

Important status

This is a planning-stage draft prepared to accompany the outline application. Owner, title, mortgagee, application and execution details remain to be completed. The final agreement must be settled by the parties' solicitors and North Hertfordshire District Council before execution.

DATED 2026

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

[OWNER]

and

VISION RESIDENCES [LIMITED / ENTITY DETAILS TO BE CONFIRMED]

and (if applicable)

[MORTGAGEE]

PLANNING OBLIGATION BY AGREEMENT

Section 106 Town and Country Planning Act 1990

Land at Pirton, Hitchin, SG5 3RA

1 Parties and Background

- 1.1 NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire SG6 3JF (the “Council”).
- 1.2 [OWNER NAME / COMPANY NUMBER / REGISTERED OFFICE] (the “Owner”).
- 1.3 VISION RESIDENCES [company number and registered office to be inserted] (the “Developer”), if different from the Owner.
- 1.4 [MORTGAGEE NAME / COMPANY NUMBER / ADDRESS] (the “Mortgagee”), if the Land is subject to a legal charge and the Council requires the Mortgagee to join this Deed.

Background

- A The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- B The Owner is the registered proprietor of the Land comprised in title number [●] shown edged red on the Site Plan.
- C The Developer has made / intends to make an application to the Council for outline planning permission, all matters reserved, for the redevelopment of the Land to provide 30 residential dwellings with associated landscaping and biodiversity net gain under application reference [●] (the “Application”).
- D The biodiversity information submitted with the Application includes the Existing BNG Plan, the Indicative Proposed BNG Plan and the Statutory Biodiversity Metric Macro Enabled 1.0.4 completed on 4 September 2026.
- E The Approved Metric at the date of this draft records 6.748 baseline area habitat units and 0.422 baseline hedgerow units, and an indicative post-development outcome of 7.883 area habitat units and 0.757 hedgerow units, equivalent to +16.83% and +79.32% respectively.
- F The parties intend by this Deed to secure the Significant On-site Habitat Enhancements, their management and monitoring, and the minimum biodiversity net gain required by Schedule 7A to the Act for the period required by law and this Deed.
- G The obligations in this Deed are intended to satisfy the statutory tests applicable to planning obligations and are directly related to the Development and reasonably related in scale and kind to it.

2 Definitions and Interpretation

Act	the Town and Country Planning Act 1990 (as amended), including Schedule 7A.
Application	the outline planning application described in Recital C, reference [●].
Approved BNG Documents	the Approved Metric, the Final BNG Plan, the Biodiversity Gain Plan and the HMMP, in each case as approved by the Council and as lawfully amended with its written approval.
Approved Metric	the statutory biodiversity metric calculation approved for the Development; initially the Statutory Biodiversity Metric Macro Enabled 1.0.4 completed 4 September 2026, subject to any Subsequent Metric approved under this Deed and the biodiversity gain condition.
Baseline Biodiversity Value	6.748 area habitat units and 0.422 hedgerow units, subject only to any lawful adjustment accepted by the Council under Schedule 7A to the Act.
Biodiversity Gain Plan	the biodiversity gain plan approved by the Council pursuant to the statutory biodiversity gain condition applying to the Planning Permission.
BNG Habitats	the on-site habitat creation, enhancement and retained habitat relied upon to meet the BNG Requirement, as identified in the Approved BNG Documents.
BNG Land	those parts of the Land identified for BNG Habitats on the Final BNG Plan, including any successor / replacement areas approved by the Council.

BNG Monitoring Fee	the sum of £[●], being the Council's biodiversity net gain monitoring fee calculated in accordance with its published Section 106 BNG monitoring fee framework as at the date agreed, or such other sum as the parties agree in writing.
BNG Requirement	the requirement for the Development to deliver not less than 10% biodiversity net gain in each applicable unit type against the Baseline Biodiversity Value, satisfy the statutory trading rules and secure the Significant On-site Habitat Enhancements for the Management Period. The current indicative outcome is 7.883 area habitat units and 0.757 hedgerow units.
Commencement	the carrying out of a material operation comprised in the Development for the purposes of section 56 of the Act, excluding (unless the Council agrees otherwise) site investigations, archaeological works, ecological surveys, temporary fencing, demolition required solely for investigation, and works expressly agreed in writing as preliminary works. "Commence" and "Commenced" shall be construed accordingly.
Completion of Development	practical completion of the Development as a whole (excluding minor snagging), confirmed by written notice from the Owner / Developer and acknowledged by the Council, or such alternative phase-based completion mechanism as is approved within the HMMP.
Development	the development authorised by the Planning Permission.
Existing BNG Plan	drawing LAP EX BNG 001 A, Existing BNG Plan — Proposed Residential Development, August 2026.
Final BNG Plan	the plan approved by the Council identifying the final location, extent and reference of each BNG Habitat, which may refine the Indicative Proposed BNG Plan to reflect the Reserved Matters.
Habitat Creation Works	all planting, seeding, soil preparation, fencing, habitat establishment works and other capital / management actions needed to create or enhance the BNG Habitats in accordance with the Approved BNG Documents.
HMMP	the Habitat Management and Monitoring Plan approved by the Council for the Significant On-site Habitat Enhancements, including implementation, management, monitoring, reporting, responsibilities, success criteria and remedial action for the Management Period.
Indicative Proposed BNG Plan	drawing LAP PROBNG 001 A, Indicative Proposed BNG Plan — Proposed Residential Development, August 2026.
Land	the land at Pirton, Hitchin, SG5 3RA comprised in title number [●] and shown edged red on the Site Plan.
Management Period	the period during which the BNG Habitats must be maintained and monitored, commencing on Completion of Development and continuing for not less than 30 years, with management applying from the date each habitat is first implemented so that no gap in management occurs before the Management Period begins.
Monitoring Report	a report prepared by a suitably qualified ecologist / competent person recording the condition and performance of the BNG Habitats against the Approved Metric and HMMP, including photographs, survey data, failures, corrective measures and recommendations.
Planning Permission	the planning permission granted pursuant to the Application, including the statutory biodiversity gain condition.
Subsequent Metric	any later statutory metric calculation approved in writing by the Council to reflect approved Reserved Matters or other lawful design changes, provided it continues to meet the BNG Requirement.

Significant On-site Habitat Enhancements	the significant on-site habitat creation and/or enhancement required to be legally secured for BNG, including (unless the Council approves an equivalent alternative) the proposed 0.505 ha of mixed scrub, 0.714 ha of modified grassland, 0.100 km of new native hedgerow and any other habitat the Council identifies as significant in the Approved BNG Documents.
Site Plan	drawing LAP SITE 001 A, Indicative Site Layout Plan — Proposed Residential Development, August 2026, or the application site plan approved with the Planning Permission.

References to legislation include amendments and re-enactments. Headings are for convenience only. Where an obligation requires Council approval, such approval must be in writing and shall not be unreasonably withheld or delayed where the submitted matter accords with this Deed and the Planning Permission.

3 Statutory Basis and Effect

- 3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 The obligations in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner and persons deriving title to the Land, subject to the express provisions of this Deed.
- 3.3 This Deed shall take effect on the date on which it is completed, save that the substantive obligations in Schedule 2 shall become enforceable upon the grant of Planning Permission unless an obligation expressly provides otherwise.
- 3.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the Planning Permission, provided that such development does not breach an obligation which continues to bind the Land.
- 3.5 No person shall be liable for a breach occurring after that person has parted with all of its interest in the relevant part of the Land, but disposal shall not release liability for a breach occurring before disposal.
- 3.6 A statutory undertaker acquiring an interest solely for apparatus or infrastructure shall not be bound by this Deed except to the extent that it carries out the Development or BNG obligations on its land.
- 3.7 The Council shall register this Deed as a local land charge.

4 Outline Design Evolution and BNG Documents

- 4.1 The parties acknowledge that the Application is in outline with all matters reserved and that the indicative layout and habitat areas may require refinement at Reserved Matters stage.
- 4.2 The Owner / Developer may submit a Subsequent Metric, Final BNG Plan and replacement HMMP to the Council where necessary to reflect an approved detailed layout.
- 4.3 The Council may approve such changes where it is satisfied that: (a) the Baseline Biodiversity Value is correctly carried forward (subject only to lawful adjustment); (b) the BNG Requirement is achieved; (c) the statutory trading rules are satisfied; (d) the Significant On-site Habitat Enhancements are retained or replaced by habitat of equivalent or greater biodiversity value and ecological function; and (e) management and monitoring remains secured for the Management Period.
- 4.4 A change approved in writing under clause 4.3 shall form part of the Approved BNG Documents for the purposes of this Deed without requiring a formal deed of variation, unless the Council reasonably determines that a deed of variation is necessary because the change materially alters the scope of the planning obligations.
- 4.5 Nothing in this clause authorises a reduction below the BNG Requirement or any change that is inconsistent with the statutory biodiversity gain condition.

5 Owner / Developer Covenants

The Owner and Developer covenant with the Council to comply with Schedule 2. In summary, the obligations require the approved BNG strategy to be implemented, legally secured, managed and monitored for the full period and provide a corrective mechanism if monitoring identifies failure.

6 Council Covenants

- 6.1 The Council shall use the BNG Monitoring Fee only for reasonable costs associated with monitoring compliance with the biodiversity obligations for the Development.
- 6.2 The Council shall use reasonable endeavours to determine submissions made under this Deed within a reasonable period, having regard to the complexity of the matter and any further information reasonably required.
- 6.3 The Council shall, following reasonable evidence of satisfaction of a completed obligation, provide written confirmation of compliance on request, subject to payment of any reasonable administration fee properly due.
- 6.4 The Council shall not seek to enforce the same BNG obligation twice through this Deed and a planning condition where the substantive requirement has already been fully discharged and maintained in accordance with the applicable mechanism.

7 General Provisions

- 7.1 Any notice under this Deed shall be in writing and delivered by hand, recorded delivery or other method agreed in writing to the addresses of the parties stated in this Deed, marked for the attention of the relevant legal / planning officer.
- 7.2 If any provision is held invalid or unenforceable, the remaining provisions shall continue in force and the parties shall cooperate to replace the invalid provision with a lawful provision having, so far as possible, the same planning purpose.
- 7.3 No waiver of a breach shall constitute a waiver of a subsequent breach.
- 7.4 This Deed may be executed in counterparts. Electronic signature may be used where accepted by the parties' solicitors and the Council.
- 7.5 This Deed is governed by the law of England and Wales and the courts of England and Wales shall have jurisdiction.
- 7.6 Each party shall bear its own costs of negotiating and executing this Deed save that the Owner / Developer shall pay the Council's reasonable legal costs of preparing, reviewing and completing this Deed where agreed or required by the Council.
- 7.7 Nothing in this Deed fetters the Council in the proper exercise of any statutory function, power or discretion.
- 7.8 Any dispute as to technical ecology or metric compliance may, if all parties agree, be referred to an independent suitably qualified ecologist jointly appointed by the parties, whose determination shall be final except on a point of law. In the absence of agreement, the parties retain all ordinary legal rights and remedies.

Schedule 1 BNG Particulars

Item	Baseline	Current proposed outcome	Current net change
Area habitat units	6.748	7.883	+1.135 units / +16.83%
Hedgerow units	0.422	0.757	+0.335 units / +79.32%

Item	Baseline	Current proposed outcome	Current net change
Watercourse units	0.000	0.000	N/A
Off-site units	None	None	None
Statutory credits	None	None	None
Trading rules	—	Satisfied	—

Current significant habitat strategy

Habitat	Current quantity	Metric units	Distinctiveness	Role in obligation
Mixed scrub	0.505 ha	3.888 area units	Medium	Significant on-site habitat — secure and manage
Modified grassland	0.714 ha	2.477 area units	Low	Significant contribution — secure and manage
New native hedgerow	0.100 km	0.335 hedgerow units	Low	Create, establish and maintain
Existing native hedgerow	0.1055 km retained	0.422 baseline hedge units	Low	Protect retention and condition
Vegetated garden	0.787 ha	1.519 area units	Low	Part of final metric; detailed treatment to follow approved Reserved Matters / BGP

Relationship with final Reserved Matters

The figures above record the current outline-stage proposal. Where the detailed layout changes habitat quantities, the Approved Metric and Final BNG Plan may be updated under clause 4, but the BNG Requirement and long-term security of significant on-site habitat must be maintained.

Schedule 2 Owner / Developer Biodiversity Obligations

- 1.1 Not to Commence the Development until the Biodiversity Gain Plan has been approved pursuant to the statutory biodiversity gain condition and, where not already forming part of that approval, the HMMP has been submitted to and approved in writing by the Council.
- 1.2 To pay the BNG Monitoring Fee to the Council no later than Commencement, or such other trigger as is agreed in writing by the Council before completion of this Deed.
- 1.3 To submit with the HMMP a Final BNG Plan identifying the precise location and area / length of each BNG Habitat, cross-referenced to the Approved Metric.
- 1.4 To implement the Habitat Creation Works strictly in accordance with the Approved BNG Documents and the implementation / phasing timetable in the HMMP.
- 1.5 To protect retained habitats during construction, including the existing native hedgerow, in accordance with the approved ecological / construction measures and HMMP.
- 1.6 To ensure that all Significant On-site Habitat Enhancements are established and managed by a suitably competent person / organisation and that responsibility is clearly identified at all times.
- 1.7 From the date any BNG Habitat is implemented, to manage that habitat in accordance with the HMMP and, following Completion of Development, to continue that management for the remainder of the Management

Period so that the legally secured maintenance period is not less than 30 years from Completion of Development.

- 1.8 To undertake ecological monitoring and submit Monitoring Reports to the Council at the intervals specified in the HMMP throughout the Management Period.
- 1.9 Each Monitoring Report shall compare the actual habitat condition and extent with the Approved Metric and HMMP, identify any shortfall or foreseeable risk and set out any corrective management already undertaken or proposed.
- 1.10 Where a Monitoring Report identifies a material failure to achieve or maintain a habitat target, or the Council reasonably identifies such failure following inspection, to submit a Remedial Management Plan within three months (or such other period agreed in writing) and to implement the approved remedial measures within the timescale approved by the Council.
- 1.11 To permit the Council and its appointed ecologist, on not less than 10 working days' written notice (except in emergency), reasonable access to the BNG Land during normal working hours for the purpose of verifying compliance with this Deed, subject to reasonable biosecurity and health and safety requirements.
- 1.12 Not to remove, materially reduce, damage or change the management of a BNG Habitat in a manner inconsistent with the Approved BNG Documents without the Council's prior written approval.
- 1.13 Not to register, allocate, sell or otherwise use the secured BNG Habitats as off-site biodiversity gains for another development during the Management Period unless the habitat represents genuine surplus units beyond those needed for the Development and the Council has first approved a lawful separate arrangement satisfying all statutory registration and legal-security requirements.
- 1.14 Where management responsibility is transferred to a management company, successor landowner or other body, to provide the Council with written notice identifying the transferee and evidence that the transferee has assumed the relevant management obligations / arrangements before or on completion of the transfer.
- 1.15 To retain and provide to the Council on reasonable request copies of monitoring reports, ecological survey data and habitat management records for the duration of the Management Period.
- 1.16 Not to treat a planning condition discharge or approval as releasing any continuing obligation under this Deed unless the Council expressly confirms in writing that the continuing obligation has been fully satisfied or lawfully varied.

Schedule 3 Minimum HMMP Requirements

The HMMP shall, unless the Council agrees otherwise in writing, include sufficient detail to make the biodiversity obligations measurable and enforceable over the Management Period, including:

- the Final BNG Plan and schedule of every retained, created and enhanced habitat parcel, with metric references;
- habitat objectives, target condition and the relationship between each habitat parcel and the Approved Metric;
- site preparation, planting, seeding, establishment and protection specifications, including source / provenance where relevant;
- an implementation and establishment timetable linked to the construction programme and appropriate planting seasons;
- annual and long-term management prescriptions, including mowing, scrub management, hedgerow management, weed / invasive species control, replacement planting and restrictions on inputs;
- named persons / organisations responsible for implementation, management, monitoring, funding and reporting, together with succession arrangements;
- monitoring methods, fixed monitoring points where appropriate, reporting intervals and objective success criteria;
- a procedure for identifying, approving and implementing remedial management where a habitat is not progressing toward its target condition;
- measures to protect the existing retained native hedgerow and other retained habitat from construction and operational damage;

- arrangements for public access / recreation where relevant so that recreation does not prevent achievement of the habitat targets;
- a timetable showing the Management Period and how the 30-year legal maintenance requirement is met;
- a record-keeping protocol sufficient to demonstrate compliance on any future transfer of the BNG Land.

Schedule 4 Plans and Documents

Document	Reference / date	Status under this draft
Indicative Site Layout Plan	LAP SITE 001 A — 08/2026	Site / application context
Existing BNG Plan	LAP EX BNG 001 A — 08/2026	Baseline plan
Indicative Proposed BNG Plan	LAP PROBNG 001 A — 08/2026	Current outline-stage BNG strategy
Statutory Biodiversity Metric	Macro Enabled 1.0.4 — completed 04/09/2026	Current metric / baseline and indicative outcome
Biodiversity Gain Plan	[to be approved]	Statutory pre-commencement document
Final BNG Plan	[to be approved]	Final habitat spatial plan
HMMP	[to be approved]	30-year management / monitoring document

Execution

Executed as a deed and delivered on the date stated at the beginning of this Deed.

THE COMMON SEAL of NORTH HERTFORDSHIRE DISTRICT COUNCIL was affixed in the presence of:	Authorised Signatory: _____ Name: _____
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EXECUTED AS A DEED by [OWNER / COMPANY] acting by two authorised signatories / a director in the presence of a witness (complete as appropriate):	Signature: _____ Name / capacity: _____ Witness (if applicable): _____
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EXECUTED AS A DEED by VISION RESIDENCES [details to be confirmed]:	Signature: _____ Name / capacity: _____ Witness (if applicable): _____
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EXECUTED AS A DEED by [MORTGAGEE] (if applicable):	Signature: _____ Name / capacity: _____ Witness (if applicable): _____
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