:

- 2.1 Prior to first Occupation of the Development to submit to the Council an assessment of the transport needs of the workforce of the Development or the aggregate workforce of the Development and the Neighbouring Development
- 2.2 Where the assessment submitted in accordance with paragraph 2.1 identifies a reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided in accordance with these details
- 2.3 The assessment submitted in accordance with paragraph 2.1 shall be repeated on a bi-annual basis and submitted to the Council
- 2.4 In the event a bi-annual assessment submitted in accordance with paragraph 2.3 identifies any change in reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided or revised (where one is already in place) in accordance with these details

PROVIDED ALWAYS that where an assessment identifies no reasonable need for a Shuttle Bus Service the Owner shall not be required to provide or continue to provide a Shuttle Bus Service

SCHEDULE 5 - COUNTY COUNCIL CONTRIBUTION

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Whitfield A2 Roundabout Works Contribution	the sum of £33,000 (Thirty Three Thousand Pounds) toward improvement works at the A2 Whitfield Roundabout
---	---

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the County Council to pay the Whitfield A2 Roundabout Works Contribution to the County Council prior to Occupation of the Development and not to Occupy the Development until the Whitfield A2 Junction Works Contribution has been paid to the County Council.

SCHEDULE 6 – HIGHWAY WORKS

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Highway Works	highway mitigation works at the A256/Northbourne Road Mitigation junction in accordance with the Highway Works Drawing
Highway Works Agreement	an agreement entered into with the County Council pursuant to section 278 and/or section 38 of the Highways Act 1980 in order to secure the Highway Works
Highway Works Drawing	drawing reference 22-034-003 annexed hereto at Appendix D
Neighbouring Development	the Seahive development which is the subject of planning application reference 22/01158 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Occupation of Neighbouring Development	occupation of any building or other part of the Neighbouring Development for the purposes permitted by the relevant planning permission(s) but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations

The Owner covenants with the Council:

2. DELIVERY OF HIGHWAY WORKS

- 2.1 To use reasonable endeavours to enter into a Highway Works Agreement as soon as reasonably practicable following the grant of Planning Permission.
- 2.2 Not to commence the Highway Works until the Highway Works Agreement has been completed.
- 2.3 To construct and deliver the Highway Works in accordance with the Highway Works Agreement prior to (cumulatively) the Occupation of the Development and the Occupation of the Neighbouring Development.
- 2.4 Where Occupation of the Neighbouring Development occurs prior to the Occupation of the Development, not to Occupy the Development until the Highway Works have been constructed and completed in accordance with paragraph 2.3 above.

SCHEDULE 7 – COUNCILS' COVENANTS

The Council and County Council covenant with the Owner that they will following written request from the Owner repay to the Owner (for the purposes of this Schedule meaning the person, persons or company that paid the relevant contribution) such amount of any contribution made by them to the Council or County Council under this Deed and which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of five years of the date of receipt by the Council or County Council of such payment. Any contribution or part of a contribution which the Council or County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council or County Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the Council or County Council shall not be obliged pursuant to this paragraph to return monies that do not relate to Council or County Council's functions or have been passed to persons/bodies other than the Council or County Council.

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

The COMMON SEAL of was affixed to)
this Deed in the presence of)
)
)

Authorised Signatory

)
)

Signature

EXECUTED as a deed by **LIMITED**)
acting by a director)

Director Signature

In the Presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

APPENDIX A - SITE PLAN

APPENDIX B – ~~BIODIVERSITY ENHANCEMENT~~HABITAT COMPENSATION MEASURES PLANS

APPENDIX C – OFFSITE ENHANCEMENT AREA LOCATION PLAN

APPENDIX D – HIGHWAY WORKS DRAWING

[REDACTED]

From: [REDACTED]
Sent: 10 May 2024 15:22
To: [REDACTED]
Subject: RE: S106 Betteshanger

Hi [REDACTED]

Sorry for not getting back to you – I have just amended the invite.

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED]@akdc.co.uk>
Sent: Friday, May 10, 2024 11:26 AM
To: [REDACTED]@dover.gov.uk>
Subject: Re: S106 Betteshanger

Hi [REDACTED]

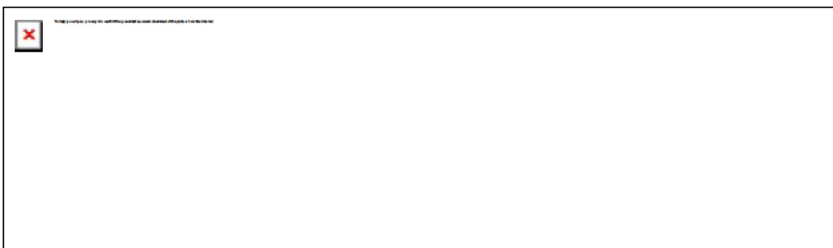
Is a 2:30pm start on Tuesday possible instead of 2pm?

Thanks

[REDACTED]

[REDACTED]

Email: [REDACTED]@akdc.co.uk
Tel: [REDACTED]



On Tue, 7 May 2024 at 14:14, [REDACTED]@akdc.co.uk> wrote:

Hi [REDACTED]

Is it possible to move next Tuesday's Betteshanger S.106 meeting back from a 2pm start to a 3pm start?

This would just allow the SeaHive's solicitor to join from the start of the call.

If this is not possible with the availability of others who need to be on the call, we can still go ahead at 2pm and perhaps run through the Hotel S.106 first before they are able to join the call.

Many thanks

[REDACTED]

[REDACTED]

Email: [REDACTED]@akdc.co.uk

Tel: [REDACTED]



On Tue, 30 Apr 2024 at 15:25, Claire Dethier <claire.dethier@dover.gov.uk> wrote:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 333 612 167 482

Passcode: 6eW5oW

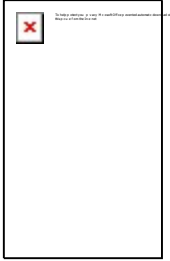
Dial-in by phone

United Kingdom, Dover

[Find a local number](#)

Phone conference ID: [REDACTED]

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



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[REDACTED]

From: [REDACTED]
Sent: 10 May 2024 15:56
To: [REDACTED]
Subject: FW: FW: Betteshanger Country Park - Section 106 agreement



[REDACTED]
Head of Planning and Development
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Email: [REDACTED]@dover.gov.uk

From: [REDACTED]@DOVER.GOV.UK>
Sent: Thursday, March 28, 2024 8:59 AM
To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>
Subject: FW: FW: Betteshanger Country Park - Section 106 agreement

FYI.

From: [REDACTED]
Sent: Wednesday, March 27, 2024 6:06 PM
To: [REDACTED]@DOVER.GOV.UK>
Subject: Re: FW: Betteshanger Country Park - Section 106 agreement

Dear [REDACTED]

Thank you for your response and I look forward to hearing from you shortly.

Best wishes

[REDACTED]

On Wed, 27 Mar 2024 at 08:37, [REDACTED]@dover.gov.uk> wrote:

Dear [REDACTED]

Please accept my sincere apologies for the delay in responding to you.

[REDACTED] has forwarded your email to our Principal Planning Lawyer, [REDACTED] and to our Head of Planning & Development, [REDACTED], to investigate the issues you have raised regarding the proposed developments at Betteshanger Country Park. I can therefore confirm that you will receive a substantive response by week commencing the 8th April.

Many thanks and regards,





DOVER DISTRICT COUNCIL



PA to the Chief Executive

Dover District Council
Council Offices,
Business Park,
CT16 3PJ

Tel: [REDACTED]
Email: [REDACTED]

Web: <http://dover.gov.uk>



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From: [REDACTED] >
Sent: Saturday, March 2, 2024 7:34 AM
To: [REDACTED] @DOVER.GOV.UK>
Cc: [REDACTED] @DOVER.GOV.UK>; [REDACTED] @DOVER.GOV.UK>;
[REDACTED] @DOVER.GOV.UK>; [REDACTED] @DOVER.GOV.UK>; [REDACTED]
[REDACTED] @dover.gov.uk>; [REDACTED] @DOVER.GOV.UK>; [REDACTED]
[REDACTED] @dover.gov.uk; [REDACTED] DOVER.GOV.UK>; [REDACTED]
[REDACTED] @DOVER.GOV.UK>; [REDACTED] @DOVER.GOV.UK>

Subject: Betteshanger Country Park - Section 106 agreement

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear [REDACTED]

I am a local resident concerned about proposed developments at Betteshanger Country Park. I am writing with particular reference to the Section 106 Agreement relating to this site entered into by the Council and other parties on 13 August 2004. As you are aware, this agreement provided for the site of the Country Park to be designated as a Local Nature Reserve by the Council, although for reasons which are unclear, this has not yet been done. This is a very material issue in relation to the pending planning applications which have been made to the Council for the construction of a hotel and a surf lagoon on the site: I am therefore copying this letter to the members of the planning committee, and to the Leader of the Council.

It appears from reports in the local press, and from correspondence from the Council which I have seen, that the Council has been advised that the current owner of the land is no longer bound by the provisions of this agreement, and that the Council can therefore no longer rely upon them to declare the land a Local Nature Reserve. [REDACTED], I am puzzled by this advice, and believe it to be incorrect. I am concerned that the Council is failing to take full advantage of its rights under this s.106 agreement, which would enable it to protect the land as originally intended in the interests of local residents and wildlife. If proper consideration is not given to the exercise of these rights, the outcome of the applications for planning permission may have the effect of severely damaging those interests. I am therefore writing to ask you to re-consider the Council's approach to this issue as a matter of urgency.

You have been reported in the press as having stated that the Council has no power to declare the land as a nature reserve as it has no legal interest in the land, and the current owner has not agreed to such a declaration being made. However, the s.106 agreement makes it abundantly clear, in several provisions, that such an agreement was entered into by the then owner of the land. In my view, this agreement still binds the current owner, as the s.106 agreement specifically provides it would do: no evidence has been provided that the agreement has been revoked or varied in this or any other respect.

For ease of reading, I have set out the relevant provisions of the s.106 agreement, and my comments on their effect, at the end of this email. If you do not agree with my interpretation, I should be grateful if you could clarify exactly why you disagree, and also answer the queries I raise below.

There may of course be relevant circumstances of which I am not aware affecting the issue, in which case please provide details. Otherwise, I am at a loss to understand why, in the light of the clear intention, wording and effect of this Agreement, you have been quoted as saying that the Council cannot declare this land a nature reserve because it does not have the agreement of the landowner. I believe that your colleague [REDACTED] has stated that "notwithstanding that the 2004 section 106 agreement runs with the land and binds successors in title, the agreement contained in clause 2 as to the designation and management of the nature reserve land is not irrevocable, should the owner make such a decision."

[REDACTED] cites no legal authority for stating that the agreement contained in Clause 2 of the agreement is revocable, and this is a surprising assertion. Under normal contractual principles, the obligations contained in a contract are only variable or revocable with the agreement of the parties to the contract. Section 106 agreements can be varied or discharged in accordance with the express provisions of the Act, but not otherwise. Obviously, the binding of the parties to their obligations is fundamental to the entering into of an agreement under s.106 powers (or to any contract, for that matter): the whole exercise would be rendered pointless if this were not the case.

Clause 5 of the First Schedule of the agreement also contains a covenant on the part of the landowner agreeing that the land may be made the subject of a declaration as a local nature reserve: does the Council maintain that this clause is also revocable?

So far as I am aware, there is no provision in the Town and Country Planning Act providing for unilateral revocation of s.106 obligations by any party. Neither is there any right to this effect given to the owner of the land or its successors in title by the provisions of the 2004 agreement itself. Please could you therefore clarify why the Council thinks that the landowner has the legal power to do this?

So far as I am aware, no evidence has been brought forward to suggest that any owner of the land has in fact ever made or attempted to make such a revocation. Again, please could you clarify why the Council thinks that this might have happened? Or is it the case that the Council has consented at any time to the variation or discharge of any of the obligations in this s.106 agreement? If so, please provide details.

[REDACTED] has also pointed out that Section 19(3) of the National Parks and Access to the Countryside Act 1949 provides that a local authority must de-declare land which is the subject of a nature reserve declaration when an agreement ceases to be in force. However, again, she has not specified the circumstances in which the binding commitment given by the landowner in this Section 106 agreement ceased to be in force. Please clarify whether this has indeed happened, and if so, by what means and when? (The provision regarding de-declaration is arguably irrelevant anyway where the Council has failed to declare the land as a nature reserve in the first place.)

In support of the argument that the land is still subject to an agreement that it be declared a nature reserve is the fact that it was sold to Betteshanger Properties Ltd for a price which clearly took into account that restriction on its potential use. The current owner, and the vendor of the land to that owner, must have believed that the land was subject to such a binding obligation when it was purchased in 2019. This can be the only explanation for the valuation of the land at that time, which I believe to have been in the region of £620,000 or thereabouts. This would obviously be an extraordinarily low valuation for a site of this size if that site was considered to have the potential for built development, and was no longer subject to the obligations contained in the s.106 agreement made in 2004.

I look forward to hearing from you as soon as possible on the questions raised above. Further contact details can be provided on request if you require these. Thank you for your attention to this matter.

Yours sincerely,

Relevant provisions of s. 106 Agreement of 13 August 2004

Clause 8 of the preamble to the Agreement (page 4) shows the intentions of the parties:

“The Owner and the Council have agreed that the Nature Reserve Land shall be designated as a Local Nature Reserve within the meaning of Section 15 of the National Parks and Access to Countryside Act and that it shall be managed as such.”

Clause 1 of the Agreement states that this obligation binds all succeeding owners of the land:

“This Agreement is made pursuant to Section 106 of the Act and all other powers enabling with the intent and so that each and every covenant on the part of the Owner herein contained shall be a planning obligation for the purposes of the said Section 106 and shall be enforceable by the Council without limit of time against the Owner and any person or persons corporate or otherwise who shall claim or derive any interest or estate in the Land (or any part or parts thereof) through or under the Owner.”

The binding of subsequent landowners under agreements made under the powers conferred by Section 106 of the Town and Country Planning Act is provided for in the Act itself, whether or not this is explicitly stated in the relevant agreement. Therefore, the provisions of this Section 106 Agreement became fully binding on the current owner of the land in question when it acquired the land, and continue to bind it unless it can be shown that the agreement has been discharged, revoked or varied, or the landowner otherwise released from its obligations.

Clause 2 makes it clear that that the Agreement is made under s.106 powers, and is also an agreement for the purposes of designation under the National Parks and Access to Countryside Act 1949:

“Insofar as it relates to the designation and management of the Nature Reserve Land as a Local Nature Reserve this Agreement is made pursuant to the powers referred to in Clause 1 above and is an agreement for the purposes of Section 16 of the National Parks and Countryside Act 1949.

Clause 5 of the First Schedule of the Agreement contains a covenant by the Owner as follows:

“That the Nature Reserve Land may be made the subject of a declaration as a local nature reserve by the Council and which shall be managed as such a nature reserve within the meaning of Section 15 of the National Parks and Access to the Countryside Act 1949 in accordance with a Nature Conservation Management Plan approved by English Nature.”

This is the effective agreement by the landowner, which binds all subsequent landowners, to the declaration of the land as a local nature reserve.

Clause 7 of the First Schedule to the Agreement contains a covenant by the Owner that:

“the designation as a local nature reserve of the Nature Reserve Land shall continue in full force and effect for a term of 21 years and thereafter for as long a period as may be agreed between the Owner and the Council subject to English Nature or its successors recognising a continuing nature conservation value the protection of which is deemed to be in the public interest.”

The beginning of the 21-year term is not specified, but presumably is intended to run from the date of the designation referred to. As this has not yet taken place, that 21-year term has not yet started to run.

Clause 9 of the First Schedule of the Agreement contains a further covenant by the Owner that the Nature Reserve Land shall not be developed (including by means of permitted development) without the Council's approval in writing, not to be unreasonably withheld unless such development would cause unacceptable damage to the wildlife value of the site.

This Clause strengthens further the Council's powers to control inappropriate development on the site, an indication of the importance attached to its intended use as a local nature reserve.

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[REDACTED]

From: [REDACTED]
Sent: 11 May 2024 15:29
To: [REDACTED]
Subject: Betteshanger -Section 106 moneys distribution

Hi all

Is this something you might be able to help with if I show you the draft S106's?

Thanks

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED]@DOVER.GOV.UK>
Sent: Thursday, May 9, 2024 8:53 AM
To: [REDACTED]@dover.gov.uk>
Subject: FW: Betteshanger -Section 106 moneys distribution

Hi – would you be able to answer this one please?



[REDACTED]
Head of Planning and Development
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Email: [REDACTED]@dover.gov.uk

From: Cllr-[REDACTED]@dover.gov.uk>
Sent: Wednesday, May 1, 2024 10:15 AM
To: [REDACTED]@DOVER.GOV.UK>
Subject: Betteshanger -Section 106 moneys distribution

[REDACTED]
With the 100th Anniversary event imminent - when [REDACTED] & I at least will be attending - are you able to advise, at this stage, where the 106 £££ is likely to be allocated to?
Regards.

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[REDACTED]

From: [REDACTED]
Sent: 11 May 2024 15:34
To: Cllr-[REDACTED]
Cc: [REDACTED]
Subject: Betteshanger -Section 106 moneys distribution

Dear Cllr [REDACTED]

[REDACTED] has asked that I look into this for you. The S106 agreements (there will be two – one relating to the Seahive project and one relating to the hotel) are not yet finalised and the decisions have not yet been issued.

I can certainly discuss with the planning policy team what sort of projects the money potentially could be spent on, but this will all be approximate figures and possibly subject to change!

How quickly do you need to know so I make sure I respond in time.

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: Cllr-[REDACTED]@dover.gov.uk>
Sent: Wednesday, May 1, 2024 10:15 AM
To: [REDACTED]@DOVER.GOV.UK>
Subject: Betteshanger -Section 106 moneys distribution

[REDACTED]
With the 100th Anniversary event imminent - when [REDACTED] & I at least will be attending - are you able to advise, at this stage, where the 106 £££ is likely to be allocated to?
Regards.

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[REDACTED]

From: [REDACTED]
Sent: 13 May 2024 09:26
To: [REDACTED]
Subject: RE: Betteshanger -Section 106 moneys distribution

Hi [REDACTED]

Yes if you share the draft 106, I can set out the projects the funds should be going to based on the IDP etc.

Carly



[REDACTED]
Principal Policy and Infrastructure Planner
Planning Policy and Projects | Planning and Development
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Direct: [REDACTED]
General team email accounts are: local.plan@dover.gov.uk or developer.contributions@dover.gov.uk
My Pronouns are: [REDACTED]

From: [REDACTED]@dover.gov.uk>
Sent: Saturday, May 11, 2024 3:29 PM
To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>
Subject: Betteshanger -Section 106 moneys distribution

Hi all

Is this something you might be able to help with if I show you the draft S106's?

Thanks

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED]@DOVER.GOV.UK>
Sent: Thursday, May 9, 2024 8:53 AM
To: [REDACTED]@dover.gov.uk>
Subject: FW: Betteshanger -Section 106 moneys distribution

Hi – would you be able to answer this one please?



Head of Planning and Development

Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ

Tel:

Email: [\[REDACTED\]@dover.gov.uk](mailto: [REDACTED]@dover.gov.uk)

From: Cllr-[\[REDACTED\]@dover.gov.uk](mailto: [REDACTED]@dover.gov.uk)>

Sent: Wednesday, May 1, 2024 10:15 AM

To: [\[REDACTED\]@DOVER.GOV.UK](mailto: [REDACTED]@DOVER.GOV.UK)>

Subject: Betteshanger -Section 106 moneys distribution

[REDACTED]
With the 100th Anniversary event imminent - when [REDACTED] & I at least will be attending - are you able to advise, at this stage, where the 106 £££ is likely to be allocated to?
Regards.

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From: [REDACTED]
Sent: 14 May 2024 11:03
To: Cllr-[REDACTED]
Cc: [REDACTED]
Subject: Betteshanger -Section 106 moneys distribution

Dear Cllr [REDACTED]

The draft S106 agreements for both the Seahive and hotel projects currently have financial contributions relating to turtle dove and visitor monitoring fee, Special Protection Area Strategic Access Management and Monitoring (SAMM) plan, and improvement works at A2 Whitfield roundabout. The Seahive also has a payment for the monitoring of the habitat and biodiversity enhancement scheme and the hotel scheme also has a payment towards public right of way improvements. All of the contributions will be allocated to specific projects which are outlined below;

If you need any further assistance, please let me know.

Seahive draft financial provisions;

Habitat and Biodiversity Enhancement Scheme Monitoring Fee	the sum of £4,000 (Four Thousand Pounds) Index Linked payment towards the Council's costs of its ongoing monitoring of the progress of the Habitat Compensation Measures
Turtle Dove and Visitor Monitoring Fee	the sum of £6,000 (Six Thousand Pounds) Index Linked as payment towards the Council's costs of its ongoing monitoring of the progress of the Turtle Dove Strategy Objectives and Visitor Strategy Objectives
SAMM Contribution	the sum of £13,425 (Thirteen Thousand Four Hundred and Twenty Five Pounds) toward the mitigation measures set out in the SAMM Strategy
Whitfield A2 Roundabout Works Contribution	the sum of £27,000 (Twenty Seven Thousand Pounds) toward improvement works at the A2 Whitfield Roundabout

Hotel scheme draft financial provisions

Turtle Dove and Visitor Monitoring Fee	the sum of £6,000 (Six Thousand Pounds) Index Linked as payment towards the Council's costs of its ongoing monitoring of the progress of the Turtle Dove Strategy Objectives and Visitor Strategy ObjectiveB
PRoW Contribution Sum	a sum of between £80,000 (Eighty Thousand Pounds) and £100,000 (One Hundred Thousand Pounds) to be

	confirmed by the Council pursuant to the findings of the PRow Survey
SAMM Contribution	the sum of [£56,886 (Fifty Six Thousand Eight Hundred and Eighty Six Pounds)] toward the mitigation measures set out in the SAMM Strategy
Whitfield A2 Roundabout Works Contribution	The Owner covenants with the County Council to pay the Whitfield A2 Roundabout Works Contribution to the County Council prior to Occupation of the Development and not to Occupy the Development until the Whitfield A2 Junction Works Contribution has been paid to the County Council.

Kind regards,

[REDACTED]



Planning & Development Manager

Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ

Email: [REDACTED]@dover.gov.uk

Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: Cllr-[REDACTED]@dover.gov.uk>
 Sent: Monday, May 13, 2024 12:42 PM
 To: [REDACTED]@dover.gov.uk>
 Cc: [REDACTED]@DOVER.GOV.UK>
 Subject: Re: Betteshanger -Section 106 moneys distribution

Dear [REDACTED]

Thank you for your response to my query. If at all possible it would (recognising that both any mooted specific project and/or its associated finance might alter nearer the time) be useful for me to understand what option may be under consideration - ideally as soon as convenient if you could advise when that might be.

Thank you.

From: [REDACTED]@dover.gov.uk>
 Sent: Saturday, May 11, 2024 3:33:40 PM
 To: Cllr-[REDACTED]@dover.gov.uk>
 Cc: [REDACTED]@DOVER.GOV.UK>
 Subject: Betteshanger -Section 106 moneys distribution

Dear Cllr [REDACTED]

[REDACTED] has asked that I look into this for you. The S106 agreements (there will be two – one relating to the Seahive project and one relating to the hotel) are not yet finalised and the decisions have not yet been issued.

I can certainly discuss with the planning policy team what sort of projects the money potentially could be spent on, but this will all be approximate figures and possibly subject to change!
How quickly do you need to know so I make sure I respond in time.

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: Cllr [REDACTED]@dover.gov.uk>

Sent: Wednesday, May 1, 2024 10:15 AM

To: [REDACTED]@DOVER.GOV.UK>

Subject: Betteshanger -Section 106 moneys distribution

[REDACTED]
With the 100th Anniversary event imminent - when [REDACTED] & I at least will be attending - are you able to advise, at this stage, where the 106 £££ is likely to be allocated to?
Regards.

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[REDACTED]

From: [REDACTED]
Sent: 14 May 2024 11:04
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Betteshanger S.106 Draft Agreements

Hi [REDACTED]

Thanks so much for this. No you aren't missing anything, I didn't massively think it through, just assumed there was some payment I had forgotten about!

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager

Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ

Email: [REDACTED]@dover.gov.uk

Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED]@DOVER.GOV.UK>
Sent: Tuesday, May 14, 2024 9:22 AM
To: [REDACTED]@dover.gov.uk>
Cc: [REDACTED]@DOVER.GOV.UK>
Subject: FW: Betteshanger S.106 Draft Agreements

Hiya [REDACTED]

I've taken a look but I'm a little confused about the original query about how the S106 funds will be spent.

Looking at these drafts of agreements the financial payments we will be collecting are all related to the SPA SAMM strategy tariff (I note they are querying the amounts), PROW improvements and the Whitfield roundabout only. These are really clear as to what the money is being collected and will be used for in the S106 wording.

No contributions are being requested for anything else in relation to social infrastructure, so no decisions will need to be made as to how it will be spent by DDC.

Does the reply just need to state that S106 (once finalised) will set out clearly how the S106 funds to be collected will be spent, and summarise the different schedules or am I missing something?

[REDACTED]



Principal Policy and Infrastructure Planner

Planning Policy and Projects | Planning and Development

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ

Direct: [REDACTED]

General team email accounts are: local.plan@dover.gov.uk or developer.contributions@dover.gov.uk

My Pronouns are: [REDACTED]

From: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>

Sent: Monday, May 13, 2024 6:24 PM

To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>

Subject: Betteshanger S.106 Draft Agreements

Hi [REDACTED]

Please find attached the s106's. Many thanks for your help.

[REDACTED]



Planning & Development Manager

Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ

Email: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>

Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED] <[\[REDACTED\]@akdc.co.uk](mailto:[REDACTED]@akdc.co.uk)>

Sent: Thursday, May 9, 2024 11:00 AM

To: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>; [REDACTED]

[REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>

Cc: [REDACTED] <[\[REDACTED\]@quinn-estates.com](mailto:[REDACTED]@quinn-estates.com)>

Subject: Betteshanger S.106 Draft Agreements

Hi all

I hope you are well - Ahead of our call next Tuesday, please see attached the latest drafts of the S.106 agreements for The SeaHive and Betteshanger Park Hotel & Spa.

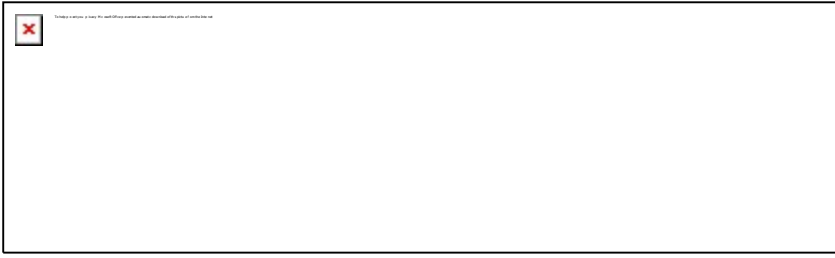
If you require anything further before the meeting, please let me know.

Kind regards

[REDACTED]

Email: [REDACTED] <[\[REDACTED\]@akdc.co.uk](mailto:[REDACTED]@akdc.co.uk)>

Tel: [REDACTED]



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[REDACTED]

From: [REDACTED]
Sent: 14 May 2024 17:15
To: [REDACTED]
Cc: [REDACTED]
Subject: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

Hi [REDACTED]

Following a brief chat with [REDACTED] earlier we discussed a very short response saying something along the lines of;

“We have received your letter dated xxx and are discussing the matters you have raised internally. We will revert with our substantive response in due course.”

[REDACTED] are you happy with this – it needs to go by tomorrow

Thanks

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

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From: DDC Development Management <DevelopmentManagement@DOVER.GOV.UK>

Sent: Wednesday, May 1, 2024 3:41 PM

To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>

Subject: Fw: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

Importance: High

I have not acknowledged the email.



[REDACTED]
Planning Support and Land Charges Manager

Development Management

Dover District Council
Council Offices, White Cliffs Business Park,
Whitfield, Dover CT16 3PJ

Tel: [REDACTED]
Mobile: [REDACTED]

Email: [REDACTED]@DOVER.gov.uk
Web: [dover.gov.uk](https://www.dover.gov.uk)

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From: [REDACTED]@leighday.co.uk>
Sent: Wednesday, May 1, 2024 12:39
To: DDC Development Management <DevelopmentManagement@DOVER.GOV.UK>; [REDACTED]@icenciprojects.com
<[\[REDACTED\]@icenciprojects.com](mailto:[REDACTED]@icenciprojects.com)>
Cc: [REDACTED]@leighday.co.uk>; [REDACTED]@leighday.co.uk>; [REDACTED]
[REDACTED]@leighday.co.uk>
Subject: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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Dear Dover Council, Betteshanger Country Park and SEAHIVE (c/o Icenci Projects)

Re: Forthcoming grant of planning permission for the erection of a surfing lagoon and pools (DOV/22/01158) and a 120-bed hotel (C1) building with associated facilities (DOV/23/01095)

We write on behalf of Friends of Betteshanger in relation to the above two applications and in accordance with the Judicial Review Pre-Action Protocol. Please see the letter attached for your urgent attention. Given the contents of this letter, we strongly advise it is passed on to your legal department as a matter of priority.

Please kindly:

- Confirm safe receipt on behalf of the proposed Defendant and that no hard copy is required
- Confirm safe receipt on behalf of the Interested Parties. Please note that a hard copy of the enclosed correspondence has also been sent by post to the proposed Interested Parties' registered addresses.
- Provide a response within 14 days, i.e. by **15 May 2024**

Kind regards,

[REDACTED]
Associate Solicitor

[REDACTED]
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From: [REDACTED]@leighday.co.uk>
Sent: 15 May 2024 12:29
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

Dear [REDACTED]

Thank you for the below.

The letter was sent under the Pre-Action Protocol for Judicial Review, under which the proposed defendants should normally respond within 14 days, i.e. by today, 15 May 2024. In those circumstances, please can you confirm if a response will be provided by today's deadline and, if not, clarify when it can be expected by?

Many thanks.

Best wishes,
[REDACTED]

[REDACTED]
Associate Solicitor

[REDACTED]
leighday.co.uk

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From: [REDACTED]@dover.gov.uk>
Sent: Wednesday, May 15, 2024 9:39 AM
To: [REDACTED]@leighday.co.uk>
Cc: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>; [REDACTED]
[REDACTED]@leighday.co.uk>; [REDACTED]@leighday.co.uk>
Subject: [EXTERNAL] URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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Dear [REDACTED],

We have received your letter dated 1st May 2024 and are discussing the matters you have raised internally. We will revert with our substantive response in due course.

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager

Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ

Email: [REDACTED]@dover.gov.uk

Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED]@leighday.co.uk>

Sent: Wednesday, May 1, 2024 12:39

To: DDC Development Management <DevelopmentManagement@DOVER.GOV.UK>; [REDACTED]@icenciprojects.com

<[REDACTED]@icenciprojects.com>

Cc: [REDACTED]@leighday.co.uk>; [REDACTED]@leighday.co.uk>; [REDACTED]

[REDACTED]@leighday.co.uk>

Subject: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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Dear Dover Council, Betteshanger Country Park and SEAHIVE (c/o Icenci Projects)

Re: Forthcoming grant of planning permission for the erection of a surfing lagoon and pools (DOV/22/01158) and a 120-bed hotel (C1) building with associated facilities (DOV/23/01095)

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- Confirm safe receipt on behalf of the proposed Defendant and that no hard copy is required
- Confirm safe receipt on behalf of the Interested Parties. Please note that a hard copy of the enclosed correspondence has also been sent by post to the proposed Interested Parties' registered addresses.
- Provide a response within 14 days, i.e. by **15 May 2024**

Kind regards,

[REDACTED]

Associate Solicitor

[REDACTED]

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[REDACTED]

From: [REDACTED]@akdc.co.uk>
Sent: 16 May 2024 17:47
To: [REDACTED]
Subject: Betteshanger S.106 Agreements - Hotel & The SeaHive
Attachments: SeaHive Draft s.106 16 5 25 (2).docx; Hotel and Spa (Betteshanger) Draft s.106 16 5 24 (2).docx

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Hi all

Following on from our call on Tuesday, please see attached updated drafts of the S.106 agreements for both Betteshanger applications.

I hope this is helpful ahead of your internal meeting on Monday and we look forward to any further comments you may have so that the agreements can be finalised in due course.

Kind regards

[REDACTED]

Email: [REDACTED]@akdc.co.uk
Tel: [REDACTED]



DATED

2024

(1) DOVER DISTRICT COUNCIL

and

~~(2) KENT COUNTY COUNCIL~~

and

~~(23)~~ BETTESHANGER PROPERTY LIMITED

and

~~(34)~~ THE SEAHIVE LIMITED

DEED OF AGREEMENT

Pursuant to Section 106 of The Town and Country Planning Act 1990 (as amended)
relating to land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF

PLANNING APPLICATION NUMBER: 22/01158

Seahive Development

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COMMUNITY INITIATIVES AND APPRENTICESHIP SCHEMES	Error! Bookmark not defined.
SCHEDULE 3	
SMM CONTRIBUTION	Error! Bookmark not defined.
SCHEDULE 4	
WHITFIELD A2 ROUNDABOUT WORKS CONTRIBUTION	COUNTY COUNCIL
CONTRIBUTION	Error! Bookmark not defined.
SCHEDULE 5	
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APPENDIX

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Commented [] To be reviewed and updated.

THIS DEED is dated

2024

BETWEEN

(1) **DOVER DISTRICT COUNCIL** of Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ ("the **Council**");

~~(2) **KENT COUNTY COUNCIL** of County Hall, County Hall, Maidstone, Kent ME14 1XQ ("the **County Council**");~~

~~(3)~~(2) **BETTESHANGER PROPERTY LIMITED** incorporated and registered in England and Wales with company registration number 12220590 and whose registered office is at The Cow Shed, Highland Court Farm, Bridge, Canterbury CT4 5HW ("**Owner**"); and

~~(4)~~(3) **THE SEAHIVE LIMITED** incorporated and registered in England and Wales with company number 13217060 whose registered office is at Nucleus House, 2nd Floor, 2 Lower Mortlake Road, Richmond TW9 2JA (**Seahive**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed and for no other purpose, the following operations: operations in connection with any archaeological investigations, habitat creation and planting works of excavation; demolition site clearance; diversion of services; installation of services for construction purposes only; site or soil investigations remedial action in respect of any contamination; landscaping works; provision of construction access; noise attenuation works; or the erection of hoardings and fences and "Commence Development" and "Commenced" shall be construed accordingly.

County Council: Kent County Council of County Hall, County Hall, Maidstone, Kent ME14 1XQ (or an successor in function for the relevant purposes of this Deed);

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Development:	means the development of the Site by the erection of a surfing lagoon and pools, hub building (to include café/restaurant/bar lounge, shop, hiring and changing facilities and multi-use space), 15 overnight holiday pods, learning hive, yoga studio, fitness/health and wellbeing facilities, bike/pumptrack and associated roads, paths, car and cycle parking, together with landscaping and necessary access works and associated site infrastructure. (Re-consultation: additional/revised information including: re-positioned holiday lodge; revised parking arrangement; updated ecological appraisal; updated flood risk assessment & drainage strategy; habitat regulations assessment information; transport response; and visitor management and turtle dove strategy.
Index Linked:	<p>increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this Deed x (A/B) where:</p> <p>A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.</p> <p>B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed.</p>
Interest:	interest at 4% per annum above the base rate from time to time of the Bank of England.
Occupation:	<p>occupation of any building or other part of the Development for the purposes permitted by the Planning Permission or a Section 73 Permission but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations and ‘Occupy’ and ‘Occupied’ shall be construed accordingly.</p>
Planning Application:	means the application for full Planning Permission for the Development submitted to the Council under reference number 22/01158.
Planning Permission:	means any planning permission granted for the Development pursuant to the Planning Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the TCPA 1990 and Section 73 Permission unless the Council requires otherwise.

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Site:	land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF against which this Deed may be enforced as shown edged red on the Site Plan.
Site Plan:	the plan with drawing number 01 annexed hereto at Appendix A.
Section 73 Permission:	a planning permission which may be granted by way of approval of an application under Section 73 of the TCPA 1990 permitting the Development subject to conditions which differ from the conditions of the Planning Permission.
TCPA 1990:	Town and Country Planning Act 1990.
VAT:	means 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.

- 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 and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 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 terms **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. RECITALS

- 2.1 The Owner is the registered proprietor of the freehold of the Site (and of the Wider Country Park as defined in Schedule 1) under title number K816722 subject to the charges described in this Deed (if any) but otherwise free from encumbrances.
- 2.2 The Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the TCPA 1990 for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.

~~2.3 The County Council is the local highway authority for the purposes of this Deed for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.~~

2.42.3 Seahive entered into an agreement for lease with the Owner on 26 August 2022 to take a lease of the Site subject to the grant of a satisfactory planning permission.

2.52.4 SeaHive by the Planning Application has applied to the Council for Planning Permission for the Development. At a meeting of its Planning Committee on 7 March 2024 the Council resolved to approve the Planning Application subject to the prior completion of this Deed.

2.62.5 The Owner and Seahive have agreed to enter into this Deed pursuant to the provisions of the TCPA 1990 upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the Owner but also upon any person deriving title from the Owner as provided by Section 106 of the TCPA 1990 and any persons claiming through under or in trust from them.

3. STATUTORY PROVISIONS

- 3.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 3.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and its respective successors and assigns.
- 3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council ~~and County Council (respectively and as applicable)~~ in accordance with section 106 of the TCPA 1990.

4. CONDITIONALITY

This Deed is conditional on:

- 4.1 the issue of the Planning Permission, and
- 4.2 Commencement of Development

with the exception of clauses 1 to 4, clause 7, clause 9, clause 10, clause 12.1, clause 13, clause 14, clause 17, clause 18 (which take effect immediately) and ~~XXX of Schedule XX~~ which shall come into effect immediately upon the issue of the Planning Permission,

Commented [] Include ref to any pre commencement obligations here.

5. COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the obligations set out in Schedules 1, 2, 3, ~~and 4, 5 and 6.~~
- 5.2 The ~~Council~~Owner covenants with the ~~Owner~~County Council to observe and perform the obligations set out in Schedules ~~7, 5 and 6.~~
- 5.3 The Owner shall notify the Council as follows:
 - (a) of any disposal of its interest in the Site and of the name and address of the new owner and the date of the disposal within 10 Working Days of such disposal; and
 - (b) of the date of the first Occupation of the Development within 10 Working Days of its occurrence.

6. COVENANTS BY SEAHIVE

Seahive acknowledges and declares that this deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that its [agreement for lease] shall take effect subject to this Deed provided that Seahive shall otherwise have no liability under this Deed unless it (i) takes possession of the Site or any part of it or (ii) undertakes any part of the Development of the Site or (iii) becomes a successor in title to the Owner in which case if (i) and/or (ii) and/or (iii) apply it too will be bound by the obligations as if it were a person deriving title from the Owner.

7. INTEREST

If any payment which becomes due to the Council ~~or the County Council~~ under this Deed is not paid by the due date Interest shall be due and payable to the Council ~~or the County Council (as applicable)~~ on the relevant amount for the period from the due date until the date of payment.

8. GENERAL PROVISIONS

- 8.1 Nothing (contained or implied) in this Deed shall fetter or restrict the ~~Council or County Council's~~ statutory rights, powers, discretions and responsibilities.

- 8.2 No waiver (whether express or implied) by a party of any breach or default in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent a party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.
- 8.3 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 or the part of the Site to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.
- 8.4 Any provision in this Deed restricting a certain action (pending the occurrence of a specific event or otherwise) shall be construed to include a restriction on permitting, allowing or tolerating such an action.
- 8.5 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 and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 8.6 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 8.6.1 any statutory authority, statutory undertaker, service company or other person who acquires any part of the Site or interest therein for the purposes of undertaking its statutory functions;
- 8.6.2 any Associated Charities (as defined in Schedule 2) or other occupiers who are occupying part of the Development solely for the purposes of providing programmes, courses and events at the Development
- 8.7 If the Planning Permission and all Section 73 Permissions shall expire within the meaning of sections 91, 92 or 93 of the TCPA 1990 or shall at any time be revoked or modified by any statutory procedure without the agreement of the Owner this Deed shall forthwith determine and cease to have further effect (insofar as it has not already been complied with) PROVIDED ALWAYS that the Development has not Commenced.
- 8.8 Nothing in this Deed shall prevent the Owner from developing the Site in accordance with a planning permission other than the Planning Permission or a Section 73 Permission.
- 8.9 Any person or body acquiring the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 8.10 In the event that an application made pursuant to section 73 of the TCPA 1990 for an amendment to the Planning Permission is granted this Deed shall (unless the Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 Permission as well as to development pursuant to the Planning Permission without the need for a further deed to be entered into pursuant to section 106 of the TCPA 1990 unless the Council requires otherwise.

9. INDEXATION

- 9.1 All financial contributions payable to the Council ~~or the County Council~~ shall be Index Linked.
- 9.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council/~~County Council~~ shall advise the Owner in writing.

10. LOCAL LAND CHARGE

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

11. COSTS

The Owner shall prior to completion of this Deed pay the Council's ~~and County Council's~~ legal expenses and costs reasonably and properly incurred associated with the preparation of this Deed.

12. REASONABLENESS

- 12.1 Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed without undue delay.
- 12.2 Where an action falls to be performed by a party under this Deed such action shall be carried out by that party expeditiously in accordance with the terms of this Deed but in any event as soon as reasonably practicable and without undue delay.

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 Council's reasonable and proper costs) the Council will issue a written confirmation of such 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 8.6 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will 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 Without prejudice to the right of any party to seek the resolution of any matter relating to this Deed by the courts and/or in accordance with Section 106 of the TCPA 1990, any dispute, controversy or claim arising out of or relating to this Deed which cannot first be resolved between the parties, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed (other than the amount of the financial

contributions payable as set out in this Deed which shall not be in dispute), shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

15. AGREEMENTS AND DECLARATIONS

15.1 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 Council in the exercise of any other statutory function.

16. NOTICES

16.1 Any notice or other communication 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.

16.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ marked for the attention of the Head of Planning and Development;
- ~~(b) to the County Council at County Hall, Maidstone, Kent ME14 1XQ marked for the attention of the Director of Highways and Transportation;~~
- ~~(c)~~ (b) to the Owner such notice shall be sent to the aforementioned address or to such other person as such address as they shall notify in writing to the Council ~~and/or County Council~~ from time to time;
- ~~(d)~~ (c) to Seahive such notice shall be sent to the aforementioned address or to such other person as such address as they shall notify in writing to the Council ~~and/or County Council~~ from time to time.

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

16.3 Any notice or other communication given in accordance with clause 15.1 and clause 15.2 will be deemed to have been received:

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

16.4 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.

17. 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 to enforce any term of this Deed.

18. VALUE ADDED TAX

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

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

19. 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) shall be governed by and construed in accordance with the law of England.

SCHEDULE 1 – BIODIVERSITY AND ECOLOGICAL ENHANCEMENTS AND MITIGATION AND PUBLIC ACCESS STRATEGY

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Country Park Ecological and Biodiversity Management Plan	<p>a detailed programme for the ongoing management and monitoring of the Habitat Compensation Measures to include:</p> <ul style="list-style-type: none"> the management and maintenance arrangements for the Habitat Compensation Measures covering a minimum period of 30 years including funding arrangements, structure and identity of the body who will be responsible for the onward management of the Habitat Compensation Measures; ongoing monitoring and reporting measures, (including the role and responsibilities of the Betteshanger Country Park's ecology/wildlife warden) which will incorporate the carrying out of updated condition assessments in accordance with DEFRA's Statutory Biodiversity Metric February 2024 including in order to determine the success of the Habitat Compensation Measures in achieving a 10% biodiversity net gain by reference to the baseline position of the Site to be delivered and maintained across the Site/Off-Site Enhancement Area <p>and which may be varied from time to time with the written agreement of the Council</p>
Fiery Clearwing Licence	<p>a licence issued under Regulation 16 of the Wildlife and Countryside Act 1981 approving and authorising the Fiery Clearwing Strategy</p>
Fiery Clearwing Strategy	<p>a strategy for the translocation of the dock plant from the Site to a new receptor area in order to safeguard fiery clearwing protected species of moth to be set out in the following documents to be submitted as part of the application of the Fiery Clearwing Licence (Fiery Clearwing Strategy Documents):</p> <ul style="list-style-type: none"> (i) a dock translocation plan setting out detailed measures for the translocation/seeding of dock plant in a new and identified receptor area; and

	(ii) a monitoring and management plan setting out detailed management and monitoring proposals of the measures set out in the dock translocation plan including objectives to be measured and alternative mitigation/compensation proposals in the event any of the stated objectives are not being met
Habitat and Biodiversity Enhancement Areas	those areas within the Site and the Off-Site Enhancement Area on which the Habitat Compensation Measures are to be delivered and maintained pursuant to the provisions of this Deed and the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule and as shown on the Habitat Compensation Measures Plan
Habitat and Biodiversity Enhancement Period	a minimum period of 30 years from the date of first Occupation of the Development
Habitat and Biodiversity Enhancement Scheme	<p>a scheme to be submitted to the Council for approval in accordance with paragraph 2.1 of this Schedule the objective of which will be to achieve a minimum 10% biodiversity net gain for the Site -by reference to the baseline position and delivered across the Site/Off-Site Enhancement Area which will include the following details:</p> <ul style="list-style-type: none"> • the Habitat Compensation Measures; and • the timing for the delivery of the Habitat Compensation Measures <p>and which may be varied from time to time with the written agreement of the Council</p>
Habitat and Biodiversity Enhancement Scheme Monitoring Fee	the sum of £4,000 (Four Thousand Pounds) Index Linked payment towards the Council's costs of its ongoing monitoring of the progress of the Habitat Compensation Measures

Habitat Measures	Compensation	<p>the various biodiversity work and measures to be introduced to the Site and the Off-Site Enhancement Area as shown on the Habitat Compensation Measures Plan and comprising the following (or such other measures as may subsequently be agreed in writing by the Council in the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule):</p> <ul style="list-style-type: none"> • provision of a biodiverse green roof to the buildings to be constructed as part of the Development (0.21ha); • creation of open mosaic and brownfield habitat areas in the built development areas (2.09ha) and within the holiday pods surrounds (0.19ha); • mixed scrub planting within the Site (0.06ha); • retention of open mosaic habitat and lizard orchid protection areas within site (0.14ha); • creation of off-Site enhancement features (within the Off-Site Enhancement Area) comprising: <ul style="list-style-type: none"> ○ enhanced open mosaic habitat (3.15ha); ○ Restoration of open mosaic habitat within existing scrub (0.77ha); ○ Restoration of open mosaic habitat within existing grassland (1.39ha); ○ Additional areas of grassland and scrub enhancement (8.18ha); and ○ provision of one turtle dove feeding location within the Off-Site Enhancement Area.
Habitat Measures Plan	Compensation	the plan with drawing number 6535/TN3 annexed hereto at Appendix B or such other drawing as may subsequently be agreed in writing by the Council
Lizard Orchid Licence		a licence issued under Regulation 16 of the Wildlife and Countryside Act 1981 approving and authorising the Lizard Orchid Strategy
Lizard Orchid Strategy		a strategy for the habitat improvement and translocation of the lizard orchid plant from the Site to a new receptor area to be set out in the following documents to be submitted as part of the application of the Lizard Orchid Licence (Lizard Orchid Strategy Documents):

	<p>(i) a lizard orchid habitat enhancement and translocation plan setting out detailed measures for the translocation of lizard orchid in a new and identified receptor area and habitat enhancement; and</p> <p>(ii) a monitoring and management plan setting out detailed management and monitoring proposals of the measures set out in the lizard orchid habitat enhancement and translocation plan including objectives to be measured and alternative mitigation/compensation proposals in the event any of the stated objectives are not being met</p>
Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01905 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Off-Site Enhancement Area	the land on which the off-Site Habitat Compensation Measures are to be delivered and maintained pursuant to the provisions of this Deed and the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule being all that land identified on the Habitat Compensation Measures Plan outside of the Site
Outline Visitor Management and Turtle Dove Strategy	the document entitled "Outline Visitor Management and Turtle Dove Strategy" produced by Aspect Ecology and dated October 2023
Reptile Translocation Strategy	<p>a detailed strategy for the translocation of reptiles from the Site to an identified receptor site(s) to include the following:</p> <ul style="list-style-type: none"> • erection of reptile fencing around the perimeter of the Site whilst the Development is under construction; • capture and translocation of reptiles from the Site; • a destructive search to remove remaining reptile habitat within the Site • enhancement of the receptor habitat sites (to be identified) to include habitat management to open up basking areas and creation of refugia/hibernacula • ongoing management and monitoring of the receptor area(s)
Statutory Body	Natural England (or any successor in function)
Technical Note	the Technical Note entitled "Hamill Field – Turtle Dove Enhancements" produced by Aspect Ecology and dated January 2023

<u>Tree Planting Scheme</u>	<p><u>a scheme setting out provisions for the planting of one new tree on the for every 500 square metres of Development which shall include the following details:</u></p> <ul style="list-style-type: none"> <u>the area(s) of tree planting (with planting on the Site given first priority and planting on the Wider Country Park only pursued where it is not reasonably feasible to plant all or any of the trees on the Site);</u> <u>a calculation to show the number of trees to be planted;</u> <u>the types of trees to be planted (confirming that they are native Kent species, of local provenance from a bio-secure source and standard size in specification as a minimum);</u> <u>a timetable for the planting of the trees; and</u> <u>notification requirements to confirm in writing to the Council once all the trees have been planted</u>
Turtle Dove Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and the Technical Note and to be submitted to the Council for its approval in accordance with paragraph 5.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> the new turtle dove feeding locations to be established within the Off-Site Enhancement Area (including the specification for these); the establishment of turtle dove habitats in any other off-Site locations (including specifications for these); confirmation of the key objectives of the strategy including mitigating the harm to turtle doves and existing turtle dove habitats within the Wider Country Park and increasing/enhancing turtle dove territories by reference to the baseline position and maintaining the favourable conservation status of Turtle Doves (the Turtle Dove Strategy Objectives); the Turtle Dove Survey and Monitoring Regime <p>and which may be varied from time to time with the written agreement of the Council</p>
Turtle Dove Strategy Period	<p>a minimum period of 30 years from the date of first Occupation of the Development or such other period as may be set out in the Approved Turtle Dove Strategy (as hereinafter defined)</p>

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Turtle Dove Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Turtle Dove Strategy and in particular the success of those measures in meeting the Turtle Dove Strategy Objectives
Turtle Dove and Visitor Monitoring Fee	the sum of £6,000 (Six Thousand Pounds) Index Linked as payment towards the Council's costs of its ongoing monitoring of the progress of the Turtle Dove Strategy Objectives and Visitor Management Strategy Objectives
Visitor Management Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and to be submitted to the Council for its approval in accordance with paragraph 7.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> the establishment of different zonal areas for the relevant parts of the Development and the Wider country park comprising core visitors zones, informal access areas and restricted access areas (Zones); the proposed measures for the management of visitors to the Development and the Wider Country Park by reference to each Zone; confirmation of the key objectives of the strategy including the proper and comprehensive management of visitors to the Development and the Wider Country Park having particular regard also to the Turtle Dove Strategy Objectives (the Visitor Management Strategy Objectives) proposals for the establishment of a full time dedicated wildlife warden for the Wider Country Park; and the Visitor Survey and Monitoring Regime <p>and which may be varied from time to time with the written agreement of the Council and which for the avoidance of doubt may be a shared Visitor Management Strategy with the Neighbouring Development</p>
Visitor Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Visitor Management Strategy and in particular the success of those measures in meeting the Visitor Management Strategy Objectives
Wider Country Park	all that land which outside of the Site shown edged black on the Habitat Compensation Measures Plan

The Owner covenants with the Council:

2. HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME

2.1 To submit a Habitat and Biodiversity Enhancement Scheme to the Council for its approval prior to Commencement of Development.

2.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Habitat and Biodiversity Enhancement Scheme (the **Approved Habitat and Biodiversity Enhancement Scheme**).

3. HABITAT COMPENSATION MEASURES

3.1 To deliver the Habitat Compensation Measures in accordance with the timetable and details set out in the Approved Habitat and Biodiversity Enhancement Scheme.

3.2 To otherwise implement the Approved Habitat and Biodiversity Enhancement Scheme in full including maintaining and managing the Habitat and Biodiversity Enhancement Areas in accordance with the Approved Habitat and Biodiversity Enhancement Scheme.

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4. COUNTRY PARK ECOLOGICAL AND BIODIVERSITY MANAGEMENT PLAN –AND HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME MONITORING FEE

4.1 To submit a Country Park Ecological and Biodiversity Management Plan to the Council for its approval prior to ~~Occupation~~Commencement of ~~the~~ Development.

4.2 Unless previously agreed with the Council in writing not to ~~Occupy the~~Commence Development unless and until the Council has approved a Country Park Ecological and Biodiversity Management Plan (the **Approved Country Park Ecological and Biodiversity Management Plan**).

4.3 To implement the ongoing review, monitoring and assessment of the Habitat Compensation Measures in accordance with the Approved Country Park Ecological and Biodiversity Management Plan.

4.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 4.3 of this Schedule (**Biodiversity Report**) and where the findings of a Biodiversity Report indicate that the core objectives of the Approved Habitat and Biodiversity Enhancement Scheme are not being met, to use reasonable endeavours to agree a revised Habitat and Biodiversity Enhancement Scheme with the Council in order to address those failings (**Revised Habitat and Biodiversity Enhancement Scheme**).

4.5 Where a Revised Habitat and Biodiversity Enhancement Scheme is agreed between the Owner and the Council, all references in this Schedule to the Approved Habitat and Biodiversity Enhancement Scheme shall be deemed to refer to the said agreed Revised Habitat and Biodiversity Enhancement Scheme for the purpose of all onward implementation, monitoring and management of the Habitat Compensation Measures and for the avoidance

of doubt, more than one Revised Habitat and Biodiversity Enhancement Scheme may be agreed between the Owner and the Council.

- 4.6 To pay a Habitat and Biodiversity Scheme Monitoring Fee to the Council within 21 Working Days of the later of receiving the Council's written approval of the Habitat and Biodiversity Enhancement Scheme in accordance with paragraph 2.1 of this Schedule and the Council's written approval of the Country Park Ecological and Biodiversity Management Plan in accordance with paragraph 4.1 of this Schedule and thereafter to pay a Habitat and Biodiversity Enhancement Scheme Monitoring Fee annually to the Council on the anniversary of the payment of the first Habitat and Biodiversity Enhancement Scheme Monitoring Fee for the Habitat and Biodiversity Enhancements Period.

5. TURTLE DOVE STRATEGY

- 5.1 To submit a Turtle Dove Strategy to the Council for its approval prior to Commencement of Development.
- 5.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Strategy (the **Approved Turtle Dove Strategy**).
- 5.3 To deliver the turtle dove feeding locations (and to complete all associated works) in accordance with the Approved Turtle Dove Strategy.
- 5.4 Unless and to the extent as may otherwise be provided by the Approved Turtle Dove Strategy not to Occupy any part of the Development until the turtle dove feeding locations (and all associated works) have been delivered in accordance with the Approved Turtle Dove Strategy.
- 5.5 To otherwise implement the Approved Turtle Dove Strategy in full including maintaining and managing the turtle dove feeding areas in accordance with the Approved Turtle Dove Strategy.

6. TURTLE DOVE SURVEY AND MONITORING REGIME

- 6.1 To submit a Turtle Dove Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 6.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Survey and Monitoring Regime (the **Approved Turtle Dove Survey and Monitoring Regime**).
- 6.3 To implement the ongoing review, monitoring and assessment of the Turtle Dove Strategy Objectives (including by reference to the related Visitor Management Strategy Objectives) in accordance with the Approved Turtle Dove Strategy.
- 6.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 6.3 of this Schedule (**Turtle Dove Report**) and where the findings of a Turtle Dove Report indicate that the Turtle Dove Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Turtle Dove Strategy with the Council where reasonably required in order to address those failings (**Revised Turtle Dove Strategy**).
- 6.5 Where a Revised Turtle Dove Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Turtle Dove Strategy shall be deemed to refer to the said agreed Revised Turtle Dove Strategy for the purpose of all onward implementation, monitoring and management of the Turtle Dove Strategy Objectives and for the avoidance of doubt, more than one Revised Turtle Dove Strategy may be agreed between the Owner and the Council.

7. VISITOR MANAGEMENT STRATEGY

- 7.1 To submit a Visitor Management Strategy to the Council for its approval prior to Commencement of Development.
- 7.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Management Strategy (the **Approved Visitor Management Strategy**).
- 7.3 To deliver the measures and works required in order to establish the Zones in accordance with the Approved Visitor Management Strategy.
- 7.4 Unless and to the extent as may otherwise be provided by the Approved -Visitor Management Strategy not to Occupy any part of the Development until the measures and works required to establish the Zones have been delivered in accordance with the Approved Visitor Management Strategy.
- 7.5 To otherwise implement the Approved Visitor Management Strategy in full including maintaining and managing the Zones in accordance with the Approved Visitor Management Strategy.

8. VISITOR SURVEY AND MONITORING REGIME

- 8.1 To submit a Visitor Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 8.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Survey and Monitoring Regime (the **Approved Visitor Survey and Monitoring Regime**).
- 8.3 To implement the ongoing review, monitoring and assessment of the Visitor Management Strategy Objectives (including by reference to the related Turtle Dove Strategy Objectives) in accordance with the Approved Visitor Management Strategy.
- 8.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 8.3 of this Schedule (**Visitor Report**) and where the findings of a Visitor Report indicate that the Visitor Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Visitor Management Strategy with the Council where reasonably required in order to address those failings (**Revised Visitor Management Strategy**).
- 8.5 Where a Revised Visitor Management Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Visitor Management Strategy shall be deemed to refer to the said agreed Revised Visitor Management Strategy for the purpose of all onward implementation, monitoring and management of the Visitor Strategy Objectives and for the avoidance of doubt, more than one Revised Visitor Management Strategy may be agreed between the Owner and the Council.

9. **TURTLE DOVE AND VISITOR STRATEGY MONITORING FEE**

Within 21 Working Days of the later of receiving the Council's written approval of the following:

- (i) Turtle Dove Strategy in accordance with paragraph 5.1 of this Schedule;
- (ii) Turtle Dove Survey and Monitoring Regime in accordance with paragraph 6.1 of this Schedule;
- (iii) Visitor Management Strategy in accordance with paragraph 7.1 of this Schedule; and
- (iv) Visitor Survey and Monitoring Regime in accordance with paragraph 8.1 of this Schedule
- (v) to pay a Turtle Dove and Visitor Monitoring Fee to the Council and thereafter to pay a Turtle Dove and Visitor Monitoring Fee annually to the Council on the anniversary of the payment of the first Turtle Dove and Visitor Monitoring Fee for the Turtle Dove Strategy Period.

10. **PUBLIC ACCESS**

To allow the public to access the Wider Country Park free of charge (subject to the requirements of the Approved Visitor Management Strategy and the usual opening/operational hours of the Wider Country Park) and to ensure that this right of access is maintained for the lifetime of the Development provided always that the Owner will be entitled to restrict public access to all or specific parts of the Wider Country Park as appropriate for the following:

- (i) for special/private events up to a maximum of 40 days per annum (unless otherwise agreed with the Council in writing);
- (ii) the maintenance, repair, renewal, cleaning or other required works to the Wider Country Park subject to having first notified the Council in writing;
- (iii) in cases of emergency or danger to the public;
- (iv) in the interests of security and to ensure public safety; and
- (v) works to any part or parts of the Development abutting such areas (including works of maintenance, repair, alterations or other structural or non-structural works and/or alterations) for such period or periods as may be reasonably required to carry out the works/assessments subject to having first notified the Council in writing.

11. FIERY CLEARWING STRATEGY

- 11.1 To submit a copy of the Fiery Clearwing Strategy Documents to the Council as soon as reasonably practicable following the submission of the application for the Fiery Clearwing Licence to the Statutory Body.
- 11.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Fiery Clearwing Licence has been issued by the Statutory Body.

12. LIZARD ORCHID STRATEGY

- 12.1 To submit a copy of the Lizard Orchid Strategy Documents to the Council as soon as reasonably practicable following the submission of the application for the Lizard Orchid Licence to the Statutory Body.
- 12.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Lizard Orchid Licence has been issued by the Statutory Body.

13. REPTILE TRANSLOCATION STRATEGY

- 13.1 To submit a Reptile Translocation Strategy to the Council for its approval prior to Commencement of Development.
- 13.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Reptile Translocation Strategy (the **Approved Reptile Translocation Strategy**).
- 13.3 To establish the receptor area(s) and undertake the translocation measures and set out in the Approved Reptile Translocation Strategy (including the monitoring and management measures set out therein) for the lifetime of the Development.

14. TREE PLANTING

- 14.1 To submit a Tree Planting Scheme to the Council for its approval prior to the Occupation of the Development.
- 14.2 Unless previously agreed with the Council in writing not to Occupy the Development unless and until the Council has approved a Tree Planting Scheme (the **Approved Tree Planting Scheme**).
- 14.3 To undertake the planting of trees in accordance with the Approved Tree Planting Scheme and to ensure that the said trees are retained for the lifetime of the Development.
- 14.4 To notify the Council of the planting of the trees in accordance with the notification requirements set out in the Approved Tree Planting Scheme.
- 14.5 To otherwise implement, comply with and observe the requirements of the Approved Tree Planting Scheme.
- 14.6 To manage and maintain (and where applicable replace) the trees planted pursuant to the Approved Tree Planting Scheme in accordance with the landscape management scheme approved by the Council pursuant to condition **1** of the Planning Permission.

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SCHEDULE 2 - COMMUNITY INITIATIVES AND APPRENTICESHIP SCHEMES

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Apprenticeship	Apprenticeship places created at the Development pursuant to the Apprenticeship Scheme and Apprenticeships and Apprentices shall be construed accordingly
Apprenticeship Scheme	an apprenticeship scheme aimed at school leavers within the Council's administrative area for the creation of a selection of roles and career paths in the operational business(es) of the Development
Associated Charities	selected/specialist charities whose purposes are aligned with the Development's surf therapy and educational objectives
Carer	a person responsible for assisting a disabled visitor to the Development
Carer's Ticket	a ticket or other form of authority admitting entry to the Development specifically assigned to a Carer
Discounted Meals	discounted teatime meals at the Development's café/restaurant for Under Privileged School Children during Term Time
Discounted Programme	Meals the details relating to the Discounted Meals including the discount to be offered, the meals which will be the subject of the discount, the time slots during which the meals will be available and the capacity limits which will apply
Out of School Activity Programme	a free activity programmes (to include an environment for children to learn and provision of creative / engaging learning activities linked to key subject areas) at the Development delivered in accordance with the Government's Holiday Activities and Food Programme (HAF) (or any successor or replacement or equivalent programme or initiative) for Under Privileged School Children during School Holiday Periods each programme to include one free meal per child visiting
School Children	children up to the age of 16 who attend and are pupils registered at a Qualifying School
School Holiday Periods	the periods during which Qualifying Schools have ended their school term for the Easter, Christmas and summer breaks and School Holiday Period shall be construed accordingly
Surf Sessions	the 2,500 free of charge surf sessions (which could also incorporate a lesson) practical educational sessions to be made available per annum provided free of charge for School Children from a Qualifying School comprising surfing sessions (which could also incorporate a lesson) (up to 2,500 sessions per annum) during Term Time as part of an organised school trip, combined with a broader experience on the day

	incorporating an ocean awareness and safety course, lessons around conservation and environmental impacts or other outdoor activities
Surf Sessions Scheme	a scheme setting out a programme of SS Surf Sessions at the Development and how that e programme will be made available to School Children from a Qualifying School during Term Time which shall include details of those e-measures which will be taken to engage with and publicise the Surf Sessions to Qualifying Schools to maximise the take up of the Surf Sessions (which may be varied from time to time with the written agreement of the Council)
Under Privileged School Children	School Children who are in receipt of means-related free school meals at their school
Qualifying School	any state school for the provision of primary or secondary education within the administrative area of the Council and Qualifying Schools shall be construed accordingly
Term Time	Mondays to Thursdays during the term time periods for the Qualifying Schools (all periods outside of the School Holiday Periods and half-term school holidays)

Commented [REDACTED] As discussed on 14/5 call - 2,500 surf sessions will be made available to the school children. 'Up to' reference removed.

Commented [REDACTED] Amended to reflect 14/5 call - scheme will include ref to the measures which will be undertaken to publicise the availability of the 2,500 surf sessions in order to maximise take up.

The Owner covenants with the Council:

2. APPRENTICESHIP SCHEME

2.1 To submit an Apprenticeship Scheme to the Council for its approval prior to Occupation of any part of the Development.

2.2 Unless otherwise agreed with the Council not to Occupy any part of Development unless and until the Council has approved an Apprenticeship Scheme (the **Approved Apprenticeship Scheme**).

2.22.3

2.32.4 To implement the Approved Apprenticeship Scheme for the lifetime of the Development or as otherwise agreed with the Council.

2.42.5 To maintain an annual record of all Apprenticeships created by the Approved Apprenticeship Scheme and of the progress of all Apprentices and where requested, to provide a copy of the same to the Council.

3. ASSOCIATED CHARITIES

- 3.1 To offer Associated Charities (free of charge) space(s) within the Development from which to run programmes, courses and events.
- 3.2 Upon request by the Council, to provide details of the Associated Charities who are occupying/have occupied the Development and the activities undertaken by those Associated Charities within the 12 month period preceding the said request.

4. CARERS

To allow all disabled visitors to the Development to obtain a free of charge Carer's Ticket to allow a Carer to accompany them on their visit to the Development subject to one of the following forms of documentation being provided (or such other form of documentation as may reasonably be accepted by the Owner):

- Entitlement to Disability Living Allowance for children under 16 or DLA/Personal Independent Payments (PIP) for those aged 16-64, either in the form of a letter stating that the benefit has been awarded, or the actual Allowance book;
- Attendance Allowance or Carer's Allowance letter of award;
- Incapacity Benefit books, or a letter notifying the recipient that the benefit has been awarded Incapacity Benefit or Employment and Support Allowance (ESA);
- a Blue Badge issued pursuant to the Disabled Persons' Parking Badges Act 2013;
- In the case of visual impairment, a BD8 registration card or a Certificate of Visual Impairment (CVI);
- A local authority registration document;
- A recognised Assistance Dog ID Card;
- Credability's Access Card

5. DISCOUNTED MEALS PROGRAMME

- 5.1 To provide a Discounted Meals Programme to the Council prior to the Occupation of the Development.
- 5.2 To Implement the Discounted Meals Programme for the lifetime of the Development or as otherwise agreed in writing by the Council.

6. OUT OF SCHOOL ACTIVITY PROGRAMMES

- 6.1 For the lifetime of the Development or as otherwise agreed with the Council, to organise and provide a minimum of one Out of School Activity Programme for up to 50 Under Privileged School Children per School Holiday Period PROVIDED ALWAYS that this is subject to any

reasonable limitation that may be required to facilitate necessary maintenance or repair of the Development or as may be impacted by adverse weather.

- 6.2 Upon request by the Council, to provide details of each Out of School Activity Programme organised within the 12 month period preceding the said request.

7. SURF SESSIONS

- 7.1 To submit a Surf Sessions Scheme to the Council for its approval prior to Occupation of any part of the Development.
- 7.2 Unless otherwise agreed with the Council not to Occupy any part of Development unless and until the Council has approved a Surf Sessions Scheme (the **Approved Surf Sessions Scheme**).
- 7.3 To implement the Approved Surf Sessions Scheme for the lifetime of the Development or as otherwise agreed with the Council.

SCHEDULE 3 - SAMM CONTRIBUTION

DEFINITIONS

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

SAMM Strategy	Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy
SAMM Contribution	the sum of £13,425 (Thirteen Thousand Four Hundred and Twenty Five Pounds) toward the mitigation measures set out in the SAMM Strategy

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the Council to pay the SAMM Contribution to the Council prior to the Commencement of Development and not to Commence Development until the SAMM Contribution has been paid to the Council.

SCHEDULE 4 – SHUTTLE BUS SERVICE

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01905 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Shuttle Bus Service	a flexible shuttle bus service that may be a shared service with the Neighbouring Development which is designed around the needs of employees working at the Development and Neighbouring Development (where the service is shared)

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2. SHUTTLE BUS SERVICE

The Owner covenants with the Council as follows:

- 2.1 Prior to first Occupation of the Development to submit to the Council an assessment of the transport needs of the workforce of the Development or the aggregate workforce of the Development and the Neighbouring Development
- 2.2 Where the assessment submitted in accordance with paragraph 2.1 identifies a reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided in accordance with these details
- 2.3 The assessment submitted in accordance with paragraph 2.1 shall be repeated on a bi-annual basis and submitted to the Council
- 2.4 In the event a bi-annual assessment submitted in accordance with paragraph 2.3 identifies any change in reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided or revised (where one is already in place) in accordance with these details

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PROVIDED ALWAYS that where an assessment identifies no reasonable need for a Shuttle Bus Service the Owner shall not be required to provide or continue to provide a Shuttle Bus Service

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**SCHEDULE 5 - WHITFIELD A2 ROUNDABOUT WORKS CONTRIBUTION~~COUNTY COUNCIL~~
CONTRIBUTION**

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Whitfield A2 Roundabout Works Contribution	the sum of £27,000 (Twenty Seven Thousand Pounds) toward improvement works at the A2 Whitfield Roundabout
---	---

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the ~~County~~ Council to pay the Whitfield A2 Roundabout Works Contribution to the ~~County~~ Council prior to Occupation of the Development and not to Occupy the Development until the Whitfield A2 Junction Works Contribution has been paid to the ~~County~~ Council.

SCHEDULE 6 – HIGHWAY WORKS

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Highway Works	highway mitigation works at the A256/Northbourne Road Mitigation junction in accordance with the Highway Works Drawing
Highway Works Agreement	an agreement entered into with the County Council pursuant to section 278 and/or section 38 of the Highways Act 1980 in order to secure the Highway Works
Highway Works Drawing	drawing reference 22-034-003 annexed hereto at Appendix DC
Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01905 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Occupation of Neighbouring Development	occupation of any building or other part of the Neighbouring Development for the purposes permitted by the relevant planning permission(s) but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations

The Owner covenants with the Council:

2. DELIVERY OF HIGHWAY WORKS

- 2.1 To use reasonable endeavours to enter into a Highway Works Agreement as soon as reasonably practicable following the grant of Planning Permission.
- 2.2 Not to commence the Highway Works until the Highway Works Agreement has been completed.
- 2.3 To construct and deliver the Highway Works in accordance with the Highway Works Agreement prior to (cumulatively) the Occupation of the Development and the Occupation of the Neighbouring Development.
- 2.4 Where Occupation of the Neighbouring Development occurs prior to the Occupation of the Development, not to Occupy the Development until the Highway Works have been constructed and completed in accordance with paragraph 2.3 above.

SCHEDULE 7 – COUNCIL'S COVENANTS

The Council ~~and County Council~~ covenants with the Owner that:

1. To pass the Whitfield A2 Roundabout Works Contribution as defined in Schedule 5 to the County Council following payment of the same by the Owner.
2. Not to transfer the Whitfield A2 Roundabout Works Contribution (or any part thereof) to the County Council unless the Council is satisfied that the County Council will apply the contribution to improvement works at the A2 Whitfield Roundabout
3. they will ~~Following~~ written request from the Owner repay to the Owner (for the purposes of this Schedule meaning the person, persons or company that paid the relevant contribution) such amount of any contribution made by them to the Council ~~or County Council~~ under this Deed and which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of five years of the date of receipt by the Council ~~or County Council~~ of such payment. Any contribution or part of a contribution which the Council ~~or County Council~~ has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council ~~or County Council~~ prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the Council ~~or County Council~~ shall not be obliged pursuant to this paragraph to return monies that do not relate to Council ~~or County Council's~~ functions or have been passed to persons/bodies other than the Council ~~or County Council~~.
4. The Council covenants to the Owner that if the County Council confirm in writing to the Council that the Whitfield A2 Roundabout Works Contribution (or part thereof) is no longer required by the County Council for the improvement works at the A2 Whitfield Roundabout the Council shall repay such of the Whitfield A2 Roundabout Works Contribution as the Council is holding to the person who paid the contribution with accrued interest (if any) within 3 (three) months of such confirmation from the County Council unless agreed otherwise BUT FOR THE AVOIDANCE OF DOUBT if all or part (as the case may be) of the Whitfield A2 Roundabout Works Contribution has been transferred by the Council to the County Council pursuant to Paragraph 1 then there shall be no repayment of such transferred part of the Whitfield A2 Roundabout Works Contribution by the Council

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

The COMMON SEAL of was affixed to)
this Deed in the presence of)
)
)

Authorised Signatory

)
)

Signature

EXECUTED as a deed by **LIMITED**)
acting by a director)

Director Signature

In the Presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

APPENDIX A - SITE PLAN

APPENDIX B – HABITAT COMPENSATION MEASURES PLAN

APPENDIX C – HIGHWAY WORKS DRAWING



DATED

2024

(1) DOVER DISTRICT COUNCIL

and

~~(2) KENT COUNTY COUNCIL~~

and

~~(23)~~ BETTESHANGER PROPERTY LIMITED

DEED OF AGREEMENT

Pursuant to Section 106 of The Town and Country Planning Act 1990 (as amended)
relating to land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF

PLANNING APPLICATION NUMBER: 23/01905

Hotel and Spa Development

Knights
Midland House
West Way
Botley
Oxford OX2 0PH

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THIS DEED is dated

2024

BETWEEN

(1) **DOVER DISTRICT COUNCIL** of Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ ("the **Council**");

~~(2) **KENT COUNTY COUNCIL** of County Hall, County Hall, Maidstone, Kent ME14 1XQ ("the **County Council**"); and~~

~~(3)~~(2) **BETTESHANGER PROPERTY LIMITED** incorporated and registered in England and Wales with company registration number 12220590 and whose registered office is at The Cow Shed, Highland Court Farm, Bridge, Canterbury CT4 5HW ("the **Owner**").

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed and for no other purpose, the following operations: operations in connection with any archaeological investigations works of excavation; demolition site clearance; diversion of services; installation of services for construction purposes only; site or soil investigations remedial action in respect of any contamination; landscaping works; provision of construction access; noise attenuation works; or the erection of hoardings and fences and "Commence Development" and "Commenced" shall be construed accordingly.

~~**County Council:** Kent County Council of County Hall, County Hall, Maidstone, Kent ME14 1XQ (or an successor in function for the relevant purposes of this Deed);~~

Development: means the development of the Site by the erection of a 120 bed hotel (C1) building with associated spa facilities, gym, restaurant/bar, access, landscaping and parking

Index Linked: increased in accordance with the following formula:
Amount payable = the payment specified in this Deed x (A/B) where:

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	<p>A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.</p> <p>B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed.</p>
Interest:	interest at 4% per annum above the base rate from time to time of the Bank of England.
Occupation:	occupation of any building or other part of the Development for the purposes permitted by the Planning Permission or a Section 73 Permission but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations and 'Occupy' and 'Occupied' shall be construed accordingly.
Planning Application:	means the application for full Planning Permission for the Development submitted to the Council under reference number 23/01095.
Planning Permission:	means any planning permission granted for the Development pursuant to the Planning Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the TCPA 1990 and Section 73 Permission unless the Council requires otherwise.
Site:	land at Betteshanger Country Park, Sandwich Road, Sholden CT14 0BF against which this Deed may be enforced as shown edged red on the Site Plan.
Site Plan:	the plan with drawing number 01 annexed hereto at Appendix A.
Section 73 Permission:	a planning permission which may be granted by way of approval of an application under Section 73 of the TCPA 1990 permitting the Development subject to conditions which differ from the conditions of the Planning Permission.
TCPA 1990:	Town and Country Planning Act 1990.
VAT:	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.
Wider Country Park:	the remaining Betteshanger Country Park area outside of the Site

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 and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 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 terms **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. RECITALS

- 2.1 The Owner is the registered proprietor of the freehold of the Site (and of the Wider Country Park) under title number K816722 subject to the charges described in this Deed (if any) but otherwise free from encumbrances.
- 2.2 The Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the TCPA 1990 for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.

~~2.3 The County Council is the local highway authority for the purposes of this Deed for the area within which the Site is situated and by whom the relevant obligations in this Deed are enforceable.~~

~~2.42.3~~ By the Planning Application the Owner has applied to the Council for Planning Permission for the Development. At a meeting of its Planning Committee on 7 March 2024 the Council resolved to approve the Planning Application subject to the prior completion of this Deed.

~~2.52.4~~ The Owner have agreed to enter into this Deed pursuant to the provisions of the TCPA 1990 upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the Owner but also upon any person deriving title from the Owner as provided by Section 106 of the TCPA 1990 and any persons claiming through under or in trust from them.

3. STATUTORY PROVISIONS

3.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and its respective successors and assigns.

3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council ~~and County Council (respectively and as applicable)~~ in accordance with section 106 of the TCPA 1990.

4. CONDITIONALITY

With the exception of clauses 1 to 4, clause 7, clause 9, clause 10, clause 12.1, clause 13, clause 14, clause 17, clause 18 (which take effect immediately), this Deed is conditional on the grant and issue of the Planning Permission.

5. COVENANTS

5.1 The Owner covenants with the Council to observe and perform the obligations set out in Schedules 1, 2, 3, ~~and 4, 5 and 6.~~

5.2 The ~~Council~~Owner covenants with the ~~Owner~~County Council to observe and perform the obligations set out in Schedule ~~7s 5 and 6.~~

5.3 The Owner shall notify the Council as follows:

- (a) of any disposal of its interest in the Site and of the name and address of the new owner and the date of the disposal within 10 Working Days of such disposal; and
- (b) of the date of the first Occupation of the Development within 10 Working Days of its occurrence.

6. INTEREST

If any payment which becomes due to the Council ~~or the County Council~~ under this Deed is not paid by the due date Interest shall be due and payable to the Council ~~or the County Council~~ ~~(as applicable)~~ on the relevant amount for the period from the due date until the date of payment.

7. GENERAL PROVISIONS

- 7.1 Nothing (contained or implied) in this Deed shall fetter or restrict the ~~Council or County~~ Council's statutory rights, powers, discretions and responsibilities.
- 7.2 No waiver (whether express or implied) by a party of any breach or default in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent a party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.
- 7.3 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 or the part of the Site to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.
- 7.4 Any provision in this Deed restricting a certain action (pending the occurrence of a specific event or otherwise) shall be construed to include a restriction on permitting, allowing or tolerating such an action.
- 7.5 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 and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 7.6 No statutory authority, statutory undertaker or service company acquiring any part of the Site for the purposes of undertaking its statutory functions shall be liable for any breach of this Deed.
- 7.7 If the Planning Permission and all Section 73 Permissions shall expire within the meaning of sections 91, 92 or 93 of the TCPA 1990 or shall at any time be revoked or modified by any statutory procedure without the agreement of the Owner this Deed shall forthwith determine and cease to have further effect (insofar as it has not already been complied with) PROVIDED ALWAYS that the Development has not Commenced.
- 7.8 Nothing in this Deed shall prevent the Owner from developing the Site in accordance with a planning permission other than the Planning Permission or a Section 73 Permission.
- 7.9 Any person or body acquiring the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 7.10 In the event that an application made pursuant to section 73 of the TCPA 1990 for an amendment to the Planning Permission is granted this Deed shall (unless the Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 Permission as well as to development

pursuant to the Planning Permission without the need for a further deed to be entered into pursuant to section 106 of the TCPA 1990 unless the Council requires otherwise.

8. INDEXATION

- 8.1 All financial contributions payable to the Council ~~or the County Council~~ shall be Index Linked.
- 8.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council/~~County Council~~ shall advise the Owner in writing.

9. LOCAL LAND CHARGE

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

10. COSTS

The Owner shall prior to completion of this Deed pay the Council's ~~and County Council's~~ legal expenses and costs reasonably and properly incurred associated with the preparation of this Deed.

11. REASONABLENESS

- 11.1 Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed without undue delay.
- 11.2 Where an action falls to be performed by a party under this Deed such action shall be carried out by that party expeditiously in accordance with the terms of this Deed but in any event as soon as reasonably practicable and without undue delay.

12. CANCELLATION OF ENTRIES

- 12.1 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 Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 12.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 7.6 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

13. DISPUTES

- 13.1 Without prejudice to the right of any party to seek the resolution of any matter relating to this Deed by the courts and/or in accordance with Section 106 of the TCPA 1990, any dispute,

controversy or claim arising out of or relating to this Deed which cannot first be resolved between the parties, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed (other than the amount of the financial contributions payable as set out in this Deed which shall not be in dispute), shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

14. AGREEMENTS AND DECLARATIONS

14.1 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 Council in the exercise of any other statutory function.

15. NOTICES

15.1 Any notice or other communication 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.

15.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ marked for the attention of the Head of Planning and Development; and

~~(b) to the County Council at County Hall, Maidstone, Kent ME14 1XQ marked for the attention of the Director of Highways and Transportation;~~
and

- ~~(c)~~ (b) to the Owner such notice shall be sent to the aforementioned address or to such other person as such address as they shall notify in writing to the Council and ~~or County Council~~ from time to time.

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

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15.3 Any notice or other communication given in accordance with clause 15.1 and clause 15.2 will be deemed to have been received:

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

15.4 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.

16. 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 to enforce any term of this Deed.

17. VALUE ADDED TAX

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

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

18. 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) shall be governed by and construed in accordance with the law of England.

SCHEDULE 1 – BIODIVERSITY AND ECOLOGICAL ENHANCEMENTS AND MITIGATION AND PUBLIC ACCESS STRATEGY

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Country Park Ecological and Biodiversity Management Plan	<p>a detailed programme for the ongoing management and monitoring of the Habitat Compensation Measures to include:</p> <ul style="list-style-type: none"> the management and maintenance arrangements for the Habitat Compensation Measures covering a minimum period of 30 years including funding arrangements, structure and identity of the body who will be responsible for the onward management of the Habitat Compensation Measures; ongoing monitoring and reporting measures, (including the role and responsibilities of the Betteshanger Country Park's ecology/wildlife warden) which will incorporate the carrying out of updated condition assessments in accordance with DEFRA's Statutory Biodiversity Metric February 2024 including in order to determine the success of the Habitat Compensation Measures in achieving a 10% biodiversity net gain by reference to the baseline position of the Site to be delivered and maintained across the Site/Off-Site Enhancement Area <p>and which may be varied from time to time with the written agreement of the Council</p>
Fiery Clearwing Licence	a licence issued under Regulation 16 of the Wildlife and Countryside Act 1981 approving and authorising the Fiery Clearwing Strategy
Fiery Clearwing Strategy	a strategy for the translocation of the dock plant from the Site to a new receptor area in order to safeguard fiery clearwing protected species of moth to be set out in the following documents to be submitted as part of the application of the Fiery Clearwing Licence (Fiery Clearwing Strategy Documents):

	<p>(i) a dock translocation plan setting out detailed measures for the translocation/seeding of dock plant in a new and identified receptor area; and</p> <p>(ii) a monitoring and management plan setting out detailed management and monitoring proposals of the measures set out in the dock translocation plan including objectives to be measured and alternative mitigation/compensation proposals in the event any of the stated objectives are not being met</p>
Habitat and Biodiversity Enhancement Areas	those areas within the Site and the Off-Site Enhancement Area on which the Habitat Compensation Measures are to be delivered and maintained pursuant to the provisions of this Deed and the Habitat and Biodiversity Enhancement Scheme approved by the Council pursuant to paragraph 2.2 of this Schedule and as shown on the Habitat Compensation Measures Plans
Habitat and Biodiversity Enhancement Period	a minimum period of 30 years from the date of first Occupation of the Development
Habitat and Biodiversity Enhancement Scheme	<p>a scheme to be submitted to the Council for approval in accordance with paragraph 2.1 of this Schedule the objective of which will be to achieve a minimum 10% biodiversity net gain by reference to the baseline position of the Site to be delivered and maintained on on the Site and the Off-Site Enhancement Area by which will include the following details:</p> <ul style="list-style-type: none"> • the Habitat Compensation Measures; and • the timing for the delivery of the Habitat Compensation Measures <p>and which may be varied from time to time with the written agreement of the Council</p>
Habitat Compensation Measures	the various biodiversity work and measures to be introduced to the Site and the Off-Site Enhancement Area as shown on the Habitat Compensation Measures Plan)
Habitat Compensation Measures Plans	the plan with drawing number 6535/ECO8b-HS (showing the Habitat Compensation Measures on the Site) and the plan with drawing number 6535/ECO9c-HS (showing the Habitat Compensation Measures on the Off-Site Enhancement Area) annexed hereto at Appendix B or such other drawings as may subsequently be agreed in writing by the Council
Off-Site Enhancement Area	the area show for identification purposes only shaded pink on the Off-Site Enhancement Area Location Plan
Off-Site Enhancement Area Location Plan	the plan with drawing number 6535/ECO9a-HS annexed hereto at Appendix C or such other drawing as may subsequently be agreed in writing by the Council

Outline Visitor Management and Turtle Dove Strategy	the document entitled "Outline Visitor Management and Turtle Dove Strategy" produced by Aspect Ecology and dated October 2023 and the
Statutory Body	Natural England (or any successor in function)
Technical Note	the Technical Note entitled "Hammill Field – Turtle Dove Enhancements" produced by Aspect Ecology and dated January 2023
<u>Tree Planting Scheme</u>	<p><u>a scheme setting out provisions for the planting of one new tree on the for every 500 square metres of Development which shall include the following details:</u></p> <ul style="list-style-type: none"> <u>the area(s) of tree planting (with planting on the Site given first priority and planting on the Wider Country Park only pursued where it is not reasonably feasible to plant all or any of the trees on the Site);</u> <u>a calculation to show the number of trees to be planted;</u> <u>the types of trees to be planted (confirming that they are native Kent species, of local provenance from a bio-secure source and standard size in specification as a minimum);</u> <u>a timetable for the planting of the trees; and</u> <u>notification requirements to confirm in writing to the Council once all the trees have been planted</u>
Turtle Dove Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and the Technical Note and to be submitted to the Council for its approval in accordance with paragraph 5.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> the new turtle dove feeding locations to be established within the Site and within the Off-Site Enhancement Area (including the specification for these); the establishment of turtle dove habitats in the Off-Site Enhancement Area; confirmation of the key objectives of the strategy including mitigating the harm to turtle doves and existing turtle dove habitats within the Site/the Wider Country Park, increasing/enhancing turtle dove territories by reference to the baseline position and maintaining the favourable conservation status of Turtle Doves (the Turtle Dove Strategy Objectives); the Turtle Dove Survey and Monitoring Regime

Commented [REDACTED] Wording lifted from policy CC8

Turtle Dove Strategy Period	a minimum period of 30 years from the date of first Occupation of the Development or such other period as may be set out in the Approved Turtle Dove Strategy (as hereinafter defined)
Turtle Dove Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Turtle Dove Strategy and in particular the success of those measures in meeting the Turtle Dove Strategy Objectives
Turtle Dove and Visitor Monitoring Fee	the sum of £6,000 (Six Thousand Pounds) Index Linked as payment towards the Council's costs of its ongoing monitoring of the progress of the Turtle Dove Strategy Objectives and Visitor Strategy Objectives
Visitor Management Strategy	<p>a detailed strategy to be produced by reference to the relevant parts of the Outline Visitor Management and Turtle Dove Strategy and to be submitted to the Council for its approval in accordance with paragraph 7.1 of this Schedule which will include the following details:</p> <ul style="list-style-type: none"> the establishment of different zonal areas for the relevant parts of the Development and the Wider Country Park comprising core visitors zones, informal access areas and restricted access areas (Zones); the proposed measures for the management of visitors to the Development and the Wider Country Park by reference to each Zone; confirmation of the key objectives of the strategy including the proper and comprehensive management of visitors to the Development and the wider country park having particular regard also to the Turtle Dove Strategy Objectives (the Visitor Management Strategy Objectives) proposals for the establishment of a full time dedicated wildlife warden for the Wider Country Park; and the Visitor Survey and Monitoring Regime
Visitor Survey and Monitoring Regime	a detailed programme for the ongoing monitoring of the measures implemented pursuant to the Visitor Strategy and in particular the success of those measures in meeting the Visitor Management Strategy Objectives

The Owner covenants with the Council:

2. HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME

2.1 To submit a Habitat and Biodiversity Enhancement Scheme to the Council for its approval prior to Commencement of Development.

2.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Habitat and Biodiversity Enhancement Scheme (the **Approved Habitat and Biodiversity Enhancement Scheme**).

3. HABITAT COMPENSATION MEASURES

3.1 To deliver the Habitat Compensation Measures in accordance with the timetable and details set out in the Approved Habitat and Biodiversity Enhancement Scheme.

3.2 To otherwise implement the Approved Habitat and Biodiversity Enhancement Scheme in full including maintaining and managing the Habitat and Biodiversity Enhancement Areas in accordance with the Approved Habitat Biodiversity Enhancement Scheme.

4. COUNTRY PARK ECOLOGICAL AND BIODIVERSITY MANAGEMENT PLAN

4.1 To submit a Country Park Ecological and Biodiversity Management Plan to the Council for its approval prior to ~~Commencement~~Occupation of ~~the~~ Development.

4.2 Unless previously agreed in writing with the Council not to ~~Occupy the~~Commence Development unless and until the Council has approved a Country Park Ecological and Biodiversity Management Plan (the **Approved Country Park Ecological and Biodiversity Management Plan**).

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4.3 To implement the ongoing review, monitoring and assessment of the Habitat Compensation Measures in accordance with the Approved Country Park Ecological and Biodiversity Management Plan.

4.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 4.3 of this Schedule (**Biodiversity Report**) and where the findings of a Biodiversity Report indicate that the core objectives of the Habitat and Biodiversity Enhancement Scheme are not being met, to use reasonable endeavours to agree a revised Habitat and Biodiversity Enhancement Scheme with the Council in order to address those failings (**Revised Habitat and Biodiversity Enhancement Scheme**).

4.5 Where a Revised Habitat and Biodiversity Scheme is agreed between the Owner and the Council, all references in this Schedule to the Approved Habitat and Biodiversity Enhancement Scheme shall be deemed to refer to the said agreed Revised Habitat and Biodiversity Scheme for the purpose of all onward implementation, monitoring and management of the Habitat Compensation Measures and for the avoidance of doubt, more than one Revised Habitat and Biodiversity Scheme may be agreed between the Owner and the Council.

5. TURTLE DOVE STRATEGY

- 5.1 To submit a Turtle Dove Strategy to the Council for its approval prior to Commencement of Development.
- 5.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Strategy (the **Approved Turtle Dove Strategy**).
- 5.3 To deliver the turtle dove feeding locations (and to complete all associated works) in accordance with the Approved Turtle Dove Strategy.
- 5.4 Unless and to the extent as may otherwise be provided by the Approved Turtle Dove Strategy not to Occupy any part of the Development until the turtle dove feeding locations (and all associated works) have been delivered in accordance with the Approved Turtle Dove Strategy.
- 5.5 To otherwise implement the Approved Turtle Dove Strategy in full including maintaining and managing the turtle dove feeding areas in accordance with the Approved Turtle Dove Strategy.

6. TURTLE DOVE SURVEY AND MONITORING REGIME

- 6.1 To submit a Turtle Dove Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 6.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Turtle Dove Survey and Monitoring Regime (the **Approved Turtle Dove Survey and Monitoring Regime**).
- 6.3 To implement the ongoing review, monitoring and assessment of the Turtle Dove Strategy Objectives (including by reference to the related [Visitor Management Strategy Objectives](#)) in accordance with the Approved Turtle Dove Survey and Monitoring Regime.
- 6.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 6.3 of this Schedule (**Turtle Dove Report**) and where the findings of a Turtle Dove Report indicate that the Turtle Dove Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Turtle Dove Strategy with the Council where reasonably required in order to address those failings (**Revised Turtle Dove Strategy**).
- 6.5 Where a Revised Turtle Dove Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Turtle Dove Strategy shall be deemed to refer to the said agreed Revised Turtle Dove Strategy for the purpose of all onward implementation, monitoring and management of the Turtle Dove Strategy Objectives and for the avoidance of doubt, more than one Revised Turtle Dove Strategy may be agreed between the Owner and the Council.

7. VISITOR MANAGEMENT STRATEGY

- 7.1 To submit a Visitor Management Strategy to the Council for its approval prior to Commencement of Development.
- 7.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Management Strategy (the **Approved Visitor Management Strategy**).
- 7.3 To deliver the measures and works required in order to establish the Zones in accordance with the Approved Visitor Management Strategy.
- 7.4 Unless and to the extent as may otherwise be provided by the Approved Visitor Management Strategy not to Occupy any part of the Development until the measures and works required to establish the Zones have been delivered in accordance with the Visitor Management Strategy.
- 7.5 To otherwise implement the Approved Visitor Management Strategy in full including maintaining and managing the Zones in accordance with the Visitor Management Strategy.

8. VISITOR SURVEY AND MONITORING REGIME

- 8.1 To submit a Visitor Survey and Monitoring Regime to the Council for its approval prior to Commencement of Development.
- 8.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Council has approved a Visitor Survey and Monitoring Regime (the **Approved Visitor Survey and Monitoring Regime**).
- 8.3 To implement the ongoing review, monitoring and assessment of the Visitor Management Strategy Objectives (including by reference to the related Turtle Dove Strategy Objectives) in accordance with the Approved Visitor Survey and Monitoring Regime.
- 8.4 To submit a report to the Council setting out the findings of each review, monitoring and assessment exercise undertaken in accordance with paragraph 8.3 of this Schedule (**Visitor Report**) and where the findings of a Visitor Report indicate that the Visitor Management Strategy Objectives are not being met, to use reasonable endeavours to agree a revised Visitor Management Strategy with the Council where reasonably required in order to address those failings (**Revised Visitor Management Strategy**).
- 8.5 Where a Revised Visitor Management Strategy is agreed between the Owner and the Council, all references in this Schedule to the Approved Visitor Management Strategy shall be deemed to refer to the said agreed Revised Visitor Management Strategy for the purpose of all onward implementation, monitoring and management of the Visitor Management Strategy Objectives and for the avoidance of doubt, more than one Revised Visitor Management Strategy may be agreed between the Owner and the Council.

9. TURTLE DOVE AND VISITOR STRATEGY MONITORING FEE

Within 21 Working Days of the later of receiving the Council's written approval of the following:

- (i) Turtle Dove Strategy in accordance with paragraph 5.1 of this Schedule;
- (ii) Turtle Dove Survey and Monitoring Regime in accordance with paragraph 6.1 of this Schedule;
- (iii) Visitor Management Strategy in accordance with paragraph 7.1 of this Schedule; and
- (iv) Visitor Survey and Monitoring Regime in accordance with paragraph 8.1 of this Schedule

to pay a Turtle Dove and Visitor Monitoring Fee to the Council and thereafter to pay a Turtle Dove and Visitor Monitoring Fee annually to the Council on the anniversary of the payment of the first Turtle Dove and Visitor Monitoring Fee for the Turtle Dove Strategy Period.

10. PUBLIC ACCESS

To allow the public to access the Wider Country Park free of charge (subject to the requirements of the Approved Visitor Management Strategy and the usual opening/operational hours of the Wider Country Park) and to ensure that this right of access is maintained for the lifetime of the Development provided always that the Owner will be entitled to restrict public access to all or specific parts of the Wider Country Park as appropriate for the following:

- (i) for special/private events up to a maxim of 40 days per annum (unless otherwise agreed with the Council in writing);
- (ii) the maintenance, repair, renewal, cleaning or other required works to the Wider Country Park subject to having first notified the Council in writing;
- (iii) in cases of emergency or danger to the public;
- (iv) in the interests of security and to ensure public safety; and
- (v) works to any part or parts of the Development abutting such areas (including works of maintenance, repair, alterations or other structural or non-structural works and/or alterations) for such period or periods as may be reasonably required to carry out the works/assessments subject to having first notified the Council in writing.

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11. FIERY CLEARWING STRATEGY

- 11.1 To submit a copy of the Fiery Clearwing Strategy Documents to the Council as soon as reasonably practicable following the submission of the application for the Fiery Clearwing Licence to the Statutory Body.
- 11.2 Unless previously agreed with the Council in writing not to Commence Development unless and until the Fiery Clearwing Licence has been issued by the Statutory Body.

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12. TREE PLANTING

- 12.1 To submit a Tree Planting Scheme to the Council for its approval prior to the Occupation of the Development.
- 12.2 Unless previously agreed with the Council in writing not to Occupy the Development unless and until the Council has approved a Tree Planting Scheme (the **Approved Tree Planting Scheme**).
- 12.3 To undertake the planting of trees in accordance with the Approved Tree Planting Scheme and to ensure that the said trees are retained for the lifetime of the Development.
- 12.4 To notify the Council of the planting of the trees in accordance with the notification requirements set out in the Approved Tree Planting Scheme.
- 12.5 To otherwise implement, comply with and observe the requirements of the Approved Tree Planting Scheme.
- 12.6 To manage and maintain (and where applicable replace) the trees planted pursuant to the Approved Tree Planting Scheme in accordance with the landscape management scheme approved by the Council pursuant to condition 1 of the Planning Permission.

SCHEDULE 2 – PUBLIC RIGHTS OF WAY CONTRIBUTION

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

PRoW Contribution	<p>A payment of the PRoW Contribution Sum for works to improve public rights of way in the vicinity of Betteshanger Country Park including:</p> <ul style="list-style-type: none"> • clearance and surface repair to Public Bridleway ED4 and Public Footpath ED3, routing between the country park and Deal; • surface repairs to Public Bridleway EE385; • complete resurface of Byway Open to all Traffic EE245; • clearance and reinstate width, including the link onto the England Coast Path, and resurface works to Public Footpaths EE462 – EE245, EE462; • resurface of Public Footpath EE247; • reinstate width, clearance and surface section to Public Bridleway EE232; • surface section, clear and widen to Public Bridleway EE233; and • surface clearance, repair, tree work – restricted Byway EE494 and Public Footpath EE365
PRoW Contribution Sum	<p>a sum of between £80,000 (Eighty Thousand Pounds) and £100,000 (One Hundred Thousand Pounds) to be confirmed by the <u>County Council</u> <u>to the Council and the Owner</u> pursuant to the findings of the PRoW Survey</p>
PRoW Survey	<p>a survey to be undertaken by the County Council of the public rights of way network and within way in the vicinity of Betteshanger Country Park and the level and specification of improvement works required to the same for the purposes of confirming the PRoW Contribution Sum.</p>

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2. PRoW Contribution

The Owner covenants with the ~~County~~ Council that within 28 Working Day of receiving the detailed findings of the PRoW Survey and confirmation of the properly assessed PRoW Contribution Sum (by reference to the said findings) in writing from the County Council, to pay the Public Rights of Way Contribution to the ~~County~~ Council.

SCHEDULE 3 - SAMM CONTRIBUTION

DEFINITIONS

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

SAMM Strategy	Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy
SAMM Contribution	the sum of [£56,886 (Fifty Six Thousand Eight Hundred and Eighty Six Pounds)] toward the mitigation measures set out in the SAMM Strategy

Commented [REDACTED] To discuss with DDC

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the Council to pay the SAMM Contribution to the Council prior to the Commencement of Development and not to Commence Development until the SAMM Contribution has been paid to the Council.

SCHEDULE 4 – SHUTTLE BUS SERVICE

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Neighbouring Development	the Seahive development which is the subject of planning application reference 22/01158 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Shuttle Bus Service	a flexible shuttle bus service that may be a shared service with the Neighbouring Development which is designed around the needs of employees working at the Development and Neighbouring Development (where the service is shared)

2. SHUTTLE BUS SERVICE

The Owner covenants with the Council as follows:

- 2.1 Prior to first Occupation of the Development to submit to the Council an assessment of the transport needs of the workforce of the Development or the aggregate workforce of the Development and the Neighbouring Development
- 2.2 Where the assessment submitted in accordance with paragraph 2.1 identifies a reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided in accordance with these details
- 2.3 The assessment submitted in accordance with paragraph 2.1 shall be repeated on a bi-annual basis and submitted to the Council
- 2.4 In the event a bi-annual assessment submitted in accordance with paragraph 2.3 identifies any change in reasonable need for a Shuttle Bus Service details of the scope and extent of that Shuttle Bus Service shall be submitted to the Council by the Owner and the Shuttle Bus Service shall be provided or revised (where one is already in place) in accordance with these details

PROVIDED ALWAYS that where an assessment identifies no reasonable need for a Shuttle Bus Service the Owner shall not be required to provide or continue to provide a Shuttle Bus Service

SCHEDULE 5 - ~~WHITFIELD A2 ROUNDABOUT WORKS COUNTY COUNCIL~~ CONTRIBUTION

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Whitfield A2 Roundabout Works Contribution	the sum of £33,000 (Thirty Three Thousand Pounds) toward improvement works at the A2 Whitfield Roundabout
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2. PAYMENT OF CONTRIBUTION

The Owner covenants with the ~~County~~ Council to pay the Whitfield A2 Roundabout Works Contribution to the ~~County~~ Council prior to Occupation of the Development and not to Occupy the Development until the Whitfield A2 Junction Works Contribution has been paid to the ~~County~~ Council.

SCHEDULE 6 – HIGHWAY WORKS

1. DEFINITIONS

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this Deed:

Highway Works	highway mitigation works at the A256/Northbourne Road Mitigation junction in accordance with the Highway Works Drawing
Highway Works Agreement	an agreement entered into with the County Council pursuant to section 278 and/or section 38 of the Highways Act 1980 in order to secure the Highway Works
Highway Works Drawing	drawing reference 22-034-003 annexed hereto at Appendix D
Neighbouring Development	the Seahive development which is the subject of planning application reference 22/01158 submitted to the Council and awaiting determination as at the date hereof or of any replacement planning application or variation application
Occupation of Neighbouring Development	occupation of any building or other part of the Neighbouring Development for the purposes permitted by the relevant planning permission(s) but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or security operations

The Owner covenants with the Council:

2. DELIVERY OF HIGHWAY WORKS

- 2.1 To use reasonable endeavours to enter into a Highway Works Agreement as soon as reasonably practicable following the grant of Planning Permission.
- 2.2 Not to commence the Highway Works until the Highway Works Agreement has been completed.
- 2.3 To construct and deliver the Highway Works in accordance with the Highway Works Agreement prior to (cumulatively) the Occupation of the Development and the Occupation of the Neighbouring Development.
- 2.4 Where Occupation of the Neighbouring Development occurs prior to the Occupation of the Development, not to Occupy the Development until the Highway Works have been constructed and completed in accordance with paragraph 2.3 above.

SCHEDULE 7 – COUNCILS' COVENANTS

The Council covenants with the Owner :

1. To pass the PRoW Contribution as defined in Schedule 2 and the Whitfield A2 Roundabout Works Contribution as defined in Schedule 5 to the County Council following payment of the same by the Owner.
2. Not to transfer the PRoW Contribution (or any part thereof) to the County Council unless the Council is satisfied that the County Council will apply the contribution to improvement works at the A2 Whitfield Roundabout
3. Not to transfer the Whitfield A2 Roundabout Works Contribution (or any part thereof) to the County Council unless the Council is satisfied that the County Council will apply the contribution to public rights of way improvement works as described in Schedule 2.
4. Following written request from the Owner repay to the Owner (for the purposes of this Schedule meaning the person, persons or company that paid the relevant contribution) such amount of any contribution made by them to the Council under this Deed and which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of five years of the date of receipt by the Council of such payment. Any contribution or part of a contribution which the Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the Council shall not be obliged pursuant to this paragraph to return monies that do not relate to Council functions or have been passed to persons/bodies other than the Council.
5. The Council covenants to the Owner that if the County Council confirm in writing to the Council that either PRoW Contribution or the Whitfield A2 Roundabout Works Contribution (or any part thereof) is no longer required by the County Council for the purposes described at paragraphs 2 and 3 respectively of this Schedule the Council shall repay such of the said contribution(s) as the Council is holding to the person who paid the contribution(s) with accrued interest (if any) within 3 (three) months of such confirmation from the County Council unless agreed otherwise BUT FOR THE AVOIDANCE OF DOUBT if all or part (as the case may be) of the PRoW Contribution and/or the Whitfield A2 Roundabout Works Contribution (as applicable) has been transferred by the Council to the County Council pursuant to

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paragraph 1 and 2 of this Schedule respectively then there shall be no repayment of such transferred part of the relevant contribution by the Council.

~~The Council and County Council covenant with the Owner that they will following written request from the Owner repay to the Owner (for the purposes of this Schedule meaning the person, persons or company that paid the relevant contribution) such amount of any contribution made by them to the Council or County Council under this Deed and which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of five years of the date of receipt by the Council or County Council of such payment. Any contribution or part of a contribution which the Council or County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council or County Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph AND FURTHER PROVIDED THAT the Council or County Council shall not be obliged pursuant to this paragraph to return monies that do not relate to Council or County Council's functions or have been passed to persons/bodies other than the Council or County Council.~~

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

The COMMON SEAL of was affixed to)
this Deed in the presence of)
)
)

Authorised Signatory

)
)

Signature

EXECUTED as a deed by **LIMITED**)
acting by a director)

Director Signature

In the Presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

APPENDIX A - SITE PLAN

APPENDIX B – ~~BIODIVERSITY ENHANCEMENT~~HABITAT COMPENSATION MEASURES PLANS

APPENDIX C – OFFSITE ENHANCEMENT AREA LOCATION PLAN

APPENDIX D – HIGHWAY WORKS DRAWING

From: [REDACTED]
Sent: 21 May 2024 17:01
To: [REDACTED]
Subject: RE: Betteshanger s.106

Hi [REDACTED]

[REDACTED] can't come tomorrow, but I have said you will send it to her once a bit further along as she is on leave after tomorrow and next week.

Also [REDACTED] said you probably don't need me tomorrow?

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
Web: <http://dover.gov.uk>

My working days are Tuesday to Friday

From: [REDACTED]@nexusplanning.co.uk>
Sent: Tuesday, May 21, 2024 9:43 AM
To: [REDACTED]@dover.gov.uk>
Subject: RE: Betteshanger s.106

Do you have a view on inviting [REDACTED] to the meeting?

[REDACTED]

[REDACTED]
Associate Director

M [REDACTED]
E [REDACTED]@nexusplanning.co.uk



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-----Original Appointment-----

From: [REDACTED]@doover.gov.uk>

Sent: Tuesday, May 21, 2024 9:38 AM

To: [REDACTED]

Subject: Accepted: Betteshanger s.106

When: 22 May 2024 14:00-15:30 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

Where: Microsoft Teams Meeting

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