

From: [REDACTED]@leighday.co.uk>
Sent: 24 May 2024 17:46
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

Dear [REDACTED]

We gratefully request an update as to when a pre-action response can be expected.

Many thanks for your assistance.

Best wishes

[REDACTED]
Associate Solicitor

[REDACTED]
leighday.co.uk

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From: [REDACTED]@dover.gov.uk>
Sent: Friday, May 17, 2024 4:49 PM
To: [REDACTED]@leighday.co.uk>
Cc: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>; [REDACTED]@leighday.co.uk>; [REDACTED]@leighday.co.uk>
Subject: [EXTERNAL] URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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Dear [REDACTED]

Thank you for your email.

As your letter of 1 May acknowledges, Dover District Council has not yet made decisions in relation to the planning applications which are the subject of your letter. Accordingly, and noting that it is established (see *R. (on the application of Burkett) v Hammersmith and Fulham LBC* (No.1) 3 All ER 97) that the time limit for judicial review applications under CPR r 54.5 runs from the grant of planning permission and not adoption of resolution, the Council considers your letter of claim to be premature. Furthermore, as the six-week period for challenge does not commence until the decisions are issued, the Council does not consider it unreasonable, nor prejudicial to your client's position, for a substantive response to be provided outside of your proposed date for reply. However, we endeavour to provide a substantive response to you as soon as possible, which we anticipate to be towards the end of next week.

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 15, 2024 12:29 PM

To: [REDACTED]@dover.gov.uk>

Cc: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>; [REDACTED]

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

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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,

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

Sent: Wednesday, May 15, 2024 9:39 AM

To: [REDACTED] <[REDACTED]@leighday.co.uk>

Cc: [REDACTED] <[REDACTED]@DOVER.GOV.UK>; [REDACTED] <[REDACTED]@DOVER.GOV.UK>; [REDACTED]

<[REDACTED]@leighday.co.uk>; [REDACTED] <[REDACTED]@leighday.co.uk>

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Kind regards,

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Dover District Council

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

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

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

Sent: Wednesday, May 1, 2024 12:39

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

<[REDACTED]@icenciprojects.com>

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

<[REDACTED]@leighday.co.uk>

Subject: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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,

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Associate Solicitor

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[REDACTED]

From: [REDACTED]@akdc.co.uk>
Sent: 29 May 2024 11:56
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Betteshanger S.106 Agreements - Hotel & The SeaHive

Hi [REDACTED] and [REDACTED]

I hope you are well - I was just wondering if there was any update on the Betteshanger S.106 agreements following your internal meeting last week?

Kind regards

[REDACTED]

[REDACTED]

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



On Thu, 16 May 2024 at 17:47, [REDACTED]@akdc.co.uk> wrote:
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]



There is a problem with the file. The file is not a valid PDF document.

From: [REDACTED]
Sent: 12 June 2024 14:31
To: [REDACTED]
Subject: RE: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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

From: [REDACTED]@DOVER.GOV.UK>
Sent: Wednesday, June 12, 2024 1:47 PM
To: [REDACTED]@leighday.co.uk>
Cc: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@leighday.co.uk>; [REDACTED]@leighday.co.uk>; [REDACTED]@dover.gov.uk>; [REDACTED]@leighday.co.uk>
Subject: RE: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

Dear [REDACTED]

Please find attached the Council's PAP response to your firm's letter of 1 May 2024.

Kind regards

[REDACTED]



[REDACTED]
Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Mob: [REDACTED]
Email: [REDACTED]@DOVER.GOV.UK
Web: <http://dover.gov.uk>

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Sent: Friday, May 24, 2024 5:46 PM
To: [REDACTED]@dover.gov.uk>
Cc: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>; [REDACTED]@leighday.co.uk>; [REDACTED]@leighday.co.uk>
Subject: RE: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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Many thanks for your assistance.

Best wishes

[REDACTED]

[REDACTED]

Associate Solicitor

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Sent: Friday, May 17, 2024 4:49 PM

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

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[REDACTED]
Planning & Development Manager

Dover District Council

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

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[REDACTED]@icenciprojects.com>
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Subject: URGENT: LETTER BEFORE CLAIM - BETTESHANGER COUNTRY PARK

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From: [REDACTED]@nexusplanning.co.uk>
Sent: 20 June 2024 14:37
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Betteshanger - s.106 drafting
Attachments: Hammill Field.pdf; Land East of Country Park.pdf

See enclosed

[REDACTED]
Associate Director

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



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From: [REDACTED]@DOVER.GOV.UK>
Sent: Thursday, June 20, 2024 2:14 PM
To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]
[REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

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Thanks [REDACTED] – do we have a plan which identifies both of those areas of land?



[REDACTED]
Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]

Mob: [REDACTED]
Email: [REDACTED]@DOVER.GOV.UK
Web: <http://dover.gov.uk>

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From: [REDACTED]@nexusplanning.co.uk>
Sent: Thursday, June 20, 2024 2:00 PM
To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

See enclosed – and that the plan does not include the off country park areas of land. Perhaps one to take up when going back on the drafting

[REDACTED]

[REDACTED]
Associate Director

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



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From: [REDACTED]@DOVER.GOV.UK>
Sent: Thursday, June 20, 2024 12:09 PM
To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]
[REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

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Hi [REDACTED]

Thanks for your email. I think we are nearly there with the draft now. If you could just clarify that the Habitat Compensation Measures Plan (drawing number 6535/TN3) includes the land adjacent to the site and Hammill Field I would be grateful. I can't seem to find the plan on the website!

Kind regards



Principal Solicitor - Planning

Dover District Council

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

Tel: [REDACTED]

Mob: [REDACTED]

Email: [REDACTED]@DOVER.GOV.UK

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

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

Sent: Thursday, June 20, 2024 8:45 AM

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

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

Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED] / [REDACTED]

Many thanks for the comments / additional drafting on the s.106, which make significant improvements.

Re a number of queries in the comments, I have responded in line as enclosed.

Any further thoughts to those welcome.

[REDACTED]
Associate Director

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



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From: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Sent: Wednesday, June 19, 2024 6:29 PM
To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

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Hi both,

Thanks for your latest comments [REDACTED] much appreciated. I attach an updated draft which takes those comments into account.

[REDACTED] there are a couple of comments where I have asked whether you are able to clarify what land is included within certain plans. I would be grateful if you would review them and advise.

Kind regards

[REDACTED]



[REDACTED]
Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Mob: [REDACTED]
Email: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Web: <http://dover.gov.uk>

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From: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Sent: Wednesday, June 19, 2024 3:06 PM
To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Yes, a definite improvement, I have responded on a few comments, but I may have added some more queries, sorry...

Thanks!

[REDACTED]



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.

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

Sent: Tuesday, June 18, 2024 5:27 PM

To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]
[REDACTED]@nexusplanning.co.uk>

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

Subject: RE: Betteshanger - s.106 drafting

Hi both,

I have amended the Seahive draft s106 to (hopefully) address the discussion we had about this. I would be grateful if you would review it and let me know if it does the job! There are a couple of comments as well which I would be grateful if you would consider.

I'll amend the Hotel draft accordingly once we have got this one in shape.

Kind regards

[REDACTED]



Principal Solicitor - Planning

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

Tel: [REDACTED]

Mob: [REDACTED]

Email: [REDACTED]@DOVER.GOV.UK

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

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

Sent: Tuesday, June 4, 2024 5:17 PM

To: [REDACTED]@nexusplanning.co.uk>

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

Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

I have made some suggestions and added some queries on the attached. Let me know if you would like to discuss / clarify. I found the overlap in requirements a little tricky to get my head around but have responded as if they are standalone applications, in practice if both come forward there would be significant overlap. I have not responded on monitoring fees – these are being discussed in more detail with colleagues.

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](https://www.dover.gov.uk)

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

Sent: Thursday, May 30, 2024 1:28 PM

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

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

Subject: Betteshanger - s.106 drafting

Hi [REDACTED]

Re the s.106 agreements for the two Betteshanger schemes, there has been some back and forth with the applicant, with the latest drafts enclosed.

To help signpost how the agreements are structured against the heads of terms of each Committee Report, the table below (relating to the more complex Wave Pool Scheme) should be of help.

If you are able to provide any comments from your perspective by Wednesday next week, that will help the legal team go back further to Seahive / Quinn

Thanks

[REDACTED]

Wave Pool Scheme – Committee Report		Draft s.106 agreement
Matter	Heads of Term	
Public access to the Country Park	Covenant for public access to be maintained to the Country Park whilst the wave pool scheme remains operational at no charge for entry to the Country Park with exceptions allowing for the park to be closed to the public for example for maintenance and special events and public holidays (including Christmas day)	Schedule 1, Section 10: allow public access to the Wider Country Park for the lifetime of the development, save for exceptions
Country Park wide ecological and biodiversity management plan	An Ecological and Biodiversity Management Plan to be submitted and agreed before occupation of development.	Schedule 1, Section 1: 'Country Park Ecological and Biodiversity Management Plan' defined

	<p>Ecological and Biodiversity Management Plan to include specific measures and targets, against which annual monitoring shall be provided</p>	<p>Schedule 1, 4.2: 'Country Park Ecological and Biodiversity Management Plan' to be approved before occupation and measures carried out</p> <p>Schedule 1, 4.3 – 4.5: to review and monitor against objectives in the and report, then to adapt measures as necessary</p> <p>[Does it need to be clearer that 'Country Park Ecological and Biodiversity Management Plan' should be revised where not meeting specific measures and targets]</p>
Community use	<p>To submit and have approved a detailed scheme to secure:</p> <ul style="list-style-type: none"> - the offer of surf therapy courses (via 'The Wave Project', a local charity) for children and adults with mental health challenges - to offer the scheme as an environment for children to learn, to provide creative / engaging learning activities linked to key subject areas - to offer accessible / adaptive surfing opportunities for people with physical disabilities - a commitment to provide up to 2,500 free surf sessions per year to local state school children - a commitment to provide an activity programme, in conjunction with the government's 'Holiday Activities and Food Programme' for under privileged local school-aged children during main school holidays - the offer of apprenticeship schemes in the operating business, with focus on school leavers within the local area 	<p>Set out in Schedule 2</p> <p>Schedule 2, 2.1-2.4: apprenticeship to be submitted, approved (before occupation) and implemented</p> <p>Schedule 2, 3.1-3.2: to make space available, free of charge, to charities aligned with surf therapy and educational objectives</p> <p>Schedule 2, Section 4: to allow disabled visitors to obtain a carers ticket free of charge</p> <p>Schedule 2, Section 5: submit 'Discounted Meals Programme' to the Council before occupation; then implement 'Discounted Meals Programme' for lifetime of development</p> <p>[No provision for the Council to approve 'Discounted Meals Programme']</p> <p>Schedule 2, Section 6: organise at least one free activity programme per school holiday period for under privileged children</p> <p>[Is a requirement needed to provide details of how this free activity programme will be publicised?]</p> <p>Schedule 2, Section 1: 'Surf Sessions' and 'Surf Sessions Scheme' defined.</p> <p>Schedule 2, 7.1 – 7.2: 'Surf Sessions Scheme' to be submitted to the Council and approved (before occupation) and implemented</p>

<p>Visitor and turtle dove management</p>	<p>To establish zonal areas of 'Core Visitor', 'Informal Access' and 'Restricted Access' across the Country Park.</p> <p>To provide a detailed 'Visitor Management Plan' with specific aims and objectives for each zonal area.</p> <p>To provide a detailed 'Turtle Dove Mitigation Strategy' for the Country Park.</p> <p>Implementation of measures contained in the detailed 'Visitor Management Plan' and detailed 'Turtle Dove Mitigation Strategy', including offsite measures at Hammill Field and adjacent to the east of the Country Park.</p> <p>To establish a 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To submit each year to the local planning authority for review the 'Visitor Management Plan' and 'Turtle Dove Mitigation Strategy' and results of the 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To revise the 'Visitor Management Plan' and 'Turtle Dove Mitigation Strategy' with initiatives to promote the Country Park for the favourable conservation status of turtle doves and implement those initiatives in response to any negative findings of the 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To establish a 'Full Time Designated Wildlife Warden' for the Country Park, along with specific roles and responsibilities.</p> <p>To make an annual contribution of £6,000 (index linked) to the local planning authority in respect of the monitoring, consideration and enforcement of matters relating to visitor and turtle dove management.</p>	<p>Schedule 1, Section 1: 'Turtle Dove Strategy' and 'Technical Note' defined, and with what the 'Turtle Dove Strategy' should include. This would comprise 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, Section 1: 'Visitor Management Strategy' defined, and with what the 'Visitor Management Strategy' should include. This would comprise 'Visitor Management Strategy Objectives'</p> <p>Schedule 1, 5.1 – 5.3, 5.5, 5.6: 'Turtle Dove Strategy' to be approved before commencement of development; measures relating to TD feeding locations to be delivered before occupation; and other measures to be implemented in accordance with 'Turtle Dove Strategy'</p> <p>Schedule 1, 5.4: to establish off site turtle dove habitat as required by the 'Turtle Dove Strategy'</p> <p>Schedule 1, 7.1 – 7.5: 'Visitor Management Strategy' to be approved before commencement of development; approved measures to establish visitor zones to be delivered before occupation; other measures to be implemented in accordance with strategy</p> <p>Schedule 1, 6.1 – 6.3: Turtle Dove Monitoring Regime: to survey and monitor effectiveness of measures in achieving 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, 6.4: where 'Turtle Dove Strategy Objectives' are not being met, to use 'reasonable endeavours' to agree a 'Revised Turtle Dove Strategy'</p> <p>Schedule 1, 8.1 – 8.3: Visitor Survey and Monitoring Regime: to review, monitor and assess effectiveness of measures in achieving 'Visitor Management Strategy Objectives' and 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, 8.4: where 'Visitor Management Strategy Objectives' are not being met, to use 'reasonable endeavours' to agree a 'Revised Visitor Management Strategy'</p>
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		Schedule 1, Section 9: to pay annual £6,000 monitoring fee
Habitat compensation measures	<p>To provide a detailed 'Habitat Compensation Plan', including specific measures, actions and programme.</p> <p>The detailed 'Habitat Compensation Plan' to include objectives that would be measured and monitored to indicate the success or otherwise of the works.</p> <p>To provide a series of assessments utilising the Defra biodiversity metric to also monitor the success of the habitat improvement measures over time.</p> <p>To revise the 'Habitat Compensation Plan', to provide additional on or off site compensation measures, if monitoring of the measurable objectives and biodiversity metric assessments indicate a deficiency in habitat creation.</p> <p>To make an annual contribution of £4,000 (index linked) to the local planning authority in respect of the monitoring, consideration and enforcement of matters relating to habitat creation and compensation.</p>	<p>Schedule 1, Section 1: 'Habitat and Biodiversity Enhancement Scheme' defined</p> <p>Schedule 1, Section 1: areas for which the 'Habitat and Biodiversity Enhancement Scheme' is to apply to be defined (as to be shown on plan)</p> <p>Schedule 1, Section 1: 'Habitat Compensation Measures' defined</p> <p>Schedule 1, 2.2: to not commence development until the 'Habitat and Biodiversity Enhancement Scheme', including 'Habitat Compensation Measures', is submitted and approved</p> <p>Schedule 1, 3.1 – 3.2: to implement / deliver the approved 'Habitat and Biodiversity Enhancement Scheme',</p> <p>Schedule 1, 4.3 – 4.5: to review, monitor, report and adapt 'Habitat Compensation Measures' and 'Habitat and Biodiversity Enhancement Scheme' as necessary</p> <p>Schedule 1, 4.6: to pay annual £4,000 monitoring fee</p>
Habitat and biodiversity enhancement scheme	<p>'Habitat and Biodiversity Enhancement and Management Scheme' for the Site, the Country Park, Hammill Field and land adjacent to the east of the Country Park to be submitted and agreed before commencement of development.</p> <p>The 'Habitat and Biodiversity Enhancement and Management Scheme' shall include:</p> <ul style="list-style-type: none"> - specific biodiversity aims and objectives - a 'biodiversity gain plan' to demonstrate how a minimum of 10% biodiversity net gain will be achieved - biodiversity enhancement measures - a timetable / programme for carrying out the measures - details of the management and maintenance of the enhancement measures - ongoing monitoring and reporting of the enhancement measures 	

Fiery Clearwing	<p>Dock plant seeding establishment and management measures to be submitted and approved for identified dock receptor area.</p> <p>Dock translocation and management plan to be submitted and approved, as relating to the development site and dock receptor area.</p> <p>Monitoring of mitigation / compensation measures, to be undertaken on dock receptor area against objective targets. If secured measures were to be failing objective targets, an alternative approach to mitigation / compensation to avoid significant harm to be provided.</p>	<p>Schedule 1, Section 1: 'Fiery Clearwing Strategy' defined, to include monitoring against objectives and adaptive mitigation / compensation measures as necessary</p> <p>Schedule 1, Section 11: Not to commence development unless Fiery Clearwing Licence has been issued</p> <p>[No provision for Council to approve Fiery Clearwing Strategy – just Natural England]</p>
Lizard orchids	<p>Lizard orchid habitat improvement and management plan to be submitted and approved.</p> <p>Lizard orchid translocation and management plan to be submitted and approved.</p> <p>Monitoring of mitigation / compensation measures, to be undertaken, against objective targets. If secured measures were to be failing objective targets, an alternative approach to mitigation / compensation to avoid significant harm to be provided.</p>	<p>Schedule 1, Section 1: 'Lizard Orchid Strategy' defined, to include monitoring against objectives and adaptive mitigation / compensation measures as necessary</p> <p>Schedule 1, Section 12: Not to commence development unless Lizard Orchid Licence has been issued</p> <p>[No provision for Council to approve Fiery Clearwing Strategy – just Natural England]</p>
Reptiles	<p>Securing of reptile translocation area in perpetuity</p>	<p>Schedule 1, Section 1: 'Reptile Translocation Strategy' defined</p> <p>Schedule 1, 13.1 – 13.2: submit and have approved the 'Reptile Translocation Strategy' before commencement of development</p> <p>Schedule 1, 13.3: to carry out the 'Reptile Translocation Strategy' and maintain it for the lifetime of the development</p>
Thanet Coast and Sandwich Bay Special Protection Area SAMM	<p>A contribution of £13,425 (index linked) towards Strategic Access Mitigation and Monitoring Strategy</p>	<p>Secured by Schedule 3</p>

Associate Director

M
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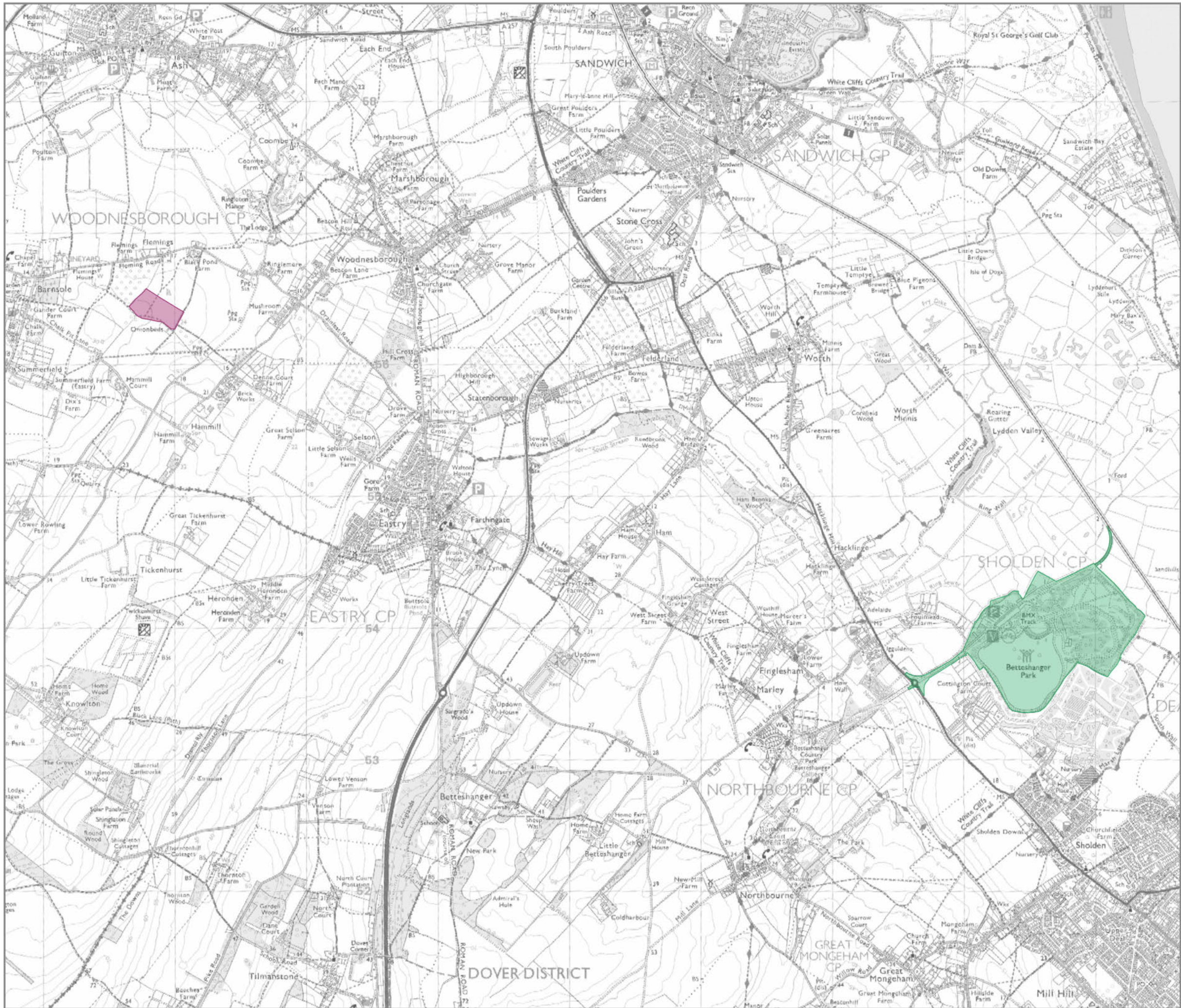
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Key:

Betteshanger Country Park

Hammill Field Offsite Enhancement Area



Aspect Ecology Limited - West Court - Hardwick Business Park
Noral Way - Banbury - Oxfordshire - OX16 2AF
01295 279721 - info@aspect-ecology.com - www.aspect-ecology.com

Betteshanger Country Park

Hammill Field Site Location

6535/TD1



B/CC

January 2023





Key:

-  Betteshanger Country Park
-  Additional Turtle Dove Mitigation Area
-  Creation of Foraging Habitat (c.0.6ha)
-  New Pond Creation (each c.150m2 in area)
-  Strengthening of Hedgerows/Supplementary Scrub Planting (c.600m)

aspect ecology

Aspect Ecology Limited · West Court · Hardwick Business Park
 Noral Way · Banbury · Oxfordshire · OX16 2AF
 01295 279721 · info@aspect.ecology.com · www.aspect.ecology.com

Betteshanger Country Park

**Additional Turtle Dove Mitigation
 Area (Indicative Proposals)**

6535/VMS4

June 2023



PROJECT

TITLE

DRAWING NO.

REV

DATE

[REDACTED]

From: [REDACTED]
Sent: 21 June 2024 13:00
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Betteshanger - s.106 drafting

Well done everyone and thanks for prioritising.

[REDACTED] whats next steps from here. Can we share with Quinn?

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: Friday, June 21, 2024 12:12 PM
To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Sorry for the delay – I have no further comments to add.

Kind regards,

[REDACTED]



[REDACTED]
Senior Natural Environment Officer
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield,
Dover CT16 3PJ
Email: [REDACTED]@dover.gov.uk
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My working days are Tuesdays, Wednesdays, Thursdays and Fridays.

From: [REDACTED]@nexusplanning.co.uk>
Sent: Friday, June 21, 2024 11:56 AM
To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>

Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Nothing further from me.

[REDACTED]

[REDACTED]
Associate Director

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



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From: [REDACTED]@DOVER.GOV.UK>
Sent: Thursday, June 20, 2024 4:47 PM
To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]
[REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

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Thanks [REDACTED]

I've updated the draft again to include these plans within the definition of Off-Site Enhancement Area and commented on the thread about the potential Revised Turtle Dove Strategy at para 6.4.

Grateful if you would both review. I would like to get the draft over to the other side tomorrow if possible.

Kind regards

[REDACTED]



Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
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From: [REDACTED]@nexusplanning.co.uk>
Sent: Thursday, June 20, 2024 2:37 PM
To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

See enclosed

[REDACTED]

[REDACTED]
Associate Director

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



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From: [REDACTED]@DOVER.GOV.UK>
Sent: Thursday, June 20, 2024 2:14 PM
To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]
[REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

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Thanks [REDACTED] – do we have a plan which identifies both of those areas of land?



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Sent: Thursday, June 20, 2024 2:00 PM

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

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

Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

See enclosed – and that the plan does not include the off country park areas of land. Perhaps one to take up when going back on the drafting

[REDACTED]

[REDACTED]

Associate Director

M [REDACTED]

E [REDACTED]@nexusplanning.co.uk



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

Sent: Thursday, June 20, 2024 12:09 PM

To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]

[REDACTED]@DOVER.GOV.UK>

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

Subject: RE: Betteshanger - s.106 drafting

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Hi [REDACTED]

Thanks for your email. I think we are nearly there with the draft now. If you could just clarify that the Habitat Compensation Measures Plan (drawing number 6535/TN3) includes the land adjacent to the site and Hammill Field I would be grateful. I can't seem to find the plan on the website!

Kind regards

[REDACTED]



[REDACTED]
Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
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Sent: Thursday, June 20, 2024 8:45 AM
To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED] / [REDACTED]

Many thanks for the comments / additional drafting on the s.106, which make significant improvements.

Re a number of queries in the comments, I have responded in line as enclosed.

Any further thoughts to those welcome.

[REDACTED]

[REDACTED]
Associate Director

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





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From: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Sent: Wednesday, June 19, 2024 6:29 PM
To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; A [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

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Hi both,

Thanks for your latest comments [REDACTED] much appreciated. I attach an updated draft which takes those comments into account.

Andy, there are a couple of comments where I have asked whether you are able to clarify what land is included within certain plans. I would be grateful if you would review them and advise.

Kind regards

[REDACTED]



[REDACTED]
Principal Solicitor - Planning
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Sent: Wednesday, June 19, 2024 3:06 PM
To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Yes, a definite improvement, I have responded on a few comments, but I may have added some more queries, sorry...

Thanks!



Senior Natural Environment Officer

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

Sent: Tuesday, June 18, 2024 5:27 PM

To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]
[REDACTED]@nexusplanning.co.uk>

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

Subject: RE: Betteshanger - s.106 drafting

Hi both,

I have amended the Seahive draft s106 to (hopefully) address the discussion we had about this. I would be grateful if you would review it and let me know if it does the job! There are a couple of comments as well which I would be grateful if you would consider.

I'll amend the Hotel draft accordingly once we have got this one in shape.

Kind regards

[REDACTED]



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Sent: Tuesday, June 4, 2024 5:17 PM

To: [REDACTED]@nexusplanning.co.uk>

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

Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

I have made some suggestions and added some queries on the attached. Let me know if you would like to discuss / clarify. I found the overlap in requirements a little tricky to get my head around but have responded as if they are standalone applications, in practice if both come forward there would be significant overlap. I have not responded on monitoring fees – these are being discussed in more detail with colleagues.

Thanks,



Senior Natural Environment Officer

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From: [redacted]@nexusplanning.co.uk>

Sent: Thursday, May 30, 2024 1:28 PM

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

Cc: [redacted]@dover.gov.uk>; [redacted]@DOVER.GOV.UK>; Rachel [redacted]@DOVER.GOV.UK>

Subject: Betteshanger - s.106 drafting

Hi [redacted]

Re the s.106 agreements for the two Betteshanger schemes, there has been some back and forth with the applicant, with the latest drafts enclosed.

To help signpost how the agreements are structured against the heads of terms of each Committee Report, the table below (relating to the more complex Wave Pool Scheme) should be of help.

If you are able to provide any comments from your perspective by Wednesday next week, that will help the legal team go back further to Seahive / Quinn

Thanks

[redacted]

Wave Pool Scheme – Committee Report		Draft s.106 agreement
Matter	Heads of Term	
Public access to the Country Park	Covenant for public access to be maintained to the Country Park whilst the wave pool scheme remains operational at no charge for entry to the Country Park with exceptions allowing for the park to be closed to the public for example for maintenance and special events and public holidays (including Christmas day)	Schedule 1, Section 10: allow public access to the Wider Country Park for the lifetime of the development, save for exceptions
Country Park wide ecological and	An Ecological and Biodiversity Management Plan to be submitted and agreed before occupation of development.	Schedule 1, Section 1: 'Country Park Ecological and Biodiversity Management Plan' defined

biodiversity management plan	<p>Ecological and Biodiversity Management Plan to include specific measures and targets, against which annual monitoring shall be provided</p>	<p>Schedule 1, 4.2: 'Country Park Ecological and Biodiversity Management Plan' to be approved before occupation and measures carried out</p> <p>Schedule 1, 4.3 – 4.5: to review and monitor against objectives in the and report, then to adapt measures as necessary</p> <p>[Does it need to be clearer that 'Country Park Ecological and Biodiversity Management Plan' should be revised where not meeting specific measures and targets]</p>
Community use	<p>To submit and have approved a detailed scheme to secure:</p> <ul style="list-style-type: none"> - the offer of surf therapy courses (via 'The Wave Project', a local charity) for children and adults with mental health challenges - to offer the scheme as an environment for children to learn, to provide creative / engaging learning activities linked to key subject areas - to offer accessible / adaptive surfing opportunities for people with physical disabilities - a commitment to provide up to 2,500 free surf sessions per year to local state school children - a commitment to provide an activity programme, in conjunction with the government's 'Holiday Activities and Food Programme' for under privileged local school-aged children during main school holidays - the offer of apprenticeship schemes in the operating business, with focus on school leavers within the local area 	<p>Set out in Schedule 2</p> <p>Schedule 2, 2.1-2.4: apprenticeship to be submitted, approved (before occupation) and implemented</p> <p>Schedule 2, 3.1-3.2: to make space available, free of charge, to charities aligned with surf therapy and educational objectives</p> <p>Schedule 2, Section 4: to allow disabled visitors to obtain a carers ticket free of charge</p> <p>Schedule 2, Section 5: submit 'Discounted Meals Programme' to the Council before occupation; then implement 'Discounted Meals Programme' for lifetime of development</p> <p>[No provision for the Council to approve 'Discounted Meals Programme']</p> <p>Schedule 2, Section 6: organise at least one free activity programme per school holiday period for under privileged children</p> <p>[Is a requirement needed to provide details of how this free activity programme will be publicised?]</p> <p>Schedule 2, Section 1: 'Surf Sessions' and 'Surf Sessions Scheme' defined.</p> <p>Schedule 2, 7.1 – 7.2: 'Surf Sessions Scheme' to be submitted to the Council and approved (before occupation) and implemented</p>

<p>Visitor and turtle dove management</p>	<p>To establish zonal areas of 'Core Visitor', 'Informal Access' and 'Restricted Access' across the Country Park.</p> <p>To provide a detailed 'Visitor Management Plan' with specific aims and objectives for each zonal area.</p> <p>To provide a detailed 'Turtle Dove Mitigation Strategy' for the Country Park.</p> <p>Implementation of measures contained in the detailed 'Visitor Management Plan' and detailed 'Turtle Dove Mitigation Strategy', including offsite measures at Hammill Field and adjacent to the east of the Country Park.</p> <p>To establish a 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To submit each year to the local planning authority for review the 'Visitor Management Plan' and 'Turtle Dove Mitigation Strategy' and results of the 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To revise the 'Visitor Management Plan' and 'Turtle Dove Mitigation Strategy' with initiatives to promote the Country Park for the favourable conservation status of turtle doves and implement those initiatives in response to any negative findings of the 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To establish a 'Full Time Designated Wildlife Warden' for the Country Park, along with specific roles and responsibilities.</p> <p>To make an annual contribution of £6,000 (index linked) to the local planning authority in respect of the monitoring, consideration and enforcement of matters relating to visitor and turtle dove management.</p>	<p>Schedule 1, Section 1: 'Turtle Dove Strategy' and 'Technical Note' defined, and with what the 'Turtle Dove Strategy' should include. This would comprise 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, Section 1: 'Visitor Management Strategy' defined, and with what the 'Visitor Management Strategy' should include. This would comprise 'Visitor Management Strategy Objectives'</p> <p>Schedule 1, 5.1 – 5.3, 5.5, 5.6: 'Turtle Dove Strategy' to be approved before commencement of development; measures relating to TD feeding locations to be delivered before occupation; and other measures to be implemented in accordance with 'Turtle Dove Strategy'</p> <p>Schedule 1, 5.4: to establish off site turtle dove habitat as required by the 'Turtle Dove Strategy'</p> <p>Schedule 1, 7.1 – 7.5: 'Visitor Management Strategy' to be approved before commencement of development; approved measures to establish visitor zones to be delivered before occupation; other measures to be implemented in accordance with strategy</p> <p>Schedule 1, 6.1 – 6.3: Turtle Dove Monitoring Regime: to survey and monitor effectiveness of measures in achieving 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, 6.4: where 'Turtle Dove Strategy Objectives' are not being met, to use 'reasonable endeavours' to agree a 'Revised Turtle Dove Strategy'</p> <p>Schedule 1, 8.1 – 8.3: Visitor Survey and Monitoring Regime: to review, monitor and assess effectiveness of measures in achieving 'Visitor Management Strategy Objectives' and 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, 8.4: where 'Visitor Management Strategy Objectives' are not being met, to use 'reasonable endeavours' to agree a 'Revised Visitor Management Strategy'</p>
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		Schedule 1, Section 9: to pay annual £6,000 monitoring fee
Habitat compensation measures	<p>To provide a detailed 'Habitat Compensation Plan', including specific measures, actions and programme.</p> <p>The detailed 'Habitat Compensation Plan' to include objectives that would be measured and monitored to indicate the success or otherwise of the works.</p> <p>To provide a series of assessments utilising the Defra biodiversity metric to also monitor the success of the habitat improvement measures over time.</p> <p>To revise the 'Habitat Compensation Plan', to provide additional on or off site compensation measures, if monitoring of the measurable objectives and biodiversity metric assessments indicate a deficiency in habitat creation.</p> <p>To make an annual contribution of £4,000 (index linked) to the local planning authority in respect of the monitoring, consideration and enforcement of matters relating to habitat creation and compensation.</p>	<p>Schedule 1, Section 1: 'Habitat and Biodiversity Enhancement Scheme' defined</p> <p>Schedule 1, Section 1: areas for which the 'Habitat and Biodiversity Enhancement Scheme' is to apply to be defined (as to be shown on plan)</p> <p>Schedule 1, Section 1: 'Habitat Compensation Measures' defined</p> <p>Schedule 1, 2.2: to not commence development until the 'Habitat and Biodiversity Enhancement Scheme', including 'Habitat Compensation Measures', is submitted and approved</p> <p>Schedule 1, 3.1 – 3.2: to implement / deliver the approved 'Habitat and Biodiversity Enhancement Scheme',</p> <p>Schedule 1, 4.3 – 4.5: to review, monitor, report and adapt 'Habitat Compensation Measures' and 'Habitat and Biodiversity Enhancement Scheme' as necessary</p> <p>Schedule 1, 4.6: to pay annual £4,000 monitoring fee</p>
Habitat and biodiversity enhancement scheme	<p>'Habitat and Biodiversity Enhancement and Management Scheme' for the Site, the Country Park, Hammill Field and land adjacent to the east of the Country Park to be submitted and agreed before commencement of development.</p> <p>The 'Habitat and Biodiversity Enhancement and Management Scheme' shall include:</p> <ul style="list-style-type: none"> - specific biodiversity aims and objectives - a 'biodiversity gain plan' to demonstrate how a minimum of 10% biodiversity net gain will be achieved - biodiversity enhancement measures - a timetable / programme for carrying out the measures - details of the management and maintenance of the enhancement measures - ongoing monitoring and reporting of the enhancement measures 	

Fiery Clearwing	<p>Dock plant seeding establishment and management measures to be submitted and approved for identified dock receptor area.</p> <p>Dock translocation and management plan to be submitted and approved, as relating to the development site and dock receptor area.</p> <p>Monitoring of mitigation / compensation measures, to be undertaken on dock receptor area against objective targets. If secured measures were to be failing objective targets, an alternative approach to mitigation / compensation to avoid significant harm to be provided.</p>	<p>Schedule 1, Section 1: 'Fiery Clearwing Strategy' defined, to include monitoring against objectives and adaptive mitigation / compensation measures as necessary</p> <p>Schedule 1, Section 11: Not to commence development unless Fiery Clearwing Licence has been issued</p> <p>[No provision for Council to approve Fiery Clearwing Strategy – just Natural England]</p>
Lizard orchids	<p>Lizard orchid habitat improvement and management plan to be submitted and approved.</p> <p>Lizard orchid translocation and management plan to be submitted and approved.</p> <p>Monitoring of mitigation / compensation measures, to be undertaken, against objective targets. If secured measures were to be failing objective targets, an alternative approach to mitigation / compensation to avoid significant harm to be provided.</p>	<p>Schedule 1, Section 1: 'Lizard Orchid Strategy' defined, to include monitoring against objectives and adaptive mitigation / compensation measures as necessary</p> <p>Schedule 1, Section 12: Not to commence development unless Lizard Orchid Licence has been issued</p> <p>[No provision for Council to approve Fiery Clearwing Strategy – just Natural England]</p>
Reptiles	<p>Securing of reptile translocation area in perpetuity</p>	<p>Schedule 1, Section 1: 'Reptile Translocation Strategy' defined</p> <p>Schedule 1, 13.1 – 13.2: submit and have approved the 'Reptile Translocation Strategy' before commencement of development</p> <p>Schedule 1, 13.3: to carry out the 'Reptile Translocation Strategy' and maintain it for the lifetime of the development</p>
Thanet Coast and Sandwich Bay Special Protection Area SAMM	<p>A contribution of £13,425 (index linked) towards Strategic Access Mitigation and Monitoring Strategy</p>	<p>Secured by Schedule 3</p>

Associate Director

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[REDACTED]

From: [REDACTED]
Sent: 21 June 2024 13:19
To: Cllr-[REDACTED]
Cc: [REDACTED]
Subject: FW: Betteshanger - s.106 drafting
Attachments: AS SeaHive Draft s.106_DT amends_20.06.24.docx

Hi Cllr [REDACTED]

Please find attached the latest drafting of the S106 for the Seahive. I think we are hopefully nearly there now.

If you have any queries, please contact [REDACTED] as he has been heavily involved in drafting with the legal team (copied in).

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

Knights

DATED

2024

(1) DOVER DISTRICT COUNCIL

and

(2) BETTESHANGER PROPERTY LIMITED

and

(3) ~~THE~~ SEAHIVE LIMITED

Commented [REDACTED] As per Companies House

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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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) **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
- (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: The Kent County Council of Sessions House, County Hall, County Hall, Maidstone, Kent ME14 1XQ (or any successor in function for the relevant purposes of this Deed);

Development: means the development of the Site by the erection of a surfing lagoon and pools, hub building (to include

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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:

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 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.

2.32.4 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.

2.42.5 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.

2.52.6 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.

Commented [REDACTED] I have retained this wording of the clause (which was proposed to be deleted) and accepted deletion of the wording regarding the obligations in the deed being enforceable by KCC.

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 paragraphs 2.1, 2.2, 3.1, 3.2, 5.1, 5.2, 6.1, 6.2, 7.1, 7.2, 8.1, 8.2, 11.1, 11.2, 12.1, 12.2, 13.1, 13.2, 14.1 and 14.2 ~~of Schedule 1; paragraph 2 of Schedule 3 and paragraph 2.1 of Schedule 6~~ which shall come into effect immediately upon the issue of the Planning Permission,

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

Commented [REDACTED] I believe I have covered these off but please do check.

5. COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the obligations set out in Schedules 1, 2, 3, 4, 5 and 6.
- 5.2 The Council covenants with the Owner to observe and perform the obligations set out in Schedule 7.
- 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; and
- ~~(b)(c)~~ of the date of Commencement of the Development not less than 10 Working Days before such date occurs.

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 under this Deed is not paid by the due date Interest shall be due and payable to the Council ~~-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'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 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 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 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 and a copy by email to developercontributions@dover.gov.uk;
- (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 -from time to time;
- (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 -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 ~~16.116-115.1~~ and clause ~~16.216-215.2~~ 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 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:

<p><u>Additional Turtle Dove Mitigation Area Plan</u> <u>Country Park Ecological and Biodiversity Management Plan</u></p>	<p><u>the plan with drawing number S535/VMS4 annexed hereto at Appendix D or such other plan as may subsequently be approved by the Council</u></p> <p><u>a detailed programme for the ongoing management and monitoring of the Habitat Compensation Measures, visitor management and turtle dove strategy habitat measures and of the wider Country Park, in addition to management and monitoring in respect to lizard orchids, fiery clearwings and reptiles together with timescales for implementation of each of the measures to include:</u></p> <ul style="list-style-type: none"> <u>— 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;</u> <u>— Habitat management objectives and actions to achieve appropriate biodiversity enhancements across the wider Country Park</u> <u>• Addition of other matters)</u> <u>— ongoing monitoring and reporting measures, (including the role and responsibilities of the Botteschanger 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 minimum 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</u> <p><u>and which may be varied from time to time with the written agreement of the Council</u></p>
<p><u>Country Park Ecological and Biodiversity Management and Monitoring Plan</u></p>	<p><u>a detailed and holistic programme for the ongoing management and monitoring of the ecology and biodiversity of the Site and the Wider Country Park which demonstrates how the Strategies and Measures will work in parallel to achieve their objectives together with timescales for implementation of each of the measures to include:</u></p>

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	<ul style="list-style-type: none"> • <u>the management and maintenance arrangements for the Habitat Compensation Measures including funding arrangements, structure and identity of the body who will be responsible for the onward management of the Habitat Compensation Measures;</u> • <u>Habitat management objectives and actions to achieve appropriate biodiversity enhancements across the Wider Country Park</u> • <u>management and monitoring in respect of lizard orchids, fiery clearwings and reptiles</u> • <u>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 minimum 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</u> <p><u>and which may be varied from time to time with the written agreement of the Council</u></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	<p>a strategy for <u>fiery clearwing mitigation / compensation including</u> 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 for 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

Commented [REDACTED] Now covered in para 4.3 - the Council's position is that the management and maintenance requirements should continue for the lifetime of the development but that the monitoring and reporting requirements need only last for a 30 year minimum period

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 32.1 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 <u>of the Site to be and delivered and maintained across-on the Site and on the</u> 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 32.2 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);

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Commented [REDACTED] Note that for the Hotel scheme, this will also need to reference the off-Country Park Site enhancement area (Hammil Field)

	<ul style="list-style-type: none"> o Restoration of open mosaic habitat within existing scrub (0.77ha); o Restoration of open mosaic habitat within existing grassland (1.39ha); o Additional areas of grassland and scrub enhancement (8.18ha); and o 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 <u>drawing plan</u> as may subsequently be agreed in writing by the Council
<u>Hamill Field Plan</u>	<u>the plan with drawing number 6535/TD1 annexed hereto at Appendix C or such other plan as may subsequently be approved by the Council</u>
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 orchids 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 ef for 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
Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01095 submitted

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	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 <u>in the Habitat Compensation Measures Plan, the land shaded purple on the Hammill Field Plan and the Additional Turtle Dove Mitigation Area Plan</u> 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"> • <u>erection and maintenance</u> of reptile fencing around the perimeter of the Site whilst the Development is under construction; • <u>enhancement of the receptor habitat sites (to be identified) to include habitat management to open up basking areas and creation of refugia/hibernacula</u> • capture and translocation of reptiles from the Site; • a destructive search to remove remaining reptile habitat within the Site • <u>enhancement of the receptor habitat sites (to be identified) to include habitat management to open up basking areas and creation of refugia/hibernacula</u> • ongoing management and monitoring of the receptor area(s) • <u>provision for remedial habitat enhancement measures</u>
<u>Strategies and Measures</u>	<u>the Fiery Clearwing Strategy, Habitat and Biodiversity Enhancement Scheme, Habitat Compensation Measures, Lizard Orchid Strategy, Reptile Translocation Strategy, Tree Planting Scheme, Turtle Dove Strategy and Visitor Management Strategy together</u>
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
Tree Planting Scheme	a scheme setting out provisions for the planting of one new tree on the for every 500 square metres of <u>commercial floorspace created by the</u> Development which shall include the following details:

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	<ul style="list-style-type: none"> the area(s) of tree planting (with <u>reasonable endeavours to be used to prioritise planting within planting on the Site given first priority</u> and planting on the Wider Country Park only <u>carried out/pursued</u> where it is not reasonably feasible to plant all or any of the trees on the Site); a calculation to show the number of trees to be planted; the types of trees to be planted (<u>confirming that they are native Kent species, of local provenance from a bio-secure source and standard size in specification as a minimum</u>); a timetable for the planting of the trees; and notification requirements to confirm in writing to the Council once all the trees have been planted
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 <u>and timescale for delivery</u> 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 <u>improving maintaining the favourable</u> 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 <u>and which for the avoidance of doubt may be a shared Turtle Dove Strategy with the Neighbouring Development</u></p>
Turtle Dove Strategy <u>Monitoring Fee</u> 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)

Commented [REDACTED] Wording lifted from policy CC8

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 <u>and timescales</u> for the <u>establishment employment</u> 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 <u>is situated</u> outside of the Site <u>and</u> shown edged black on the Habitat Compensation Measures Plan
<u>Working Day</u>	<u>any day which is not a Saturday, a Sunday, a bank holiday nor a public holiday in England</u>

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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, ~~and~~

3.2 ~~in all other respects~~ ~~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 AND MONITORING PLAN ~~AND HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME MONITORING FEE~~

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

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

4.3 To implement the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan and comply with all management and maintenance obligations therein for the lifetime of the Development and to carry out ongoing reviews (at 1, 2, 3, 4, 5, 6, 8, 10, 15, 20, 25 and 30 years from the date of the Commencement of Development unless otherwise agreed in writing by the Council), monitoring and assessment of the ~~Habitat Compensation Measures~~ Strategies and Measures in accordance with the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan ~~for a minimum period of 30 years~~.

4.4 To submit a report to the Council by the end of each calendar year for all monitoring periods in paragraph 4.3 above, 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

Commented [REDACTED] Do we need in light of 4 below?

Commented [REDACTED] These are two different strategies and so paragraphs 3 & 4 should be retained, albeit we appreciate there is some crossover.

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

~~4.44.5~~ Where the Revised Habitat and Biodiversity Enhancement Scheme necessitates changes to management practices to achieve the core objectives, to use reasonable endeavours to agree a revised Country Park Ecological and Biodiversity Management and Monitoring Plan to achieve the Habitat Compensation Measures.

~~4.54.6~~ 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 Enhancement 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 supplementary feeding locations and habitat creation works (and to complete all associated works) in accordance with the Approved Turtle Dove Strategy prior to Occupation of the Development.

~~5.4~~ To establish the turtle dove habitats in the eOff-Site Enhancement Area locations as may be provided in accordance with for in the Approved Turtle Dove Strategy.

~~5.45.5~~ 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 supplementary feeding

locations and habitat creation works (and all associated works) have been delivered in accordance with the Approved Turtle Dove Strategy.

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~~5.55.6~~ To otherwise implement the Approved Turtle Dove Strategy in full including maintaining and managing the turtle dove habitat creation / enhancement areas and supplementary feeding areas-locations 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 which may, inter alia, include funding the creation of off-Site habitat areas in suitable locations (to be agreed in writing by the Council) within the district of Dover and/or contributions to Operation Turtle Dove 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

Commented [REDACTED] Where is the provision for securing additional funds for the last resort options? i.e. payment to local landowners to create turtle dove habitat / contribution to Operation Turtle Dove?

Commented [REDACTED] Is this suggested wording ok? I'm not keen on 'vicinity' as it is somewhat subject - happy to consider alternatives - have they suggested any particular land for this?

Commented [REDACTED] Nowhere specific suggested, the Outline Turtle Dove Strategy just says:
"Offsite measures. If ongoing monitoring indicates that onsite measures are unlikely to address population declines, additional offsite measures can be delivered. This could include contributions made to the RSPB's Operation Turtle Dove, or other agreements could be reached with local landowners."

Commented [REDACTED] I think we could say '...include funding the creation of off-site habitat areas in Turtle Dove suitable locations in Dover district and/or...'

Commented [REDACTED] The Committee Report (para 2.195) was circumspect re the weight to place on less defined offsite measures

Dan - are you able to comment on the legal robustness of this very open provision?

Commented [REDACTED] The provision requires reasonable endeavours to agree revisions to the strategy if it is failing to achieve its objectives. As you say, the provision is not prescriptive as what the revisions to the scheme that may be necessary to address the failures may be. That it, presumably, because it would not be possible now (when we don't know what the failures are or what may be causing them) to identify the appropriate remedial steps. Consequently, signposting the steps that have been suggested (and which may be appropriate) seems to me to be an appropriate way of dealing with it.

- 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 employ a wildlife warden on a full-time basis for the lifetime of the Development in accordance with the Approved Visitor Management Strategy.

~~7.57.6~~ 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

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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

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 Monitoring Fee 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 notify the Council of the submission of the Fiery Clearwing Strategy Documents to the Statutory Body within 14 days of their submission.

~~11.1~~ 11.2 To submit a copy of the Fiery Clearwing Strategy Documents approved by the Statutory Body ("the Approved Fiery Clearwing Strategy") to the Council as soon as reasonably practicable following the submission-issuing of the application for the Fiery Clearwing Licence to-by the Statutory Body.

11.3 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.

~~11.2~~ 11.4 To implement the Approved Fiery Clearwing Strategy in full and comply with all obligations therein for the lifetime of the Development.

12. LIZARD ORCHID STRATEGY

12.1 To notify the Council of the submission of the Lizard Orchid Strategy Documents to the Statutory Body within 14 days of their submission.

~~12.1~~ 12.2 To submit a copy of the Lizard Orchid Strategy Documents approved by the Statutory Body ("the Approved Lizard Orchid Strategy") to the Council as soon as reasonably practicable following the submission-issuing of the application for the Lizard Orchid Licence to-by the Statutory Body.

12.3 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.

~~12.2~~ 12.4 To implement the Approved Lizard Orchid Strategy in full and comply with all obligations therein for the lifetime of the Development.

13. REPTILE TRANSLOCATION STRATEGY

Commented [REDACTED] There may be to-ing and fro-ing between the developer and NE before the final strategy is approved and licence granted. If we only have the first submitted version we may not know all of the details that NE have agreed to.

I suggest that we seek notification that the Strategy has been submitted to NE and then require the submission of the final version on which basis the licence has been issued. I also suggest that we seek submission of the licence, or is this already a condition? - there is provision for seeking licences by condition in BS42020:2013 code of practice for planning and development, along with supporting case law

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Commented [REDACTED] As above for fiery clearing... There may be to-ing and fro-ing between the developer and NE before the final strategy is approved and licence granted. If we only have the first submitted version we may not know all of the details that NE have agreed to.

I suggest that we seek notification that the Strategy has been submitted to NE and then require the submission of the final version on which basis the licence has been issued. I also suggest that we seek submission of the licence, or is this already a condition? - there is provision for seeking licences by condition in BS42020:2013 code of practice for planning and development, along with supporting case law

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- 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)- to be made available per annum- for School Children from a Qualifying School- 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

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

Surf Sessions Scheme	a scheme setting out a programme of Surf Sessions at the Development and how that programme will be made available to School Children from a Qualifying School during Term Time which shall include details of those 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] 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**).

~~2.3~~

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~~2.42.3~~ To implement the Approved Apprenticeship Scheme for the lifetime of the Development or as otherwise agreed with the Council.

~~2.52.4~~ 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	The Council's Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy dated March 2023
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 23/010995 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 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 <u>s</u> improvement works at the A2 Whitfield Roundabout
---	--

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the Council to pay the Whitfield A2 Roundabout Works Contribution to the 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 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 proposed development for a hotel and spa which is the subject of planning application reference 23/010995 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 covenants with the ~~Owner~~:

1. 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 ~~ten~~^{five} years of the date of receipt by the Council of such payment. Any contribution or part of a contribution which the Council- has ~~committed~~^{detracted} 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.

Commented [REDACTED] Proposed paragraphs 1, 2 and 4 have been rejected as DDC retain this contribution and commissions the works itself.

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

Executed as a Deed by affixing the)
common seal of DOVER DISTRICT)
COUNCIL was affixed to this Deed in the)
presence of)

Authorised Signatory

)
)

Signature

EXECUTED as a Deed by)
BETTESHANGER PROPERTY)
LIMITED acting by a director

Director Signature

In the Presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a Deed by)
THESEAHIVE 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

[REDACTED]

From: [REDACTED]
Sent: 21 June 2024 15:53
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Betteshanger - s.106 drafting

Great, many thanks again. I'll share with [REDACTED] and have sent to Cllr [REDACTED]

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: Friday, June 21, 2024 2:07 PM
To: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>; [REDACTED]
[REDACTED]@nexusplanning.co.uk>
Cc: [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Yes, would you share it with [REDACTED] I will revise the Hotel s106 in accordance with this latest iteration of the draft and that will be ready to send to them on Monday.

Kind regards

[REDACTED]



[REDACTED]
Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Mob: [REDACTED]
Email: [REDACTED]@DOVER.GOV.UK
Web: <http://dover.gov.uk>

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From: [REDACTED]@dover.gov.uk>
Sent: Friday, June 21, 2024 1:00 PM

To: [REDACTED] <[REDACTED]@DOVER.GOV.UK>; [REDACTED]
[REDACTED] <[REDACTED]@nexusplanning.co.uk>; [REDACTED] <[REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED] <[REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Well done everyone and thanks for prioritising.

[REDACTED] whats next steps from here. Can we share with Quinn?

Kind regards,

[REDACTED]



[REDACTED]
Planning & Development Manager
Dover District Council

Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Email: [REDACTED] <[REDACTED]@dover.gov.uk>
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Sent: Friday, June 21, 2024 12:12 PM
To: [REDACTED] <[REDACTED]@nexusplanning.co.uk>; [REDACTED] <[REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED] <[REDACTED]@dover.gov.uk>; [REDACTED] <[REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Sorry for the delay – I have no further comments to add.

Kind regards,

[REDACTED]



[REDACTED]
Senior Natural Environment Officer
Dover District Council

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

Email: [REDACTED] <[REDACTED]@dover.gov.uk>
Phone: [REDACTED]
Web: dover.gov.uk

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

From: [REDACTED] <[REDACTED]@nexusplanning.co.uk>
Sent: Friday, June 21, 2024 11:56 AM
To: [REDACTED] <[REDACTED]@DOVER.GOV.UK>; [REDACTED] <[REDACTED]@DOVER.GOV.UK>
Cc: Claire [REDACTED] <[REDACTED]@dover.gov.uk>; [REDACTED] <[REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Nothing further from me.

██████████
Associate Director

M ██████████
E ██████████@nexusplanning.co.uk



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From: ██████████@DOVER.GOV.UK>

Sent: Thursday, June 20, 2024 4:47 PM

To: ██████████@nexusplanning.co.uk>; ██████████

██████████@DOVER.GOV.UK>

Cc: ██████████@dover.gov.uk>; ██████████@DOVER.GOV.UK>

Subject: RE: Betteshanger - s.106 drafting

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Thanks ██████████

I've updated the draft again to include these plans within the definition of Off-Site Enhancement Area and commented on the thread about the potential Revised Turtle Dove Strategy at para 6.4.

Grateful if you would both review. I would like to get the draft over to the other side tomorrow if possible.

Kind regards

██████████



██████████
Principal Solicitor - Planning

Dover District Council

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

Tel: ██████████

Mob: ██████████

Email: ██████████@DOVER.GOV.UK

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

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From: [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>
Sent: Thursday, June 20, 2024 2:37 PM
To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

See enclosed

[REDACTED]

[REDACTED]
Associate Director

M [REDACTED]
E [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>



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From: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Sent: Thursday, June 20, 2024 2:14 PM
To: [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

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Thanks [REDACTED] – do we have a plan which identifies both of those areas of land?



[REDACTED]
Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]

Mob: [REDACTED]
Email: [REDACTED]@DOVER.GOV.UK
Web: <http://dover.gov.uk>

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To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

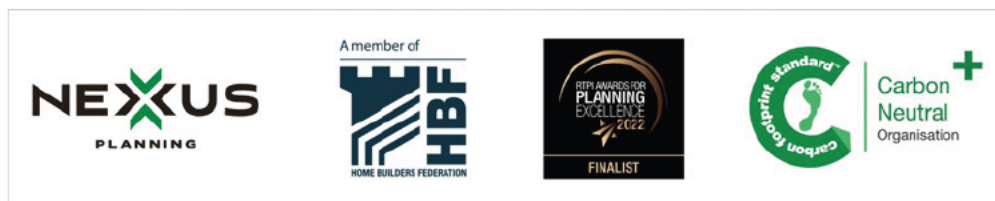
Hi [REDACTED]

See enclosed – and that the plan does not include the off country park areas of land. Perhaps one to take up when going back on the drafting

[REDACTED]

[REDACTED]
Associate Director

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



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Sent: Thursday, June 20, 2024 12:09 PM
To: [REDACTED]@nexusplanning.co.uk>; [REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>
Subject: RE: Betteshanger - s.106 drafting

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Hi [REDACTED]

Thanks for your email. I think we are nearly there with the draft now. If you could just clarify that the Habitat Compensation Measures Plan (drawing number 6535/TN3) includes the land adjacent to the site and Hammill Field I would be grateful. I can't seem to find the plan on the website!

Kind regards



Principal Solicitor - Planning

Dover District Council

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

Tel: [REDACTED]

Mob: [REDACTED]

Email: [REDACTED]@DOVER.GOV.UK

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

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

Sent: Thursday, June 20, 2024 8:45 AM

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

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

Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED] / [REDACTED]

Many thanks for the comments / additional drafting on the s.106, which make significant improvements.

Re a number of queries in the comments, I have responded in line as enclosed.

Any further thoughts to those welcome.

[REDACTED]
Associate Director

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



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From: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Sent: Wednesday, June 19, 2024 6:29 PM
To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

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Hi both,

Thanks for your latest comments [REDACTED] much appreciated. I attach an updated draft which takes those comments into account.

[REDACTED] there are a couple of comments where I have asked whether you are able to clarify what land is included within certain plans. I would be grateful if you would review them and advise.

Kind regards

[REDACTED]



[REDACTED]
Principal Solicitor - Planning
Dover District Council
Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ
Tel: [REDACTED]
Mob: [REDACTED]
Email: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Web: <http://dover.gov.uk>

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From: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Sent: Wednesday, June 19, 2024 3:06 PM
To: [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>; [REDACTED] <[\[REDACTED\]@nexusplanning.co.uk](mailto:[REDACTED]@nexusplanning.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dover.gov.uk](mailto:[REDACTED]@dover.gov.uk)>; [REDACTED] <[\[REDACTED\]@DOVER.GOV.UK](mailto:[REDACTED]@DOVER.GOV.UK)>
Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

Yes, a definite improvement, I have responded on a few comments, but I may have added some more queries, sorry...

Thanks!

[REDACTED]



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.

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

Sent: Tuesday, June 18, 2024 5:27 PM

To: [REDACTED]@DOVER.GOV.UK>; [REDACTED]
[REDACTED]@nexusplanning.co.uk>

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

Subject: RE: Betteshanger - s.106 drafting

Hi both,

I have amended the Seahive draft s106 to (hopefully) address the discussion we had about this. I would be grateful if you would review it and let me know if it does the job! There are a couple of comments as well which I would be grateful if you would consider.

I'll amend the Hotel draft accordingly once we have got this one in shape.

Kind regards

[REDACTED]



Principal Solicitor - Planning

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

Tel: [REDACTED]

Mob: [REDACTED]

Email: [REDACTED]@DOVER.GOV.UK

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

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Sent: Tuesday, June 4, 2024 5:17 PM

To: [REDACTED]@nexusplanning.co.uk>

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

Subject: RE: Betteshanger - s.106 drafting

Hi [REDACTED]

I have made some suggestions and added some queries on the attached. Let me know if you would like to discuss / clarify. I found the overlap in requirements a little tricky to get my head around but have responded as if they are standalone applications, in practice if both come forward there would be significant overlap. I have not responded on monitoring fees – these are being discussed in more detail with colleagues.

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](https://www.dover.gov.uk)

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From: [REDACTED]@nexusplanning.co.uk>
Sent: Thursday, May 30, 2024 1:28 PM
To: [REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@dover.gov.uk>; [REDACTED]@DOVER.GOV.UK>; [REDACTED]@DOVER.GOV.UK>
Subject: Betteshanger - s.106 drafting

Hi [REDACTED]

Re the s.106 agreements for the two Betteshanger schemes, there has been some back and forth with the applicant, with the latest drafts enclosed.

To help signpost how the agreements are structured against the heads of terms of each Committee Report, the table below (relating to the more complex Wave Pool Scheme) should be of help.

If you are able to provide any comments from your perspective by Wednesday next week, that will help the legal team go back further to Seahive / Quinn

Thanks

Wave Pool Scheme – Committee Report		Draft s.106 agreement
Matter	Heads of Term	
Public access to the Country Park	Covenant for public access to be maintained to the Country Park whilst the wave pool scheme remains operational at no charge for entry to the Country Park with exceptions allowing for the park to be closed to the public for example for maintenance and special events and public holidays (including Christmas day)	Schedule 1, Section 10: allow public access to the Wider Country Park for the lifetime of the development, save for exceptions
Country Park wide ecological and biodiversity management plan	An Ecological and Biodiversity Management Plan to be submitted and agreed before occupation of development.	Schedule 1, Section 1: ‘Country Park Ecological and Biodiversity Management Plan’ defined

	<p>Ecological and Biodiversity Management Plan to include specific measures and targets, against which annual monitoring shall be provided</p>	<p>Schedule 1, 4.2: 'Country Park Ecological and Biodiversity Management Plan' to be approved before occupation and measures carried out</p> <p>Schedule 1, 4.3 – 4.5: to review and monitor against objectives in the and report, then to adapt measures as necessary</p> <p>[Does it need to be clearer that 'Country Park Ecological and Biodiversity Management Plan' should be revised where not meeting specific measures and targets]</p>
Community use	<p>To submit and have approved a detailed scheme to secure:</p> <ul style="list-style-type: none"> - the offer of surf therapy courses (via 'The Wave Project', a local charity) for children and adults with mental health challenges - to offer the scheme as an environment for children to learn, to provide creative / engaging learning activities linked to key subject areas - to offer accessible / adaptive surfing opportunities for people with physical disabilities - a commitment to provide up to 2,500 free surf sessions per year to local state school children - a commitment to provide an activity programme, in conjunction with the government's 'Holiday Activities and Food Programme' for under privileged local school-aged children during main school holidays - the offer of apprenticeship schemes in the operating business, with focus on school leavers within the local area 	<p>Set out in Schedule 2</p> <p>Schedule 2, 2.1-2.4: apprenticeship to be submitted, approved (before occupation) and implemented</p> <p>Schedule 2, 3.1-3.2: to make space available, free of charge, to charities aligned with surf therapy and educational objectives</p> <p>Schedule 2, Section 4: to allow disabled visitors to obtain a carers ticket free of charge</p> <p>Schedule 2, Section 5: submit 'Discounted Meals Programme' to the Council before occupation; then implement 'Discounted Meals Programme' for lifetime of development</p> <p>[No provision for the Council to approve 'Discounted Meals Programme']</p> <p>Schedule 2, Section 6: organise at least one free activity programme per school holiday period for under privileged children</p> <p>[Is a requirement needed to provide details of how this free activity programme will be publicised?]</p> <p>Schedule 2, Section 1: 'Surf Sessions' and 'Surf Sessions Scheme' defined.</p> <p>Schedule 2, 7.1 – 7.2: 'Surf Sessions Scheme' to be submitted to the Council and approved (before occupation) and implemented</p>

<p>Visitor and turtle dove management</p>	<p>To establish zonal areas of 'Core Visitor', 'Informal Access' and 'Restricted Access' across the Country Park.</p> <p>To provide a detailed 'Visitor Management Plan' with specific aims and objectives for each zonal area.</p> <p>To provide a detailed 'Turtle Dove Mitigation Strategy' for the Country Park.</p> <p>Implementation of measures contained in the detailed 'Visitor Management Plan' and detailed 'Turtle Dove Mitigation Strategy', including offsite measures at Hammill Field and adjacent to the east of the Country Park.</p> <p>To establish a 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To submit each year to the local planning authority for review the 'Visitor Management Plan' and 'Turtle Dove Mitigation Strategy' and results of the 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To revise the 'Visitor Management Plan' and 'Turtle Dove Mitigation Strategy' with initiatives to promote the Country Park for the favourable conservation status of turtle doves and implement those initiatives in response to any negative findings of the 'Turtle Dove Survey and Monitoring Regime'.</p> <p>To establish a 'Full Time Designated Wildlife Warden' for the Country Park, along with specific roles and responsibilities.</p> <p>To make an annual contribution of £6,000 (index linked) to the local planning authority in respect of the monitoring, consideration and enforcement of matters relating to visitor and turtle dove management.</p>	<p>Schedule 1, Section 1: 'Turtle Dove Strategy' and 'Technical Note' defined, and with what the 'Turtle Dove Strategy' should include. This would comprise 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, Section 1: 'Visitor Management Strategy' defined, and with what the 'Visitor Management Strategy' should include. This would comprise 'Visitor Management Strategy Objectives'</p> <p>Schedule 1, 5.1 – 5.3, 5.5, 5.6: 'Turtle Dove Strategy' to be approved before commencement of development; measures relating to TD feeding locations to be delivered before occupation; and other measures to be implemented in accordance with 'Turtle Dove Strategy'</p> <p>Schedule 1, 5.4: to establish off site turtle dove habitat as required by the 'Turtle Dove Strategy'</p> <p>Schedule 1, 7.1 – 7.5: 'Visitor Management Strategy' to be approved before commencement of development; approved measures to establish visitor zones to be delivered before occupation; other measures to be implemented in accordance with strategy</p> <p>Schedule 1, 6.1 – 6.3: Turtle Dove Monitoring Regime: to survey and monitor effectiveness of measures in achieving 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, 6.4: where 'Turtle Dove Strategy Objectives' are not being met, to use 'reasonable endeavours' to agree a 'Revised Turtle Dove Strategy'</p> <p>Schedule 1, 8.1 – 8.3: Visitor Survey and Monitoring Regime: to review, monitor and assess effectiveness of measures in achieving 'Visitor Management Strategy Objectives' and 'Turtle Dove Strategy Objectives'</p> <p>Schedule 1, 8.4: where 'Visitor Management Strategy Objectives' are not being met, to use 'reasonable endeavours' to agree a 'Revised Visitor Management Strategy'</p>
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		Schedule 1, Section 9: to pay annual £6,000 monitoring fee
Habitat compensation measures	<p>To provide a detailed 'Habitat Compensation Plan', including specific measures, actions and programme.</p> <p>The detailed 'Habitat Compensation Plan' to include objectives that would be measured and monitored to indicate the success or otherwise of the works.</p> <p>To provide a series of assessments utilising the Defra biodiversity metric to also monitor the success of the habitat improvement measures over time.</p> <p>To revise the 'Habitat Compensation Plan', to provide additional on or off site compensation measures, if monitoring of the measurable objectives and biodiversity metric assessments indicate a deficiency in habitat creation.</p> <p>To make an annual contribution of £4,000 (index linked) to the local planning authority in respect of the monitoring, consideration and enforcement of matters relating to habitat creation and compensation.</p>	<p>Schedule 1, Section 1: 'Habitat and Biodiversity Enhancement Scheme' defined</p> <p>Schedule 1, Section 1: areas for which the 'Habitat and Biodiversity Enhancement Scheme' is to apply to be defined (as to be shown on plan)</p> <p>Schedule 1, Section 1: 'Habitat Compensation Measures' defined</p> <p>Schedule 1, 2.2: to not commence development until the 'Habitat and Biodiversity Enhancement Scheme', including 'Habitat Compensation Measures', is submitted and approved</p> <p>Schedule 1, 3.1 – 3.2: to implement / deliver the approved 'Habitat and Biodiversity Enhancement Scheme',</p> <p>Schedule 1, 4.3 – 4.5: to review, monitor, report and adapt 'Habitat Compensation Measures' and 'Habitat and Biodiversity Enhancement Scheme' as necessary</p> <p>Schedule 1, 4.6: to pay annual £4,000 monitoring fee</p>
Habitat and biodiversity enhancement scheme	<p>'Habitat and Biodiversity Enhancement and Management Scheme' for the Site, the Country Park, Hammill Field and land adjacent to the east of the Country Park to be submitted and agreed before commencement of development.</p> <p>The 'Habitat and Biodiversity Enhancement and Management Scheme' shall include:</p> <ul style="list-style-type: none"> - specific biodiversity aims and objectives - a 'biodiversity gain plan' to demonstrate how a minimum of 10% biodiversity net gain will be achieved - biodiversity enhancement measures - a timetable / programme for carrying out the measures - details of the management and maintenance of the enhancement measures - ongoing monitoring and reporting of the enhancement measures 	

Fiery Clearwing	<p>Dock plant seeding establishment and management measures to be submitted and approved for identified dock receptor area.</p> <p>Dock translocation and management plan to be submitted and approved, as relating to the development site and dock receptor area.</p> <p>Monitoring of mitigation / compensation measures, to be undertaken on dock receptor area against objective targets. If secured measures were to be failing objective targets, an alternative approach to mitigation / compensation to avoid significant harm to be provided.</p>	<p>Schedule 1, Section 1: 'Fiery Clearwing Strategy' defined, to include monitoring against objectives and adaptive mitigation / compensation measures as necessary</p> <p>Schedule 1, Section 11: Not to commence development unless Fiery Clearwing Licence has been issued</p> <p>[No provision for Council to approve Fiery Clearwing Strategy – just Natural England]</p>
Lizard orchids	<p>Lizard orchid habitat improvement and management plan to be submitted and approved.</p> <p>Lizard orchid translocation and management plan to be submitted and approved.</p> <p>Monitoring of mitigation / compensation measures, to be undertaken, against objective targets. If secured measures were to be failing objective targets, an alternative approach to mitigation / compensation to avoid significant harm to be provided.</p>	<p>Schedule 1, Section 1: 'Lizard Orchid Strategy' defined, to include monitoring against objectives and adaptive mitigation / compensation measures as necessary</p> <p>Schedule 1, Section 12: Not to commence development unless Lizard Orchid Licence has been issued</p> <p>[No provision for Council to approve Fiery Clearwing Strategy – just Natural England]</p>
Reptiles	<p>Securing of reptile translocation area in perpetuity</p>	<p>Schedule 1, Section 1: 'Reptile Translocation Strategy' defined</p> <p>Schedule 1, 13.1 – 13.2: submit and have approved the 'Reptile Translocation Strategy' before commencement of development</p> <p>Schedule 1, 13.3: to carry out the 'Reptile Translocation Strategy' and maintain it for the lifetime of the development</p>
Thanet Coast and Sandwich Bay Special Protection Area SAMM	<p>A contribution of £13,425 (index linked) towards Strategic Access Mitigation and Monitoring Strategy</p>	<p>Secured by Schedule 3</p>

Associate Director

M
E @nexusplanning.co.uk



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[REDACTED]

From: [REDACTED]
Sent: 21 June 2024 17:42
To: [REDACTED]
Subject: Betteshanger - s.106 drafting
Attachments: AS SeaHive Draft s.106_DT amends_20.06.24.docx

Hi [REDACTED]

Please find attached the latest version of the draft S106 for the Seahive. [REDACTED] is going to work on amending the hotel to match this on Monday.

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

DATED

2024

(1) DOVER DISTRICT COUNCIL

and

(2) BETTESHANGER PROPERTY LIMITED

and

(3) **THE SEAHIVE LIMITED**

Commented [REDACTED] As per Companies House

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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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) **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
- (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: The Kent County Council of Sessions House, County Hall, County Hall, Maidstone, Kent ME14 1XQ (or any successor in function for the relevant purposes of this Deed);

Development: means the development of the Site by the erection of a surfing lagoon and pools, hub building (to include

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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:

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 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.

2.32.4 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.

2.42.5 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.

2.52.6 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.

Commented [REDACTED] I have retained this wording of the clause (which was proposed to be deleted) and accepted deletion of the wording regarding the obligations in the deed being enforceable by KCC.

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 paragraphs 2.1, 2.2, 3.1, 3.2, 5.1, 5.2, 6.1, 6.2, 7.1, 7.2, 8.1, 8.2, 11.1, 11.2, 12.1, 12.2, 13.1, 13.2, 14.1 and 14.2 ~~of Schedule 1; paragraph 2 of Schedule 3 and paragraph 2.1 of Schedule 6~~ which shall come into effect immediately upon the issue of the Planning Permission,

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

Commented [REDACTED] I believe I have covered these off but please do check.

5. COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the obligations set out in Schedules 1, 2, 3, 4, 5 and 6.
- 5.2 The Council covenants with the Owner to observe and perform the obligations set out in Schedule 7.
- 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; and
- ~~(b)(c)~~ of the date of Commencement of the Development not less than 10 Working Days before such date occurs.

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 under this Deed is not paid by the due date Interest shall be due and payable to the Council ~~-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'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 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 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 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 and a copy by email to developercontributions@dover.gov.uk;
- (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 -from time to time;
- (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 -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 ~~16.116-115.1~~ and clause ~~16.216-215.2~~ 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 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:

<p><u>Additional Turtle Dove Mitigation Area Plan</u> <u>Country Park Ecological and Biodiversity Management Plan</u></p>	<p><u>the plan with drawing number S535/VMS4 annexed hereto at Appendix D or such other plan as may subsequently be approved by the Council</u></p> <p><u>a detailed programme for the ongoing management and monitoring of the Habitat Compensation Measures, visitor management and turtle dove strategy habitat measures and of the wider Country Park, in addition to management and monitoring in respect to lizard orchids, fiery clearwings and reptiles together with timescales for implementation of each of the measures to include:</u></p> <ul style="list-style-type: none"> <u>— 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;</u> <u>— Habitat management objectives and actions to achieve appropriate biodiversity enhancements across the wider Country Park</u> <u>• Addition of other matters)</u> <u>— ongoing monitoring and reporting measures, (including the role and responsibilities of the Botteschanger 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 minimum 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</u> <p><u>and which may be varied from time to time with the written agreement of the Council</u></p>
<p><u>Country Park Ecological and Biodiversity Management and Monitoring Plan</u></p>	<p><u>a detailed and holistic programme for the ongoing management and monitoring of the ecology and biodiversity of the Site and the Wider Country Park which demonstrates how the Strategies and Measures will work in parallel to achieve their objectives together with timescales for implementation of each of the measures to include:</u></p>

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	<ul style="list-style-type: none"> • <u>the management and maintenance arrangements for the Habitat Compensation Measures including funding arrangements, structure and identity of the body who will be responsible for the onward management of the Habitat Compensation Measures;</u> • <u>Habitat management objectives and actions to achieve appropriate biodiversity enhancements across the Wider Country Park</u> • <u>management and monitoring in respect of lizard orchids, fiery clearwings and reptiles</u> • <u>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 minimum 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</u> <p><u>and which may be varied from time to time with the written agreement of the Council</u></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	<p>a strategy for <u>fiery clearwing mitigation / compensation including</u> 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 for 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

Commented [REDACTED] Now covered in para 4.3 - the Council's position is that the management and maintenance requirements should continue for the lifetime of the development but that the monitoring and reporting requirements need only last for a 30 year minimum period

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 32.1 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 <u>of the Site to be and delivered and maintained across-on the Site and on the</u> 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 32.2 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);

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Commented [REDACTED] Note that for the Hotel scheme, this will also need to reference the off-Country Park Site enhancement area (Hammil Field)

	<ul style="list-style-type: none"> o Restoration of open mosaic habitat within existing scrub (0.77ha); o Restoration of open mosaic habitat within existing grassland (1.39ha); o Additional areas of grassland and scrub enhancement (8.18ha); and o 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 <u>drawing plan</u> as may subsequently be agreed in writing by the Council
<u>Hamill Field Plan</u>	<u>the plan with drawing number 6535/TD1 annexed hereto at Appendix C or such other plan as may subsequently be approved by the Council</u>
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 orchids 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 ef for 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
Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01095 submitted

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	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 <u>in the Habitat Compensation Measures Plan, the land shaded purple on the Hammill Field Plan and the Additional Turtle Dove Mitigation Area Plan</u> 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"> • <u>erection and maintenance</u> of reptile fencing around the perimeter of the Site whilst the Development is under construction; • <u>enhancement of the receptor habitat sites (to be identified) to include habitat management to open up basking areas and creation of refugia/hibernacula</u> • capture and translocation of reptiles from the Site; • a destructive search to remove remaining reptile habitat within the Site • <u>enhancement of the receptor habitat sites (to be identified) to include habitat management to open up basking areas and creation of refugia/hibernacula</u> • ongoing management and monitoring of the receptor area(s) • <u>provision for remedial habitat enhancement measures</u>
<u>Strategies and Measures</u>	<u>the Fiery Clearwing Strategy, Habitat and Biodiversity Enhancement Scheme, Habitat Compensation Measures, Lizard Orchid Strategy, Reptile Translocation Strategy, Tree Planting Scheme, Turtle Dove Strategy and Visitor Management Strategy together</u>
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
Tree Planting Scheme	a scheme setting out provisions for the planting of one new tree on the for every 500 square metres of <u>commercial floorspace created by the</u> Development which shall include the following details:

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	<ul style="list-style-type: none"> the area(s) of tree planting (with <u>reasonable endeavours to be used to prioritise planting within planting on the Site given first priority</u> and planting on the Wider Country Park only <u>carried out/pursued</u> where it is not reasonably feasible to plant all or any of the trees on the Site); a calculation to show the number of trees to be planted; the types of trees to be planted (<u>confirming that they are native Kent species, of local provenance from a bio-secure source and standard size in specification as a minimum</u>); a timetable for the planting of the trees; and notification requirements to confirm in writing to the Council once all the trees have been planted
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 <u>and timescale for delivery</u> 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 <u>improving maintaining the favourable</u> 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 <u>and which for the avoidance of doubt may be a shared Turtle Dove Strategy with the Neighbouring Development</u></p>
Turtle Dove Strategy <u>Monitoring Fee</u> 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)

Commented [REDACTED] Wording lifted from policy CC8

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 <u>and timescales</u> for the <u>establishment employment</u> 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 <u>is situated</u> outside of the Site <u>and</u> shown edged black on the Habitat Compensation Measures Plan
<u>Working Day</u>	<u>any day which is not a Saturday, a Sunday, a bank holiday nor a public holiday in England</u>

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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, ~~and-~~

3.2 ~~in all other respects~~ ~~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 AND MONITORING PLAN ~~AND HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME MONITORING FEE~~

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

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

4.3 To implement the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan and comply with all management and maintenance obligations therein for the lifetime of the Development and to carry out ongoing reviews (at 1, 2, 3, 4, 5, 6, 8, 10, 15, 20, 25 and 30 years from the date of the Commencement of Development unless otherwise agreed in writing by the Council), monitoring and assessment of the ~~Habitat Compensation Measures~~ Strategies and Measures in accordance with the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan ~~for a minimum period of 30 years~~.

4.4 To submit a report to the Council by the end of each calendar year for all monitoring periods in paragraph 4.3 above, 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

Commented [REDACTED] Do we need in light of 4 below?

Commented [REDACTED] These are two different strategies and so paragraphs 3 & 4 should be retained, albeit we appreciate there is some crossover.

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

~~4.44.5~~ Where the Revised Habitat and Biodiversity Enhancement Scheme necessitates changes to management practices to achieve the core objectives, to use reasonable endeavours to agree a revised Country Park Ecological and Biodiversity Management and Monitoring Plan to achieve the Habitat Compensation Measures-

~~4.54.6~~ 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 Enhancement 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 supplementary feeding locations and habitat creation works (and to complete all associated works) in accordance with the Approved Turtle Dove Strategy prior to Occupation of the Development.

~~5.4~~ To establish the turtle dove habitats in the eOff-Site Enhancement Area locations as may be provided in accordance withfor in the Approved Turtle Dove Strategy.

~~5.45.5~~ 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 supplementary feeding

locations and habitat creation works (and all associated works) have been delivered in accordance with the Approved Turtle Dove Strategy.

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~~5.55.6~~ To otherwise implement the Approved Turtle Dove Strategy in full including maintaining and managing the turtle dove habitat creation / enhancement areas and supplementary feeding areas-locations 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 which may, inter alia, include funding the creation of off-Site habitat areas in suitable locations (to be agreed in writing by the Council) within the district of Dover and/or contributions to Operation Turtle Dove 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

Commented [REDACTED] Where is the provision for securing additional funds for the last resort options? i.e. payment to local landowners to create turtle dove habitat / contribution to Operation Turtle Dove?

Commented [REDACTED] Is this suggested wording ok? I'm not keen on 'vicinity' as it is somewhat subject - happy to consider alternatives - have they suggested any particular land for this?

Commented [REDACTED] Nowhere specific suggested, the Outline Turtle Dove Strategy just says:
"Offsite measures. If ongoing monitoring indicates that onsite measures are unlikely to address population declines, additional offsite measures can be delivered. This could include contributions made to the RSPB's Operation Turtle Dove, or other agreements could be reached with local landowners."

Commented [REDACTED] I think we could say '...include funding the creation of off-site habitat areas in Turtle Dove suitable locations in Dover district and/or...'

Commented [REDACTED] The Committee Report (para 2.195) was circumspect re the weight to place on less defined offsite measures

Dan - are you able to comment on the legal robustness of this very open provision?

Commented [REDACTED] The provision requires reasonable endeavours to agree revisions to the strategy if it is failing to achieve its objectives. As you say, the provision is not prescriptive as what the revisions to the scheme that may be necessary to address the failures may be. That it, presumably, because it would not be possible now (when we don't know what the failures are or what may be causing them) to identify the appropriate remedial steps. Consequently, signposting the steps that have been suggested (and which may be appropriate) seems to me to be an appropriate way of dealing with it.

- 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 employ a wildlife warden on a full-time basis for the lifetime of the Development in accordance with the Approved Visitor Management Strategy.

~~7.57.6~~ 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

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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

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 Monitoring Fee 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 notify the Council of the submission of the Fiery Clearwing Strategy Documents to the Statutory Body within 14 days of their submission.

~~11.1~~ 11.2 To submit a copy of the Fiery Clearwing Strategy Documents approved by the Statutory Body ("the Approved Fiery Clearwing Strategy") to the Council as soon as reasonably practicable following the submission-issuing of the application for the Fiery Clearwing Licence to-by the Statutory Body.

11.3 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.

~~11.2~~ 11.4 To implement the Approved Fiery Clearwing Strategy in full and comply with all obligations therein for the lifetime of the Development.

12. LIZARD ORCHID STRATEGY

12.1 To notify the Council of the submission of the Lizard Orchid Strategy Documents to the Statutory Body within 14 days of their submission.

~~12.1~~ 12.2 To submit a copy of the Lizard Orchid Strategy Documents approved by the Statutory Body ("the Approved Lizard Orchid Strategy") to the Council as soon as reasonably practicable following the submission-issuing of the application for the Lizard Orchid Licence to-by the Statutory Body.

12.3 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.

~~12.2~~ 12.4 To implement the Approved Lizard Orchid Strategy in full and comply with all obligations therein for the lifetime of the Development.

13. REPTILE TRANSLOCATION STRATEGY

Commented [REDACTED] There may be to-ing and fro-ing between the developer and NE before the final strategy is approved and licence granted. If we only have the first submitted version we may not know all of the details that NE have agreed to.

I suggest that we seek notification that the Strategy has been submitted to NE and then require the submission of the final version on which basis the licence has been issued. I also suggest that we seek submission of the licence, or is this already a condition? - there is provision for seeking licences by condition in BS42020:2013 code of practice for planning and development, along with supporting case law

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Commented [REDACTED] As above for fiery clearing... There may be to-ing and fro-ing between the developer and NE before the final strategy is approved and licence granted. If we only have the first submitted version we may not know all of the details that NE have agreed to.

I suggest that we seek notification that the Strategy has been submitted to NE and then require the submission of the final version on which basis the licence has been issued. I also suggest that we seek submission of the licence, or is this already a condition? - there is provision for seeking licences by condition in BS42020:2013 code of practice for planning and development, along with supporting case law

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- 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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Commented [1] To be confirmed.

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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)- to be made available per annum- for School Children from a Qualifying School- 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

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

Surf Sessions Scheme	a scheme setting out a programme of Surf Sessions at the Development and how that programme will be made available to School Children from a Qualifying School during Term Time which shall include details of those 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] 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**).

~~2.3~~

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~~2.42.3~~ To implement the Approved Apprenticeship Scheme for the lifetime of the Development or as otherwise agreed with the Council.

~~2.52.4~~ 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	The Council's Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy dated March 2023
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 23/010995 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 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 <u>s</u> improvement works at the A2 Whitfield Roundabout
---	--

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the Council to pay the Whitfield A2 Roundabout Works Contribution to the 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 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 proposed development for a hotel and spa which is the subject of planning application reference 23/010995 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 covenants with the ~~Owner~~:

1. 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 ~~ten~~^{five} years of the date of receipt by the Council of such payment. Any contribution or part of a contribution which the Council- has ~~committed~~^{detracted} 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.

Commented [REDACTED] Proposed paragraphs 1, 2 and 4 have been rejected as DDC retain this contribution and commissions the works itself.

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

Executed as a Deed by affixing the)
common seal of DOVER DISTRICT)
COUNCIL was affixed to this Deed in the)
presence of)

Authorised Signatory

)
)

Signature

EXECUTED as a Deed by)
BETTESHANGER PROPERTY)
LIMITED acting by a director

Director Signature

In the Presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a Deed by)
THESEAHIVE 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

[REDACTED]

From: Cllr-[REDACTED]
Sent: 01 July 2024 09:02
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Betteshanger - s.106 drafting

Thanks [REDACTED]
No queries other than checking that the Hotel deed will work with this when completed.
Regards,
[REDACTED]

From: [REDACTED]@dover.gov.uk>
Sent: Friday, June 21, 2024 1:19 PM
To: Cllr-[REDACTED]@DOVER.GOV.UK>
Cc: [REDACTED]@nexusplanning.co.uk>
Subject: FW: Betteshanger - s.106 drafting

Hi Cllr [REDACTED]

Please find attached the latest drafting of the S106 for the Seahive. I think we are hopefully nearly there now.

If you have any queries, please contact [REDACTED] as he has been heavily involved in drafting with the legal team (copied in).

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

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[REDACTED]

From: [REDACTED]@akdc.co.uk>
Sent: 08 July 2024 13:30
To: [REDACTED]
Cc: [REDACTED]
Subject: Betteshanger SeaHive S.106
Attachments: SeaHive Draft s.106 4 7 24_BET2642_1_504701437.docx

Hi all

I hope you are well - please see attached the latest version of the Betteshanger SeaHive S.106 agreement.

We have accepted your tracked changes wherever possible and the attached version provides a (relatively) clean copy with just the instances where we have proposed further changes shown. [REDACTED] has also helpfully explained our thinking on the proposed further changes in the comments.

Thank you for your help and I look forward to progressing this and the Hotel S.106 shortly. If it would be helpful to discuss any of these final points, please let me know.

Kind regards

[REDACTED]

[REDACTED]

Email: [REDACTED][@akdc.co.uk](mailto:[REDACTED]@akdc.co.uk)
Tel: [REDACTED]



Knights

DATED

2024

(1) DOVER DISTRICT COUNCIL

and

(2) BETTESHANGER PROPERTY LIMITED

and

(3) THESEAHIVE 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

Knights
Midland House
West Way
Botley 33672557_1
Oxford OX2 0PH

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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) **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
- (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: The Kent County Council of Sessions House, County Hall, County Hall, Maidstone, Kent ME14 1XQ (or any successor in function for the relevant purposes of this Deed);

Development: means the development of the Site by the erection of a surfing lagoon and pools, hub building (to include

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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:

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 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.

2.32.4 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.

2.42.5 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.

2.52.6 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 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 paragraphs 2.1, 2.2, 3.1, 3.2, 5.1, 5.2, 6.1, 6.2, 7.1, 7.2, 8.1, 8.2, 11.1, 11.2, 12.1, 12.2, 13.1, 13.2, 14.1 and 14.2 of Schedule 1; paragraph 2 of Schedule 3 and paragraph 2.1 of Schedule 6 which shall come into effect immediately upon the issue of the Planning Permission,

Commented [REDACTED] Review before engrossment.

5. COVENANTS

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

5.2 The Council covenants with the Owner to observe and perform the obligations set out in Schedule 7.

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;
- (b) of the date of the first Occupation of the Development within 10 Working Days of its occurrence; and
- (c) of the date of Commencement of the Development not less than 10 Working Days before such date occurs.

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 under this Deed is not paid by the due date Interest shall be due and payable to the Council -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'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 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 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 -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 and a copy by email to developercontributions@doover.gov.uk;
- (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 -from time to time;
- (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 -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 16.1 and clause 16.2 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 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:

<p>Additional Turtle Dove Mitigation Area Plan</p>	<p>the plan with drawing number S6535/MS4 annexed hereto at Appendix D or such other plan as may subsequently be approved by the Council</p>
<p>Country Park Ecological and Biodiversity Management and Monitoring Plan</p>	<p>a detailed and holistic programme for the ongoing <u>review</u>, management and monitoring of the Habitat Compensation Measures <u>ecology and biodiversity of the Site and the Wider Country Park which demonstrates how the Strategies and Measures will work in parallel to achieve their objectives together with timescales for implementation of each of the measures</u> to include:</p> <ul style="list-style-type: none"> the <u>specific</u> management and maintenance arrangements for the Habitat Compensation Measures including <u>the</u> funding arrangements, structure and identity of the body who will be responsible for the onward management of the Habitat Compensation Measures; <u>and</u> Habitat management objectives and actions to achieve appropriate biodiversity enhancements across the Wider Country Park management and monitoring in respect of lizard orchids, fiery clearwings and reptiles <u>ongoing monitoring and reporting review measures (in order to determine the success of the Habitat Compensation Measures in achieving a minimum 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) to include:</u> (including the role and responsibilities of the Betteshanger Country Park's

Commented Please see comment on Off-Site Enhancement Areas definition below (Page 16) to explain proposed tracked change.

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Commented Reverted to previous wording. This plan is specifically for the management and monitoring of the Habitat Compensation Measures. Other plans and strategies secured by this schedule have their own corresponding monitoring plans (per the approach set out in the committee report).

Therefore, the proposed insert, referencing 'Strategies and Measures' will muddle matters, when each of those said strategies/measures have their own monitoring plans and provisions, set out in this schedule.

I have also deleted the 'timescale for implementation' wording. The delivery of the Habitat Compensation Measures will be secured by the Habitat and Biodiversity Enhancement Scheme. The purpose of the Country Park Ecological and Biodiversity Management and Monitoring Plan is to monitor and manage the Habitat Compensation Measures, once delivered. To reiterate, the terminology used to define each of the plans and the approach taken with each plan was lifted directly from the committee report, as requested by the Council.

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Commented Again, not the purpose of this plan.

	<p>ecology/wildlife warden) which will incorporate the carrying out of updated condition assessments in accordance with DEFRA's Statutory Biodiversity Metric February 2024 at 1, 2, 3, 4, 5, 6, 8, 10, 15, 20, 25 and 30 years from the date of the Commencement of Development (Monitoring and Review Exercise) including in order to determine the success of the Habitat Compensation Measures in achieving a minimum 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> <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	<p>a strategy for fiery clearwing mitigation / compensation comprising including 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 for 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

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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 3.2.1 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 of the Site to be delivered and maintained on the Site and on the 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 3.2.2 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

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Commented [REDACTED] Not sure why the para reference was changed to 3.1 - 2.1 is definitely the correct reference.

	<ul style="list-style-type: none"> 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 plan as may subsequently be agreed in writing by the Council
<u>Hammill Field Plan</u>	<u>the plan with drawing number 6535/TD1 annexed hereto at Appendix C or such other plan as may subsequently be approved by the Council</u>
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 orchids -from the Site to a new receptor area to be set out in the following documents to be submitted -as part of the application for 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
Neighbouring Development	the proposed development for a hotel and spa which is the subject of planning application reference 23/01095 submitted

Commented [REDACTED] Please see comment on Off-Site Enhancement Areas definition below (Page 16) to explain proposed tracked change.

	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 in the Habitat Compensation Measures Plan, <u>the land shaded purple on the Hammill Field Plan and the Additional Turtle Dove Mitigation Area Plan</u> 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 and maintenance of reptile fencing around the perimeter of the Site whilst the Development is under construction; • enhancement of the receptor habitat sites (to be identified) to include habitat management to open up basking areas and creation of refugia/hibernaculacapture and translocation of reptiles from the Site; • a destructive search to remove remaining reptile habitat within the Site • ongoing management and monitoring of the receptor area(s) • provision for remedial habitat enhancement measures
<u>Strategies and Measures</u>	<u>the Firey Clearwing Strategy, Habitat and Biodiversity Enhancement Scheme, Habitat Compensation Measures, Lizard Orchid Strategy, Reptile Translocation Strategy, Tree Planting Scheme, Turtle Dove Strategy and Visitor Management Strategy together</u>
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
Tree Planting Scheme	<p>a scheme setting out provisions for the planting of one new tree for every 500 square metres of commercial floorspace created by the Development which shall include the following details:</p> <ul style="list-style-type: none"> • the area(s) of tree planting (with reasonable endeavours to be used to prioritise planting within the Site and planting on the Wider Country Park only

Commented [REDACTED] These should not be included in the off-site enhancement area as this is the specific area to deliver 10% BNG/offset habitat losses. Hammill Field and additional TD area are in relation to Turtle Dove only for Seahive application and shouldn't be subject to same management/monitoring requirements.

Commented [REDACTED] Agreed. And the TD Strategy definition already includes a bullet specifically requiring the identification of additional land beyond the site and wider country park on which any TD measures are to be delivered.

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	<p>carried out where it is not reasonably feasible to plant all or any of the trees on the Site);</p> <ul style="list-style-type: none"> • a calculation to show the number of trees to be planted; • 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); • a timetable for the planting of the trees; and • notification requirements to confirm in writing to the Council once all the trees have been planted
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 and timescale for delivery 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 improving the 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 and which for the avoidance of doubt may be a shared Turtle Dove Strategy with the Neighbouring Development</p>
Turtle Dove Strategy Monitoring Fee 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>
Turtle Dove Survey and Monitoring Regime	<p>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</p>

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 and timescales for the employment 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 is situated outside of the Site and shown edged black on the Habitat Compensation Measures Plan
<u>Working Day</u>	<u>any day which is not a Saturday, a Sunday, a bank holiday nor a public holiday in England</u>

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Commented [REDACTED] There is already a WD definition at clause 1 in main body of the deed.

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; and

3.2 in all other respects to 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 AND MONITORING PLAN AND HABITAT AND BIODIVERSITY ENHANCEMENT SCHEME MONITORING FEE

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

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

4.3 To implement the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan and comply with all management, ~~and~~ maintenance and ongoing review obligations therein for the lifetime of the Development (or as otherwise provided in the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan). ~~(and to carry out ongoing reviews (at 1, 2, 3, 4, 5, 6, 8, 10, 15, 20, 25 and 30 years from the date of the Commencement of Development unless otherwise agreed in writing by the Council), monitoring and assessment of the Habitat Compensation Measures Strategies and Measures in accordance with the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan for a minimum period of 30 years).~~

4.4 To submit a report to the Council ~~by the end of each calendar year for all monitoring periods in paragraph 4.3 above~~ setting out the findings of each Monitoring and 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

Commented [REDACTED] The review requirements are a feature of the Country Park Ecological and Biodiversity Management and Monitoring Plan - I have therefore moved this text to the definition of "Country Park Ecological and Biodiversity Management and Monitoring Plan". The obligation at 4.3" is to implement the Approved Country Park Ecological and Biodiversity Management and Monitoring Plan which, by definition, will include the ongoing review requirements.

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

~~4.4 Where the Revised Habitat and Biodiversity Enhancement Scheme necessitates changes to management practices to achieve the core objectives, to use reasonable endeavours to agree a revised Country Park Ecological and Biodiversity Management and Monitoring Plan to achieve the Habitat Compensation Measures.~~

Commented [REDACTED] I have deleted on the basis that the management and monitoring plan is not the instrument through which the Habitat Compensation Measures are secured/delivered.

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 Enhancement Scheme Monitoring Fee to the Council within 21 Working Days 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 supplementary feeding locations and habitat creation works (and to complete all associated works) in accordance with the Approved Turtle Dove Strategy ~~prior to Occupation of the Development.~~

Commented [REDACTED] Timing of delivery to be determined by approved strategy - see 5.4 ('unless and to the extent' wording).

~~To establish the turtle dove habitats in the eOff Site Enhancement Area locations as may be provided in accordance with for in the Approved Turtle Dove Strategy.~~

Commented [REDACTED] Covered by 5.3.

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 supplementary feeding

locations and habitat creation works (and all associated works) have been delivered in accordance with the Approved Turtle Dove Strategy.

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- 5.5 To otherwise implement the Approved Turtle Dove Strategy in full including maintaining and managing the turtle dove habitat creation / enhancement areas and supplementary feeding locations 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 which may, inter alia, include funding the creation of off-Site habitat areas in suitable locations (to be agreed in writing by the Council) within the district of Dover and/or reasonable and justified contributions to Operation Turtle Dove 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.

~~7.4~~
7.5 To employ a wildlife warden on a full-time basis ~~(for the lifetime of the Development)~~ in accordance with the Approved Visitor Management Strategy.

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Commented [REDACTED] Timeframe will ultimately be determined by the approved strategy (which may well be for the lifetime of the development)

7.6 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

~~It~~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 [Monitoring Fee](#) 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 [operational](#) 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

and for the avoidance of doubt nothing in this paragraph 10 or elsewhere in this Deed shall prevent the ability to impose car parking charges for the use of any car parks or other parking facilities associated with the Development or the Wider Country Park.

11. FIERY CLEARWING STRATEGY

11.1 To notify the Council of the submission of the Fiery Clearwing Strategy Documents to the Statutory Body within 14 days of their submission.

11.2 To submit a copy of the Fiery Clearwing Strategy Documents approved by the Statutory Body ("the Approved Fiery Clearwing Strategy") to the Council as soon as reasonably practicable following the submission of the application issuing of for the Fiery Clearwing Licence to by the Statutory Body.

11.3 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.

~~11.4~~ 11.4 To implement the Approved Fiery Clearwing Strategy comply with the terms of the Fiery Clearwing Licence in full and comply with all obligations therein for the lifetime of the Development (or otherwise as provided by the Fiery Clearwing Licence).

12. LIZARD ORCHID STRATEGY

12.1 To notify the Council of the submission of the Lizard Orchid Strategy Documents to the Statutory Body within 14 days of their submission.

12.2 To submit a copy of the Lizard Orchid Strategy Documents approved by the Statutory Body ("the Approved Lizard Orchid Strategy") to the Council as soon as reasonably practicable following the submission issuing of the application for the Lizard Orchid Licence to by the Statutory Body.

12.3 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.

~~12.4~~ 12.4 To comply with the terms of the Lizard Orchid Licence implement the Approved Lizard Orchid Strategy in full and comply with all obligations therein for the lifetime of the Development (or otherwise as provided by the Lizard Orchid Licence).

13. REPTILE TRANSLOCATION STRATEGY

Commented [REDACTED] There may be to-ing and fro-ing between the developer and NE before the final strategy is approved and licence granted. If we only have the first submitted version we may not know all of the details that NE have agreed to.

I suggest that we seek notification that the Strategy has been submitted to NE and then require the submission of the final version on which basis the licence has been issued. I also suggest that we seek submission of the licence, or is this already a condition? - there is provision for seeking licences by condition in BS42020:2013 code of practice for planning and development, along with supporting case law

Commented [REDACTED] Former wording reinstated. Technically, NE will not be 'approving the documents' but will be issuing a licence (the terms/conditions of which may differ in certain respects from the submitted documents).

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Commented [REDACTED] As above for fiery clearing... There may be to-ing and fro-ing between the developer and NE before the final strategy is approved and licence granted. If we only have the first submitted version we may not know all of the details that NE have agreed to.

I suggest that we seek notification that the Strategy has been submitted to NE and then require the submission of the final version on which basis the licence has been issued. I also suggest that we seek submission of the licence, or is this already a condition? - there is provision for seeking licences by condition in BS42020:2013 code of practice for planning and development, along with supporting case law

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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 operation 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 **J** of the Planning Permission.

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Commented [REDACTED] To be confirmed.

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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)- to be made available per annum- for School Children from a Qualifying School- 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 that programme will be made available to School Children from a Qualifying School during Term Time which shall include details of those 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)

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~~

~~2.42.3~~ To implement the Approved Apprenticeship Scheme for the operational lifetime of the Development or as otherwise agreed with the Council.

~~2.52.4~~ 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

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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 operational lifetime of the Development or as otherwise agreed in writing by the Council.

6. OUT OF SCHOOL ACTIVITY PROGRAMMES

- 6.1 For the operational 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 operational 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	The Council's Thanet Coast and Sandwich Bay SPA Strategic Access Mitigation and Monitoring Strategy dated March 2023
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 23/010995 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 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 <u>s</u> improvement works at the A2 Whitfield Roundabout
---	--

2. PAYMENT OF CONTRIBUTION

The Owner covenants with the Council to pay the Whitfield A2 Roundabout Works Contribution to the 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 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 proposed development for a hotel and spa which is the subject of planning application reference 23/010905 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 covenants with the Owner:

1. 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 ~~ten~~five years of the date of receipt by the Council of such payment. Any contribution or part of a contribution which the Council has ~~committed~~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.~~

Commented [REDACTED] Proposed paragraphs 1, 2 and 4 have been rejected as DDC retain this contribution and commissions the works itself.

Commented [REDACTED] Thanks for confirming. On that basis, I have deleted last line of the paragraph as it will not be relevant. Instructions sought on 10 v 5 years.

'Contracted' preferred to 'committed' given vagueness of the latter term.

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

Executed as a Deed by affixing the)
common seal of DOVER DISTRICT)
COUNCIL in the presence of)
)

Authorised Signatory

}
}

Signature

EXECUTED as a Deed by)
BETTESHANGER PROPERTY)
LIMITED acting by a director

Director Signature

In the Presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a Deed by)
THESEAHIVE 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

From: [REDACTED]@nexusplanning.co.uk>
Sent: 11 July 2024 08:48
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Lizard Orchids on the Redrow site

Dear [REDACTED]

Thank you for your email to [REDACTED] in connection with the sighting of lizard orchids on the Redrow site, to the west of the pumping station.

In respect of the current approved outline planning permission and approved reserved matters for development on the site, we have made the developer aware that a local interested party has informed the Council that lizard orchid species (protected under the Wildlife and Countryside Act) have been identified; and have asked that the developer ensures it fulfils any legal duties in response to that.

In respect of any amendments to the approved development scheme on the site, the local planning authority will take and consider ecological advice as appropriate.

Best wishes

[REDACTED]

[REDACTED]
Associate Director

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



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From: [REDACTED]
Sent: Wednesday, June 26, 2024 1:53 PM
To: [REDACTED] [<@DOVER.GOV.UK>](mailto:@DOVER.GOV.UK)
Cc: [REDACTED]
[REDACTED]

Subject: Lizard Orchids on the Redrow site

Dear [REDACTED]

I am writing to you regarding Lizard Orchids that were found about a week ago on the Greenways Redrow site at Betteshanger.

Below is a photograph and a map showing their rough location.

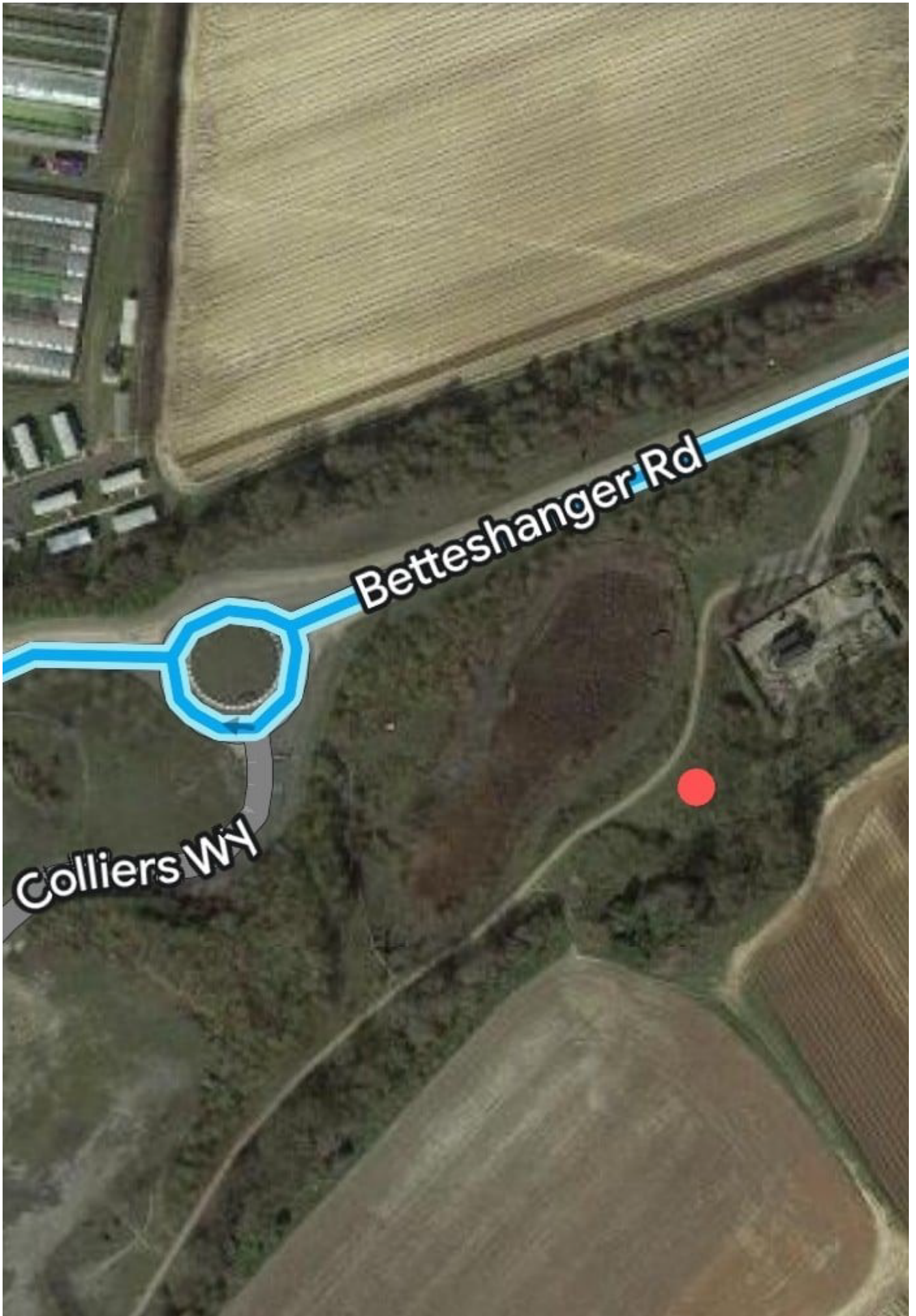
As they are a protected species under schedule 8 of the Wildlife and Countryside Act I thought the Council should know about them.

Please could you tell me if and how they will be protected as the site is developed?

My thanks in advance and kind regards

[REDACTED]

Friends of Betteshanger





Sent from my iPhone

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