

4.7.22 Planning Agenda _____	3
AGENDA ITEM 09a - James Gray MP comments _____	7
AGENDA ITEM 09a - CPRE comments on Levelling Up bill for WALPA _____	9
AGENDA ITEM 09b - Future Chippenham judicial review _____	11
AGENDA ITEM 10 - Notes from Wiltshire Swindon Oxfordshire Canal Partnership _____	13
AGENDA ITEM 11a iv - ID06 Draft Unilateral Undertaking _____	19
AGENDA ITEM 11a iv - ID07 Draft Conditions _____	135



MELKSHAM WITHOUT PARISH COUNCIL

Clerk: Mrs Teresa Strange

Sports Pavilion, Westinghouse Way,
Bowerhill, Melksham,
Wiltshire. SN12 6TL
Tel: 01225 705700

Email: clerk@melkshamwithout.co.uk

Web: www.melkshamwithout.co.uk

Tuesday, 28 June 2022

To all members of the Council Planning Committee: Councillors: Richard Wood (Chair of Committee), Alan Baines (Vice Chair of Committee), John Glover (Chair of Council), David Pafford (Vice Chair of Council), Mark Harris, Mary Pile & Terry Chivers

You are invited to attend the Planning Committee Meeting which will be held on **Monday, 4 July 2022 at 7.30pm** at **Melksham Rugby Club, Oakfields, Eastern Way, SN12 7GU** to consider the agenda below: ******PLEASE NOTE VENUE AND START TIME ******

TO ACCESS THE MEETING REMOTELY, PLEASE FOLLOW THE ZOOM LINK BELOW. THE LINK WILL ALSO BE POSTED ON THE PARISH COUNCIL WEBSITE WHEN IT GOES LIVE SHORTLY BEFORE 7PM.

Click link here:

<https://us02web.zoom.us/j/2791815985?pwd=Y2x5T25DRIVWVU54UW1YWWE4NkNrZz09>

Or go to www.zoom.us or Phone 0131 4601196 and enter: **Meeting ID: 279 181 5985**
Passcode: 070920. Instructions on how to access Zoom are on the parish council website www.melkshamwithout.co.uk. If you have difficulties accessing the meeting please call (do not text) the out of hours mobile: 07341 474234

Yours sincerely,

Teresa Strange, Clerk

Serving rural communities around Melksham

AGENDA

1. **Welcome, Announcements & Housekeeping**
2. **To receive Apologies and approval of reasons given**
3. **Declarations of Interest**
 - a) **To receive Declarations of Interest**
 - b) **To consider for approval any Dispensation Requests received by the Clerk and not previously considered.**
 - c) **To note standing Dispensations relating to planning applications.**
4. **To consider holding items in Closed Session due to confidential nature**

Under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during consideration of business, where publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted.
5. **Public Participation**
6. **To consider the following Planning Applications:**

[PL/2022/04189](#): Grassmead, 113 Beanacre. Use of annex as a single self contained dwelling (C3). Applicant Mr Stephen Blower. **Comments by 8 July**

[PL/2022/04365](#): 47 Westlands Lane, Beanacre. Change of use to use a detached garage for Airbnb and ancillary accommodation to the house. Applicants Mr & Mrs Appleton. **Comments by 14 July**

[PL/2022/04447](#): 43 Berryfield Park, Melksham. Porch with brown slate roof to front of Property. Applicant Mr Baxter. **Comments by 20 July**

[PL/2022/04491](#): Whitley Golf Course, Corsham Road, Whitley. Erection of netted golf ball stop fencing along with 5 flood lights to existing driving range area. Applicant Mr Nicholas. **Comments by 20 July 2022**
7. **Revised Plans** To comment on any revised plans received within the required timeframe (14 days)
8. **Planning Enforcement:** To note any new planning enforcement queries raised and updates on previous enforcement queries.
9. **Planning Policy**
 - a) **WALPA (Wiltshire Area Local Planning Alliance) Update.** To consider next steps and any specific support of WALPA objectives
 - b) **Future Chippenham Project.** To note the recent High Court judge ruling in favour of Wiltshire Council

c) Neighbourhood Planning

- i) To note minutes of Steering Group meeting held on 29th June or receive verbal update if not yet available
 - ii) To consider any queries/requests following that meeting
 - iii) To reflect on responses to planning applications for review of the Neighbourhood Plan
- d) To consider response from correspondence with Wiltshire Council and Government ministers following appeal decision on APP/Y3940/W/21/3285428: Semington Road

10. Melksham Link Wilts & Berks Canal Project

- a) To note update on planning application from latest Wiltshire Swindon & Oxfordshire Canal Partnership meeting 9th June
- b) To consider information provided by local stakeholders and agree any future action

11. S106 Agreements and Developer meetings: (Standing Item)

a) To note update on ongoing and new S106 Agreements

- i) **Hunters Wood/The Acorns:** Update on Footpath to rear of Melksham Oak School, Community Centre.
- ii) **Bowood View:** To receive update on play area, bins, and management company
- iii) **Pathfinder Way:** To receive update on Play Area, Street works, Public Art, School
- iv) **Planning Application 20/07334/OUT Land West of Semington Road (50 dwellings)** (Appeal decision APP/Y3940/W/21/3285428): To consider the unilateral agreements and clauses relating to public open space, play area, playing field contribution and recommend way forward to Full Council
<https://development.wiltshire.gov.uk/pr/s/appeal/a0Z3z00000Ufx3yEAB/ap36412?tabset-00518=2>

b) To note any S106 decisions made under delegated powers

c) Contact with developers

- i) To consider pre-app meeting request
- ii) To receive update following pre-app meeting held by Town Council on Monday 27th July

Copy to all Councillors

JAMES GRAY MP



HOUSE OF COMMONS
LONDON SW1A 0AA

Press Release – Immediate

Friday, 10th June 2022

**James Gray MP raises planning matters of local and national importance
in the House of Commons**

North Wiltshire MP James Gray took part in two Parliamentary debates on matters associated with planning this week. On Tuesday during a debate on the role of Neighbourhood Plans in national planning policy, Mr Gray emphasised the importance of local people being able to decide what houses should be build where, when and in which quantity.

Mr Gray said:

“I am very proud of the fact that Malmesbury in my constituency was one of the first places in the UK to produce a Neighbourhood Plan, setting an example to other neighbourhood planners across the country. However, in practice, Neighbourhood Plans are often trumped in favour of expansion, are already out of date by the time they are fully completed and the so-called five-year housing land supply figures which determine whether an application should be allowed routinely trump the Neighbourhood Plan. Not only that, but because the required five-year land supply is calculated using completed houses, there is an inbuilt incentive for developers intentionally not to complete housing estates in the area. The developers are experts at gaming the system.”

Mr Gray added:

“At the moment, the planning system does not take account of local interests and beliefs and neighbourhood planning. It takes account of nationally set targets, which tend to trump the wishes of local people. I very much hope that during the passage of the Levelling up and Regeneration Bill, which will start tomorrow, the Government will consider some of these detailed points and change the Bill in such a way as to ensure that the interests of local people are looked after when we decide how many houses will be built and when and where.”

During the debate, Mr Gray further remarked that:

“Developers should, of course, be encouraged to reuse brownfield sites in town centres, but, given the choice between a brownfield site in a town centre or a greenfield site in the countryside, they are going to go for the greenfield site. We therefore have to change the planning system to focus house building on previously used land.”

Then on Wednesday, Mr Gray turned his attention to planning regulations on solar farms and battery storage solutions, on which he sponsored his own debate.

“While I am strongly in favour of renewable energy, the Government should rethink the type of land these installations will be built on. Solar farms seem to be spreading uncontrollably here in North Wiltshire. They are an unsightly desecration of the countryside; they reduce the agricultural use possible from the area just when we are facing a real crisis in food production due to Russia’s invasion of Ukraine; and they are of a technology which will probably be outdated before long. Further, battery storage solutions also seem to be springing up all over the place. They are a huge fire risk, and they do not make a single contribution towards renewables. Myself and other Colleagues across the House are therefore calling on the Government to reduce the number of solar farms and battery storage solutions on agricultural land in favour of increasing food production.”

ENDS

Note to Editors:

A full transcript of Mr Gray’s contributions during the Westminster Hall Debate on Neighbourhood Plans can be found here:

<https://hansard.parliament.uk/Commons/2022-06-07/debates/22060730000001/NeighbourhoodPlans>

A full transcript of Mr Gray’s Westminster Hall Debate on solar farms and battery storage solutions is available here:

<https://hansard.parliament.uk/Commons/2022-06-08/debates/137D2865-E237-451F-8262-07923BDDC549/SolarFarmsAndBatteryStorage>

THE LEVELLING UP BILL. THE CPRE VIEW... so far.

There are one or two things we should give a cautious welcome to in the Bill, in particular putting planning enforcement procedures on a firmer footing and strengthening Compulsory Purchase powers, which may improve the prospects for brownfield sites to be developed. Design codes will become mandatory, and we're already seeing good design gaining traction on decision-making in planning cases, so that seems a step forward. Encouragement for self build.

The really worrying aspect of the Bill is a dramatic power grab by central government through the introduction of national development management policies that will have the power to override local plan and neighbourhood plan policies.

National Development Management Policies.

Section 83 5b and 5c

This is a very major change which would reduce the role of the Local Adopted Plan as it stands at present.

All plans would have to be consistent with the NDMPs; Local Plans, Supplementary Plans, Design Codes, Neighbourhood Plans.

NDMPs would have primacy over Local Plans and Neighbourhood Plans.

It is proposed that the NDMPs would require consultation but not face an Examination and Scrutiny. Local Plans. At present these are mandatory and subject to public examination; could these be reduced to a site allocations plan and drawing up of Design Codes?

Will Neighbourhood Plans have to start again, or what will be their form?

This would mean that the decision maker loses current discretion on how much weight to still give to local plan policies, even if considered out of date. An erosion of local democracy.

Street Votes

Section 96

This seems to encourage local street groups to become both judge and jury which is against the other parts of the planning system and would be in potential conflict with Neighbourhood Plans which currently is the way in which local people can engage in a democratic system based on votes.

Where does this leave Neighbourhood Plans which are the only fully democratic process at present for having local voices expressed through a process which includes individuals expressing their wishes through a voting system.?

Neighbourhood Plans may be undermined by National Development Management Policies

Local democracy and community engagement

Digitisation agenda focuses on data handling/standardisation but not on access and participation. Despite the emerging policy structure having a heavy engagement load, it risks being undercut by primacy of the National Development Management Policies which affect every area of public participation.

Design Codes. Mandatory requirement placed on Local Planning Authority but it only has to concern itself with design issues that make a difference to whether a plan is accepted or not. What are the consultation requirements? Where is the public involvement?

Environmental Outcomes Reporting

Section 120

This could be an improvement to EIAs and SEAs but only if the strategic/landscape-scale policies are “outcomes orientated” rather than merely the stated “intent” of policies. Sustainability appraisals will go and it appears that the NDMP will not be subjected to Environmental Impact Assessments.

There are concerns that local knowledge and views about environmental damage could be sidelined against a facile exercise of considering development against a nationally predetermined set of outcomes, which would be riddled with holes: for example, there’s currently no clear desired government outcome on landscape

All this is key and unclear and the merits cannot be gauged as the regulations have not been written yet.

Beyond that, the Bill is striking for what it doesn’t say. Most ‘levelling up’ initiatives are deferred to a suite of ‘levelling up missions’ which are written and reviewed by central government.

The proposed new Infrastructure Levy may streamline developer contributions and capture more land value for community benefit, but it’s difficult to see how this could raise sufficient funds in lower land value areas where most investment in levelling up is needed.

Section 106 agreements. Affordable housing and social infrastructure. May this be replaced by levy or taxation on developers?

The NPPF.

What will be the status of the NPPF and its implications for National Development Management Policies?

Will it change from being a material consideration to being statutory requirement?

NPPF can be changed quickly with no scrutiny. Combined with the NDMP can erode local democracy.

The review is all important since it will continue to influence everything.

There is no mention of the Annual Housing target and no mention of housing need formulas in the Bill.

Climate is barely mentioned and NDMP could limit innovation.

Key will be the outcome of the publication of the new Census Figures.

Successful outcome for Wiltshire Council in Future Chippenham judicial review

Wiltshire Council has been successful in defending a challenge against the decision making and consultation for the Future Chippenham programme, a proposed residential development to the south of the town.

Published 17 June 2022

Wiltshire Council has been successful in defending a challenge against the decision making and consultation for the Future Chippenham programme, a proposed residential development to the south of the town, following a High Court hearing held on Thursday 26 May 2022.

A High Court Judge has today ruled in favour of Wiltshire Council on all three counts after considering the arguments put forward by both parties.

Court documents were originally served on the council on 20 October 2021 on the grounds that:

- The public should not have been excluded from part of the Cabinet meeting on 21 July 2021
- The council said that it would consult on the Concept Framework proposals and didn't
- The council failed to consult in a meaningful way on the final, abridged route to the south

Cllr Richard Clewer, Leader of Wiltshire Council, said: "We are delighted that the High Court Judge has found the council's decision-making process lawfully sound and ruled in our favour.

"Development proposed by the Future Chippenham programme will be subject to the Local Plan review and the statutory planning process. The Future Chippenham programme will follow the same rules that apply to any other land owner that wishes to propose development in Wiltshire. The recent ruling shows that the approach of the programme complies with the legislative

requirement and should give the people of Chippenham confidence that they will be consulted and provided all information in relation to the programme so that they are fully informed at the appropriate time to make their views known.

"We will continue to progress with work to develop the Future Chippenham programme and prepare for a full public consultation on the proposals later in the year."



MEETING Thursday 9th June at 2pm
At Wiltshire Council Offices Committee Room D
Monkton Park Chippenham SN15 1ER
Or Online meeting Microsoft Teams

Item	<u>Notes</u>	
	Attending	
JL	John Laverick (President)	
NN	Cllr Nabil Najjar Wiltshire Council (Chairman)	
GE	Cllr Graham Ellis (Melksham Town Council)	
CG	Cllr Colin Goodhind Melksham Town Council	
MH	Cllr Mark Harris Melksham Without PC	
GS	Cllr Gary Sumner Swindon BC	
CC	Chris Clark Wiltshire Council	
MHo	Martin Hollis Wilts & Berks Canal Trust	
GO	Gordon Olson Wilts & Berks Canal Trust	
SP	Steve Petty Berryfield Residents	
KO	Ken Oliver Wiltshire Council (Partnership Officer)	
TW	Tim Wheeldon IWA	
1	Apologies: Cllr Duncan Enright Oxfordshire CC, John Allan Cotswold Canals Trust	
2	Notes from the last meeting 3rd March 2022 (pre-circulated) were agreed	
3	Chairman's Announcements Dominic Lamb Vale of White Horse DC is changing roles and will be replaced by Matt Gulliford from the next meeting. Sam Meredith has left the Environment Agency and we are waiting to hear about a replacement. NN noted the conversation at the previous meeting regarding the future of the Partnership. NN suggested that rather than an open-ended general debate at this meeting, he asked that all Partners contacted him (and KO) by email with suggestions and ideas so that some proposals could be drafted and pre circulated before the next meeting in September for discussion then. NN also apologised for the sub standard quality of sound and vision for the hybrid meeting due to IT issues that we are unable to resolve in time for the meeting	
4	Partnership Officer Report- <ul style="list-style-type: none"> • M4 Crossing National Highways Designated Fund – further funding application GO reported that WBCT submitted the Phase 1 report to National Highways in April and has been very well received with the senior	KO

reviewing officer recommending that WBCT proceed with Phase 2 (bid for £900k for full design study). This funding application will be considered at the end of June by the NH Investment panel. WBCT are hopeful that the bid fulfils the criteria for investment and the stage 1 finding that for every £1 invested would generate £1.79 in economic benefits in the surrounding areas (Swindon and Royal Wootton Bassett). **GO** noted that as the largest technical issue to be resolved he was pleased with the way that WBCT had tackled the issue with National Highways giving the best chance of success.

- **Melksham Link- planning application- update**

NN noted the relentless challenge to WC to encourage more active participation in obtaining consent for the planning application . In response **NN** & **KO** had provided briefing papers for cabinet member Cllr Nick Botterill. **NN** had asked for a clear direction of what the Authority's commitment is to delivering the scheme as soon as possible and had been assured that this would happen, however it may require a further paper to Cabinet and it is firmly on the Leader's and Cabinet Member's agenda. **NN** noted that it was now outside his direct control, but both are aware of the imperative and time pressure and he is confident that there would be some action shortly. **JL** noted that as yet he had not had a reply to his email to Cllr Clewer and added that this week is the 10th anniversary of the planning application being submitted. **NN** thanked **JL** for the clarity of the briefing provided, which was very helpful for his understanding, being relatively new to the role. **NN** had personally spoken Cllrs Clewer and Botterill and to the new Corporate Director of Place. **KO** added that he recently met with Parvis Kansari (Corporate Director of Place) and Kenny Green (Planning Team Leader and Case Officer). The continuing issues with EA objections and questions being answered only to provoke new ones was identified as one of the stumbling blocks to progress. Kenny was asked to find contact names of EA officers who are working on other Wiltshire Council led projects to see if they might be able to assist. The other point to note is that we would find it very difficult to override EA objections as they have special status as a statutory consultee. **NN** added that he hoped that it is of some comfort to the project that the right people are now engaged in looking at what might be possible

CG Asked about protection of the route and the enabling development proposals. Both Melksham TC and Melksham Without PC support the canal through the Neighbourhood Plan and are keen to set up dialogue about enabling development as it is widely felt that 900 houses would be excessive. The Councils would like a dialogue with the Melksham Link project team to try to come up with an enabling scheme that is acceptable to the local community. **NN** asked if there had been any community surveys- **CG** said that there had been a survey but not for some years. **SP** said that the proposed masterplans had been made available to the community for a number of years – there had been a specific Berryfield survey confirming that those responding still wanted the canal to go through the community. **CG** wanted this dialogue to be started to avoid misconceptions about the project. **SP** said that it would be good to come to some conclusion on this as already 350 houses had been built without any significant contribution to the canal. **KO** said that the two issues raised should be considered separately. The route protection is currently done via

	<p>the Council's Core Strategy Policy 53 &16. The somewhat delayed Local Plan review will need to address how to continue with both policies, if possible, strengthening them to add some support for restoration rather than just route protection alone. In response to the need for further communication KO agreed with CG the enabling masterplan sometimes confused the situation as it has varied the route depending on landowner cooperation – for clarity the current planning application is seeking permission for the original route- the enabling development proposals will need to rely on the merits of any submitted scheme which may be at variance with this application. KO emphasised the required next step for the project is approval of the current application</p> <p>MHo noted his concerns as a Trustee of WBCT of the 'going round in circles' process with the EA in the planning system, and also wondered in view of the time it was taken to progress the Melksham Link whether there are any lessons learnt from the planning process at Swindon for instance to speed things up. NN said that learning was always possible, but he was not sure whether now was a time for such a debrief when there was some apparent progress to move things forward. If things change and the application has to be resubmitted, then it might be appropriate. NN further said that he had heard very clearly the concerns and will do his best to feed them through the system and come back with some answers which will be positive and constructive soon.</p>	
6	<p>Projects update –</p> <ul style="list-style-type: none"> • Swindon Wichelstowe <ul style="list-style-type: none"> ▪ Canalside <p>KO said that plans are being submitted for the next phase of housing and shortly planning consent for the next section of the canal will be discussed with WBCT.</p> <ul style="list-style-type: none"> ▪ East Wichel- canal leak <p>KO reported that further investigation has revealed offside bank leakage in some areas. A plan is being drawn up to make the affected sections watertight with an aim to complete by the end of the year. GS noted that it is important that this is resolved as the next sections of the canal to connect to it are due to be constructed in the near future.</p> <ul style="list-style-type: none"> ▪ Landowner issue <p>GO said that the canal remains closed to boating traffic north of Canalside but there is a prospect of a licence agreement GS said that SBC had made some proposals to the landowner which may help resolve the situation and that because of its amenity value it was desirable that the canal is reopened before the summer.</p> <ul style="list-style-type: none"> • Swindon New Eastern Villages- <p>KO said that the new road (Southern Connector) is now under construction with the intention that the canal is built on a route alongside it subject to resolution of some outstanding technical issues. GS said it would be helpful to understand the practicalities of the next steps for the canal planning consent bearing in mind the potential survey costs. GO said that the project is planning for a £700k allocation of funds for this work which needed to be raised to enable progress. GS said that a number of promoters of the different parcels of land were now advancing delivery of the schemes and are seeking to maximise land values. KO noted that the project had engaged with the planning process and had sought to include allocation of land to enable future construction of the canal and that the</p>	

	<p>project was relying on the resilience of the planning process and the Local Authority to avoid situations that had occurred previously where insufficient land had been set aside to construct the canal. GO said the local WBCT team were continually monitoring the situation to ensure this did not happen. SP asked how many houses were planned- GS said it was likely to over 9000.</p> <ul style="list-style-type: none"> Pewsham Land transfer/lease GO said that 550 metres of the canal had been transferred by way of lease from Wiltshire Council at Naish Hill near Lacock and WBCT is very grateful for this. Survey work has started to put together a plan for canal clearance that conforms to environmental requirements. KO commented that both Swindon BC and Wiltshire Council have resolved to transfer land in their ownership where it is required for projects to restore the waterway 	
7	<p>Partners Reports and Issues</p> <ul style="list-style-type: none"> Proposal to form M.P.s group for the Wilts & Berks project NN said the previous attempt to host an online event had resulted in response from only one of the MPs and therefore we were attempting to tackle this in a slightly different way with a planned date for early October . It would be probably more effective if WBCT could help using any existing communication channels. GO said that they already have contacts with Michelle Donelan, James Gray, David Johnson and Robert Buckland and would be pleased to help in any way they can. KO and GO will work in a plan to contact the MPs in the most effective way possible. NN said it would be helpful to have an agreed objective with partners as alongside briefing and information sharing there is an opportunity to be more creative and perhaps consider an all-party Parliamentary group for the Wilts & Berks Canal – this approach seemed to receive a favourable response from the North Wessex Downs AONB MP’s. GO queried whether ministers could be part of all party groups- NN said he would check but his understanding was that they could be affiliated but not ‘officers’. KO noted that the IWA already worked with a national Parliamentary Waterways Group chaired by Michael Fabricant MP and it might be possible for a sub group to be set up for the Wilts & Berks. Cotswold Canals –update John Allan submitted the following written report The Phase 1B restoration between Stonehouse and Saul is progressing well, with the most notable item being the formal opening of the new railway bridge at Stonehouse by the Chairman of Network Rail and the bridge is now officially “Ocean Jubilee Bridge” named as such in honour of the Queen’s 70th. AoB MHo said with pre-empting further future discussion he felt that MPs would be more inclined to engage with a vibrant Partnership where all the Local Authorities were actively engaged . The example of Stroud DC on the Cotswold project was an example of such active engagement. NN agreed that this was a desirable aim for local authorities at every level and statutory organisations to be actively engaged . There was a lot of good 	

	<p>news at today's meeting and that aim is not as far away as everyone might think. Progress in Swindon and the Pewsham land transfer were two examples and when things like the Melksham Link are resolved the 'acrimony' will be taken out of the process and there will be a more positive way forward. NN said that as Chair this is certainly his ambition and he hoped that it was shared by Partners</p> <ul style="list-style-type: none"> • There was a further brief discussion about the desirability of further communication between Melksham Link Ltd and the local community 	
<p>8</p>	<p>Date and time and location of next meeting: There was a brief discussion on location of future meetings and whether they should be hybrid or online only. NN asked if partners could let him know their preference along with other thoughts on the future of the Partnership. CG wondered if there was any flexibility to allow key members to be able to attend- KO said that the meeting dates were set 3 months in advance and future ones could also be included JL asked if proposed agendas could be sent out further in advance to allow partner additions</p> <p>It is proposed to change from date announced at the meeting to Thursday 8th September 2022 2pm at Monkton Park Chippenham Future dates : Thursday 8th December 2022</p>	

DRAFT

DATED

2022

PAUL MARTYN KANE and **ANNE MARIE REVELL** (1)

and

BSL STRATEGIC LIMITED (2)

to

WILTSHIRE COUNCIL (3)

**PLANNING OBLIGATION BY WAY OF
UNILATERAL UNDERTAKING UNDER SECTION
106 OF THE TOWN & COUNTRY PLANNING ACT
1990 RELATING TO LAND WEST OF SEMINGTON
ROAD, MELKSHAM, WILTSHIRE**

APPEAL REF: APP/Y3940/W/21/3283428

“Adapted Unit(s)”	means an Affordable Housing Unit constructed to meet the Adapted Units Standards and as set out in the Affordable Housing Mix
“Adapted Units Standards”	means part M4(2) of the Building Regulations current at the date the Reserved Matters Application is submitted to the Council for that Affordable Housing Unit or any guidance, regulation or circular that replaces part M4(2) standard
“Affordable Housing”	means: (1) Social Rented Housing; (2) Affordable Rented Housing (3) Intermediate Housing provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable housing should include provision to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative Affordable Housing provision
“Affordable Housing Consideration”	means the price to be paid for the Affordable Housing Units by the Transferee which shall be the price at which the Transferee can afford to pay for the Affordable Housing Units on a Nil Subsidy basis and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owner which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality or standard than that envisaged by paragraph 1.5 of Schedule 2
“Affordable Housing Contract”	means the contract to be entered into between the Owner and the Transferee for the construction of the Affordable Housing Units and the transfer to the Transferee for the Affordable Housing Consideration
“Affordable Housing Mix”	means the mix of Affordable Housing Units set out at Schedule 3B of this Deed
“Affordable Housing Plan”	means the plan to be submitted to the Council indicating the location of the Affordable Housing Units on the Land

“Affordable Housing Unit(s)”	means 100% of the Residential Units to be provided as Affordable Housing in accordance with Schedule 2
“Affordable Rented Housing”	means rented housing let by a Transferee to a Qualifying Person who is eligible to obtain Social Rented Housing and which is subject to rent controls that require a rent of no more than 80% of local Open Market Rent (including service charges, where applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or other such amount as prescribed by the Regulator of Social Housing
“Affordable Rented Unit(s)”	means Affordable Housing Unit(s) that are only available to be used and Occupied as Affordable Rented Housing
“Air Quality Contribution”	means the sum of £10,000.00 (ten thousand pounds) (levied at £200.00 (two hundred pounds) per Residential Unit within the Development) (or such other amount should less than 50 Residential Units be approved pursuant to the Reserved Matters Application calculated at £200.00 (two hundred pounds) per Residential Unit) towards the cost of real-time air quality monitoring equipment as part of the Council’s commitment to reducing emissions
“Allocations Policy”	means the Council’s policy for allocating Affordable Housing Units for all tenures (for the avoidance of doubt including Shared Ownership Housing) in the administrative area of Wiltshire (as amended from time to time)
“Appeal”	means the appeal made under Section 78 of the Act in relation to the Planning Application and given reference number APP/Y3940/W/21/3283428
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out and “Commence” and “Commenced” shall be construed accordingly
"Contribution"	means each financial contribution payable under this Deed
"Development"	means the development permitted by the Planning Permission
“Director”	means the Corporate Director Growth Investment and Place or his appointed representative for the time being of the Council

“Disposal” means a sale of the freehold or leasehold and references to “dispose” shall be construed accordingly

“Early Years Contribution” means the sum of one hundred and five thousand one hundred and thirty two pounds (£105,132.00) towards the cost of additional early years education places required as a consequence of the Development or should less than 50 Residential Units or a different mix be approved pursuant to the Reserved Matters Application the sum shall be recalculated using the following formula:

- $A - B (- 30\% \text{ of } C) = D \times 0.04$ (0-2 year olds child product) = E (places needed) x £17,522 (being the current early years places cost multiplier) = F

And

- $A - B (- 30\% \text{ of } C) = D \times 0.09$ (3-4 year olds child product) = E (places needed) x £17,522 (being the current early years places cost multiplier) = F

Both where:

A = the total number of housing units (both open market and affordable) approved for construction

B = the number of one bed units within A

C = the number of affordable housing units excluding those included within B

D = the number of "qualifying" units

E = the number of places generated by the development

F = the contribution payable

“Head of Housing” means the manager for the time being of the Housing Enabling Team or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed

“Highways Contribution” means the sum of £70,000.00 (seventy thousand pounds) (levied at £1,400.00 (one thousand four hundred pounds) per Residential Unit within the Development) (or such other amount should less than 50 Residential Units be approved pursuant to the Reserved Matters Application calculated at £1,400.00 (one thousand four hundred pounds) per

Residential Unit) towards the improvement of pedestrian accessibility in the vicinity of the Development

“Homes England” means Homes England which is the trading name of the Homes and Communities Agency established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function

“Homes England’s Fundamental Clauses” means clauses as defined by Homes England’s Affordable Homes Capital Funding Guide produced by Homes England and current at the date of this Deed (or such document as shall succeed or replace it)

“Homes England Target Rent” means the maximum weekly rent that may be charged by a Transferee for Social Rented Housing in Wiltshire as determined through the National Rent Regime

“Index” means:

- a. the All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors in relation to the Contribution unless otherwise stated in this Deed; or
- b. the ROCOS Index published by the Building Cost Information Service of RICS in relation to the Highways Contribution
- c. the All Items Index of Retail Prices issued by the Office for National Statistics in relation to the Off-site Open Space Contribution, the Off-site Play Area Contribution and the Leisure Contribution.

"Index Linked" means increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A= the figure for the Index that applied immediately preceding the date of actual payment.

B= the figure for the Index that applied when the Index was last published prior to the date of this Deed

“Inspector” means the Inspector appointed by the Secretary of State to preside over the hearing in relation to the Appeal

“Interest”	means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"Land"	means the freehold land west of Semington Road, Melksham Wiltshire shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WT152805
“Land Compensation Act”	In relation to clause 12 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Acts on a date on or after the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works
“Landscape Plan”	means a landscape plan to be provided by the Owner for the laying out, construction, landscaping and maintenance of the Open Space and Play Area to be in accordance with the Council’s relevant standard specification for the adoption of open space and play equipment specification appended to this Deed within Annex 2 and approved by the Council (with any amendments to the same being approved by the Council in writing)
“Leisure Contribution”	means the sum of £11,800.00 (eleven thousand eight hundred pounds) (levied at £236.00 (two hundred and thirty six pounds) per Residential Unit within the Development) (or such other amount should less than 50 Residential Units be approved pursuant to the Reserved Matters Application calculated at £236.00 (two hundred and thirty six pounds) per Residential Unit) towards the upgrade of Bowerhill Sports Field at Lancaster Road and/or the upgrade of playing pitch and/or ancillary services within the vicinity of the Development
“Management Company”	means the private limited company to be established by the Owner (and registered at Companies House) the purpose of which will be (amongst other things) to manage and maintain the Open Space and/or Play Area
“Management Scheme”	means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space and Play Area to the reasonable satisfaction of the Council which scheme shall include full details of the maintenance

	programme approved by the Council (with any amendments to the same being approved by the Council in writing)
“National Rent Regime”	means the rent policy set out in the Government’s Rent Standard Guidance as published in April 2020 and updated in December 2020 and any other guidance issued by Homes England or its successors in relation to those documents
“NDSS”	means the Technical Housing Standards Nationally Described Space Standards published by the Department for Communities and Local Government and current at the Date of this Deed (or such document as shall succeed or replace it) as set out in Schedule 4
“Nil Subsidy”	means without the input of any other grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund the Private Finance Initiative or any other form of state aid or grant or subsidy
“Nomination Rights”	means the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 3
“Occupation”	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, and “Occupied” and “Occupy” shall be construed accordingly
“Off-site Open Space Contribution”	means the sum to be calculated on submission of the Reserved Matters Application using a formula of thirty four pounds (£34) per square metre as a contribution towards providing or upgrading an area of off-site open space the location of which is to be agreed in writing with the Council prior to the submission of the Reserved Matters Application
“Off-site Play Area Contribution”	means the sum to be calculated on submission of the Reserved Matters Application using a formula of one hundred and forty four pounds (£144) per square metre as a contribution towards providing or upgrading an off-site play area the location of which is to be agreed in writing with the Council prior to the submission of the Reserved Matters Application
“Open Market Rent”	means the rent calculated in accordance with the definition of “Market Rent” at Practice Statement 4 of the Royal Institution of Chartered Surveyors’ Red Book 2017 or any subsequent document which amends or replaces it
“Open Market Value”	means a price to be calculated in accordance with the definition of “Market Value” at Practice Statement 4 of the

Royal Institution of Chartered Surveyors' Red Book 2017 or any subsequent document which amends or replaces it

“Open Space”	means the open space within the Land and forming part of the Development having an area calculated at 1,834.90 (one thousand eight hundred and thirty four point ninety) square metres of which 88.50 (eighty eight point fifty) square metres is for the Play Area (the specification and location of which is to be agreed with the Council as part of the Reserved Matters Application) based on a scheme of 50 Residential Units (or such other amount should less than 50 Residential Units be approved pursuant to the Reserved Matters Application calculated in accordance with the relevant Council planning policy)
“Open Space Practical Completion Certificate”	means the certificate or certificates issued (not to be unreasonably withheld or delayed) by the Service Head — Highways and Transport once they are satisfied that the Open Space has been provided and laid out in accordance with the approved Landscape Plan, the Planning Permission and this Deed
"Plan"	means the plan attached to this Deed within Annex 1 and referenced 16123_SLP1
"Planning Application"	means the planning application for outline planning permission for 50 no dwellings, following demolition of existing buildings, with all matters apart from access reserved for future consideration validated by the Council on 3 August 2020 and allocated reference number 20/07334/OUT
"Planning Permission"	means the planning permission for the Development that may be granted pursuant to the Appeal
“Play Area”	means that part of the Open Space having an area calculated as 88.50 (eighty eight point fifty square metres based on a scheme of 50 Residential Units (or such other amount should less than 50 Residential Units be approved pursuant to the Reserved Matters Application calculated in accordance with the relevant Council planning policy) to accommodate an equipped play area the specification of which is to be agreed in writing with the Council together with the location as part of the Reserved Matters Application
“Practical Completion”	means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by the other party's architect

“Primary Education Contribution”

means the sum of £206,338 (two hundred and six thousand three hundred and thirty eight pounds) towards the cost of the provision of additional primary places at the school(s) designated to serve the Development (or should less than 50 Residential Units or a different mix be approved pursuant to the Reserved Matters Application the sum shall be recalculated using the following formula: $A - B (- 30\% \text{ of } C) = D \times 0.31$ (primary pupil product) = E (places needed) x £18,758 (primary places cost multiplier) = F

Where:

A = the total number of housing units (both open market and affordable) approved for construction

B = the number of one bed units within A

C = the number of affordable housing units excluding those included within B

D = the number of "qualifying" units

E = the number of places generated by the development

F = the contribution payable

“Protected Tenant”

means any tenant who:

a. has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

b. has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

c. has purchased from the Transferee in accordance with the terms of the shared ownership lease all of the shares so that they own the entire Affordable Housing Unit

“Public Art Contribution”

means the sum of £15,000.00 (fifteen thousand pounds) (levied at £300.00 (three hundred pounds) per Residential Unit within the Development) (or such other amount should less than 50 Residential Units be approved pursuant to the Reserved Matters Application calculated at £300.00 (three hundred pounds) per Residential Unit) towards Council's art service to engage an experienced professional public art specialist to devise, manage and deliver the art and design process and programme in line with the Council's 2011 guidance note

“Qualifying Person”	means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase at Open Market Value or rent of a house in the area at Open Market Rents and who is considered by the Council to be a person whom it is proper to be allocated accommodation in an Affordable Housing Unit
“Registered Provider”	means a Registered Provider as defined by Section 80 of the Housing and Regeneration Act 2008 from the Council's list of preferred development partners or as otherwise agreed in writing by the Council such approval not to be unreasonably withheld or delayed
“Regulator of Social Housing”	means the Regulator of Social Housing as referred to in s80A Housing and Regeneration Act 2008
“Remedial Notice”	means the notice or notices issued by Service Head — Highways and Transport requiring the Owner to carry out any works that they consider (acting reasonably) to be necessary for the Open Space and/or Play Area to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a reasonable timescale within which those works are to be completed
“Rent Charge/Management Charge”	means the perpetual yearly variable estate management charge to be imposed on each Residential Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with Schedule 5 of this Deed. With regards to the Rent Charge/Management Charge on the Affordable Rented Units the Owner and the Registered Provider or Transferee shall reach an agreement on a reasonable figure to be imposed on each Affordable Rented Unit
“Reserved Matters Application”	means the reserved matters application submitted for the Development pursuant to the Planning Permission
“Reserved Matters Approval”	means the grant of reserved matters approval pursuant to any Reserved Matters Application
“Residential Units”	means all residential units forming part of the Development and 'Residential Unit' shall be construed accordingly.
“Secretary of State”	means the Secretary of State for Communities and Local Government or any other minister for the time being entitled

	to exercise powers given under Sections 77, 78 and 79 of the Act.
“Service Head – Highways and Transport	means the head of the service with responsibility for adoption of open spaces play areas and amenities or such replacement head of service as determined by the Council or his appointed representative for the time being of the Council.
“Shared Ownership Housing”	means the Affordable Housing to be managed by a Transferee and to be disposed of in accordance with the Allocations Policy to a Qualifying Person on a lease which includes Homes England's Fundamental Clauses
“Shared Ownership Unit(s)”	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Shared Ownership Housing
“Social Rented Housing”	means the housing owned and managed by a Transferee for which guideline target rents are determined through the National Rent Regime
“Social Rented Units”	means the Affordable Housing Unit(s) that are only available to be used and occupied exclusively as Social Rented Housing
“Standards”	means size standards promoted by Homes England as at the date of this Deed being at least 85% NDSS
“Subsidy”	means any grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund, the Private Finance Initiative or any other form of state aid or grant subsidy
“Subsidy Affordable Housing Consideration”	means the price to be paid for the Affordable Housing Units by the Transferee which shall be the price at which the Transferee can afford to pay for the relevant percentage of the Affordable Housing Units with Subsidy and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owner which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality or standard than that envisaged by paragraph 1.5 of Schedule 2
“Transferee”	means the Registered Provider, the Council in its capacity as local housing authority (at the Council's absolute discretion) and/or a third party which meets the requirements of the Council to own and manage Affordable Housing Units

“Waste Facilities Contribution” means the sum of £4,550.00 (four thousand five hundred and fifty pounds) (levied at £91.00 (ninety one pounds) per Residential Unit within the Development) (or such other amount should less than 50 Residential Units be approved pursuant to the Reserved Matters Application calculated at £91.00 (ninety one pounds) per Residential Unit) towards the provision of waste recycling bins to serve the Development

"Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

- 1.2 Words importing the masculine include the feminine and neuter gender and vice versa
- 1.3 Words importing the singular include the plural and vice versa
- 1.4 Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner
- 1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually
- 1.6 Insofar as different parts of or interests in the Land are owned by different persons each person covenants with the Council and with one another to co-operate insofar as they are able to ensure that the covenants herein on behalf of "the Owner" are fulfilled as expeditiously as possible
- 1.7 The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed
- 1.8 Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed
- 1.9 In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion
- 1.10 In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it
- 1.11 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council
- 1.12 Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

2 STATUTORY PROVISIONS

- 2.1 This Deed constitutes a planning obligation for the purposes of Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

3 COMMENCEMENT

- 3.1 This Deed (save for the provisions of clauses 2, 3, 5.1(a), 5.1(b), 5.1(c), 5.1(d), 5.1(e), 5.1(f), 5.1(h), 5.1(j), 5.1(k), 5.1(l), 6, 8, 13 and 14 which shall take effect on the date hereof) takes effect upon

- (a) the grant of the Planning Permission pursuant to the Appeal; and
- (b) the Commencement of Development

- 3.2 The Owner shall notify the Council of:

- (a) the Commencement of Development; and
- (b) the date of Occupation of the first Residential Unit
- (c) the date of Occupation of 70% of the Residential Units
- (d) the date of Occupation of 90% of the Residential Units

If the Owner has not provided the information referred to in this clause above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

- 3.3 In the event that the Inspector appointed by the Secretary of State in relation to the Appeal:

- (a) concludes that any one or more provisions/obligations of this Deed is not compatible with any of the tests for planning obligations set out in the CIL Regulations or exceeds the further limitations on the use of planning obligations set out in the CIL Regulations; and / or
- (b) imposes a condition upon the Planning Permission instead of one or more of the planning obligations in this Deed

and accordingly attached no weight to that obligation in determining the Appeal then the relevant provisions/obligations of this Deed shall thereafter have no legal effect and

the Owner shall be under no obligation to comply with them but the remainder of the planning obligations in this Deed (if any) shall remain legally effective and binding

4 COVENANTS WITH THE COUNCIL

4.1 The Owner covenants with the Council to observe and perform the obligations set out in this Deed and the Schedules

5 GENERAL

5.1 It is hereby agreed that:

- (a) Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes any such approval, consent or permission
- (b) This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)
- (c) No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- (d) Insofar as any clause or clauses or any part thereof 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
- (e) If before Commencement of Development the Planning Permission:
 - (i) expires within the meaning of Sections 91 92 or 93 of the Act; or
 - (ii) is revoked, quashed or modified without the consent of the Owner;this Deed shall cease to have effect
- (f) This Deed shall cease to have effect if Planning Permission is refused pursuant to the Appeal
- (g) The Owner shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed
- (h) This Deed shall be registerable as a local land charge by the Council

Unilateral Undertaking B – 100% AH

- (i) Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Director or such other relevant representative of the Council as specified in this Deed
- (j) 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) granted (whether or not on appeal) after the date of this Deed
- (k) Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations
- (l) This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales

6 NOTICES

- 6.1 Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote the reference number 137025

7 WAIVER

- 7.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

8 CHANGE IN OWNERSHIP

- 8.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Residential Unit or the disposal of any part of the Land to a statutory undertaker for the purpose of its statutory undertaking

9 INDEXATION

- 9.1 All Contributions payable to the Council under this Deed 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 INTEREST

- 10.1 If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually

11 VAT

- 11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof
- 11.2 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

12 INDEMNITY

- 12.1 The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:
 - 12.1.1. compensation (including any claim arising under the Land Compensation Acts)
 - 12.1.2. damages
 - 12.1.3. costs
 - 12.1.4. charges
 - 12.1.5. any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

PROVIDED ALWAYS THAT the Council shall:

Unilateral Undertaking B – 100% AH

- (a) notify the Owner of receipt of any such claim
 - (b) keep the Owner fully informed of any negotiations/proceedings relating to any claim
 - (c) afford the Owner the right to make representations in relation any claim and consider and take into account all representations made by the Owner and
 - (d) not settle any claim on terms different to those that it would have accepted if this indemnity had not been given
- 12.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

13 DELIVERY

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

14 DEVELOPER'S CONSENT

- 14.1 The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that its interest in title number WT152805 shall be bound by it

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

SCHEDULE 1

CONTRIBUTIONS

1. The Owner covenants with the Council as follows:
 - 1.1 To pay the Early Years Contribution, the Primary Education Contribution and the Highways Contribution to the Council prior to the Commencement of the Development and not to Commence the Development until the Owner has paid the Early Years Contribution, the Primary Education Contribution and the Highways Contribution to the Council
 - 1.2 To pay the Waste Facilities Contribution, the Public Art Contribution, the Leisure Contribution, the Off-site Open Space Contribution, the Off-site Play Area Contribution and the Air Quality Contribution to the Council prior to the Occupation of the Development and not to Occupy the Development until the Owner has paid the Waste Facilities Contribution, the Public Art Contribution, the Leisure Contribution, the Off-site Open Space Contribution, the Off-site Play Area Contribution and the Air Quality Contribution to the Council
 - 1.3 Prior to Commencement of Development to provide details of their designated contact for liaison regarding the waste and recycling and to provide an update of their designated contact following any change of personnel
 - 1.4 The Owner hereby undertakes and agrees with the Council that the indemnity provisions in clause 12 of this Deed shall be applicable to any claim or claims made against the Council and such claim arising in connection with or incidental to or in consequence of the Council carrying out its duties of waste and recycling until the internal roads forming part of the Development become adopted highway and the Owner will hold the Council fully indemnified from and against each and every said claim in accordance with clause 12

**SCHEDULE 2
AFFORDABLE HOUSING**

1. The Owner covenants with the Council that it shall:

General

1.1 provide the Affordable Housing Units in accordance with the Affordable Housing Plan and the Affordable Housing Mix unless otherwise agreed in writing with the Council

1.2 not submit any Reserved Matters Application without simultaneously submitting the Affordable Housing Plan and details of the Affordable Housing Mix to the Council (a copy of which shall be provided at the same time by the Owner to the Head of Housing) for the Affordable Housing Units contained within the relevant Reserved Matters Application and not to Commence Development of any such area until the Affordable Housing Plan and the Affordable Housing Mix relating to that area have been approved by the Council

1.3 provide either (if the whole scheme transfers to a Registered Provider on a with Subsidy grant funded basis):

1.3.1 100% of the Affordable Housing Units with Subsidy,
as 60% Affordable Rented Units and 40% as Shared Ownership Units

1.3.2 10% of the Affordable Housing Units as Adapted Units

unless otherwise agreed in writing with the Council

1.4 or

1.4.1 at least 30% of the Affordable Housing Units at Nil Subsidy, as 60% Affordable Rented Units and 40% as Shared Ownership Units

1.4.2 and 70% of the Affordable Housing Units with Subsidy, as 60% Affordable Rented Units and 40% as Shared Ownership Units

1.4.3 10% of the Affordable Housing Units as Adapted Units

unless otherwise agreed in writing with the Council

Design of Affordable Housing Units

1.5 construct:

1.5.1 all of the Affordable Housing Units to the Standards; and

1.5.2 the Adapted Units to the Adapted Units Standards

unless otherwise agreed in writing with the Council

Affordable Housing Contract

Unilateral Undertaking B – 100% AH

- 1.6 not Commence the Development until the Owner and the Transferee have entered into the Affordable Housing Contract unless otherwise agreed in writing with the Council and to provide to the Council on demand documentary evidence of the existence of the Affordable Housing Contract

Transfer of Affordable Housing Units to Transferee

- 1.7 transfer the completed Affordable Housing Units
 - 1.7.1 pursuant to paragraph 1.4.1 to the Transferee for the Affordable Housing Consideration
 - 1.7.2 pursuant to paragraph 1.3.1 or 1.4.2 to the Transferee for the Subsidy Affordable Housing Consideration

and to provide to the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units

Affordable Housing Transfer Terms

- 1.8 ensure that each transfer of an Affordable Housing Unit in accordance with paragraph 1.7 of this Schedule (as applicable) shall:
 - 1.8.1 be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 years
 - 1.8.2 provide, without additional cost to the Transferee, vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected to highways and sewers that serve the area

Allocations Policy/Nominations Rights

- 1.9 procure that on transfer of the Affordable Housing Units to the Transferee the Transferee will operate in accordance with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units unless otherwise agreed in writing with the Council

Homes England's Target Rent

- 1.10 ensure that the:
 - 1.10.1 Social Rented Units are let at a rent that is no more than the Homes England's Target Rent;
 - 1.10.2 equity share of the Shared Ownership Units which is retained by the Transferee is only let at a rent that is no more than 2.75% per annum of the value of the share retained by the Transferee or in line with Homes England guidelines applicable at the time of sale of the Shared Ownership Units

Unilateral Undertaking B – 100% AH

- 1.10.3 Affordable Rented Units are let at a rent of no more than 80% of local Open Market Rent (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or such other amount as prescribed by Homes England)

Distribution and Design of Affordable Housing Units

- 1.11 not Commence the Development until the Owner has agreed with the Council the distribution of the Affordable Housing Units across the Development

Use of Affordable Housing Units

- 1.12 ensure that the Affordable Housing Units are at all times owned and managed by the Transferee and used and Occupied in accordance with this Deed as:

1.12.1 Affordable Rented Units or Social Rented Units let by way of tenancy agreements in line with the Regulator of Social Housing's regulatory standards or such other form of tenancy agreement as shall be agreed in writing with the Council; and

1.12.2 Shared Ownership Units which are owned and occupied in accordance with a lease that includes the Homes England's Fundamental Clauses

or such other tenancy agreement or shared ownership lease as shall be agreed in writing with the Council

- 1.13 subject to paragraph 1.15 of this Schedule not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing

Qualifying Persons

- 1.14 ensure unless otherwise agreed in writing with the Council that the Affordable Housing Units are occupied and let to a person(s) who satisfies the following conditions:

1.14.1 is a Qualifying Person whom it is proper for the Transferee to house in accordance with its rules; and

1.14.2 has a local connection as set out in the Allocations Policy

Mortgage Provisions — rented and shared ownership

- 1.15 The Affordable Housing provisions of this Deed and the Nomination Rights contained in Schedule 3 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

Unilateral Undertaking B – 100% AH

- 1.15.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable Housing Units to another Transferee for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 1.15.2 if such Disposal has not completed within the three (3) month period the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely
- 1.16 The Affordable Housing provisions contained in this Schedule and the Nomination Rights contained in Schedule 3 shall not be binding on or enforceable against any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees

SCHEDULE 3

Nomination Rights

1. Pursuant to paragraph 1.9 of Schedule 2, as between the Transferee and the Council the following provisions shall govern the nominations/allocations of Occupation of the Affordable Housing Units in line with the Allocations Policy and the nominations procedures for each type of tenure
 - 1.1 The Transferee shall notify the Council in writing from time to time of any Affordable Housing Unit that shall be vacant and available for Occupation
 - 1.2 The Transferee will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons
 - 1.3 The Council and the Transferee shall have the following nomination rights in respect of the Affordable Housing Units:

Nominations

The initial allocation of each dwelling:	the Council 100%
Thereafter:	the Council 75%
	the Transferee 25%

SCHEDULE 3B: Affordable Housing Mix

An indicative mix only – details will need to be reviewed/confirmed at time of any Reserved Matters Planning Application to ensure still in line with the current demonstrable need:

EITHER:

If whole scheme transfers to a Registered Provider on a with Subsidy grant funded basis =

100% Affordable Housing Mix with Subsidy (50 units)

Affordable Rented / Social Rented (30 units)

13% x 1 bed, 2 person flats* (4) - provided as 2 storey house style maisonettes
10% x 2 bed, 4 person bungalows* (3)
64% x 2 bed, 4 person houses (19)
10% x 3 bed, 5 person houses (3)
3% x 4 bed, 6 person houses (1)

Shared Ownership (20 units)

25% x 2 bed, 4 person houses (5)
55% x 3 bed, 5 person houses (11)
20% x 4 bed, 6 person houses (4)

*Mix to include 3 x 1 bed, 2 person ground floor flats and 2 x 2 bed, 4 person bungalow built to Part M4(2): Accessible and adaptable dwellings of the Building Regulations) (as current at the date of the Planning Application). The Adapted Units to be wheelchair accessible and to be provided with a level access shower suitable for wheelchair users.

OR Applicants Planning Obligation =

30% Affordable Housing Mix at Nil Subsidy (15 units)

Affordable Rented / Social Rented (9 units):

22% x 1 bed, 2 person flats (2) - provided as 2 storey house style maisonettes*

Unilateral Undertaking B – 100% AH

44% x 2 bed, 4 person houses or bungalows* (4)
34% x 3 bed, 5 person houses (3)

Shared Ownership (6 units)

60% x 2 bed, 4 person houses (4)
40% x 3 bed, 5 person houses (2)

*Mix to include 1 x 1 bed, 2 person ground floor flat and 1 x 2 bed, 4 person bungalow built to Part M4(2): Accessible and adaptable dwellings of the Building Regulations (as current at the date of the Planning Application). The Adapted Units to be wheelchair accessible and to be provided with a level access shower suitable for wheelchair users.

AND

70% Affordable Housing Mix with Subsidy (35 units)

Affordable Rented / Social Rented (21 units):

10% x 1 bed, 2 person flats* (2) provided as 2 storey house style maisonettes
85% x 2 bed, 4 person houses/bungalows* (18)
5% x 4 bed, 6 person houses (1)

Shared Ownership (14 units)

7% x 2 bed, 4 person houses (1)
64% x 3 bed, 5 person houses (9)
29% x 4 bed, 6 person houses (4)

*Mix to include 2 x 1 bed, 2 person ground floor flats and 1 x 2 bed, 4 person bungalow; built to Part M4(2): Accessible and adaptable dwellings of the Building Regulations) (as current at the date of the Planning Application). The Adapted Units to be wheelchair accessible and to be provided with a level access shower suitable for wheelchair users.

Schedule 4

Nationally Described Space Standards (NDSS)

NDSS and 85% NDSS

Number of bedrooms	Number of bed spaces	NDSS			Minimum 85% NDSS		
		1 storey (sqm)	2 storey (sqm)	3 storey (sqm)	1 storey (sqm)	2 storey (sqm)	3 storey (sqm)
Studio	1p	39 (37)*			34 (32)*		
1b	2p	50	58		43	50	
2b	3p	61	70		52	60	
	4p	70	79		60	68	
3b	4p	74	84	90	63	72	77
	5p	86	93	99	74	80	85
	6p	95	102	108	81	87	92
4b	5p	90	97	103	77	83	88
	6p	99	106	112	85	91	96
	7p	108	115	121	92	98	103
	8p	117	124	130	100	106	111
5b	6p	103	110	116	88	94	99
	7p	112	119	125	96	102	107
	8p	121	128	134	103	109	114
6b	7p	116	123	129	99	105	110
	8p	125	132	138	107	113	118

Unilateral Undertaking B – 100% AH

*Where a one person flat has a shower room rather than a bathroom the floorspace may be reduced from 39 sqm to 37 sqm (NDSS) or from 34 sqm to 32 sqm (85% NDSS).

Schedule 5

Open Space and Play Area

1. The Owner shall:-
 - 1.1 agree in writing with the Council on or prior to submission of the Reserved Matters Application:
 - 1.1.1 whether the Owner will be providing the Open Space on-site or paying the Off-site Open Space Contribution to the Council and
 - 1.1.2 whether the Owner will be providing the Play Area on-site or paying the Off-site Play Area Contribution to the Council
 - 1.2 in the event that under paragraph 1.1 above it has been agreed that:
 - 1.2.1 the Owner is to provide the Open Space and Play Area on-site then the remainder of Schedule 5 below shall apply and paragraph 1 of Schedule 1 shall not apply in relation to the Off-site Open Space Contribution and the Off-site Play Area Contribution or if
 - 1.2.2 the Owner is to pay the Open Space Contribution and the Play Area Contribution to the Council then the remainder of Schedule 5 below shall not apply or if
 - 1.2.3 the Owner is to provide the Open Space on-site and pay the Play Area Contribution to the Council then the remainder of Schedule 5 below shall apply in so far as it relates to the Open Space, paragraph 1 of Schedule 1 shall not apply in relation to the Off-site Open Space Contribution or if
 - 1.2.4 the Owner is to provide the Play Area on-site and pay the Open Space Contribution to the Council then the remainder of Schedule 5 below shall apply in so far as it relates to the Play Area, paragraph 1 of Schedule 1 shall not apply in relation to the Off-site Play Area Contribution
- 1.3 Submit to the Council for approval in writing as part of the Reserved Matters Application the Landscape Plan and not Commence Development or remove uproot destroy lop or damage any tree or shrub on the Open Space or Play Area until the Landscape Plan has been approved in writing by the Council (such approval not to be unreasonably withheld) and thereafter shall lay out the Open Space and/or Play Area in accordance with the approved Landscape Plan
- 1.4 Notify the Council in writing within seven (7) Working Days of completion of the laying out of the Open Space and/or Play Area of the details of their designated contact for queries regarding the Open Space and Play Area and request an inspection by the Service Head — Highways and Transport

Unilateral Undertaking B – 100% AH

- 1.5 In the event that the Service Head — Highways and Transport inspects the Open Space and/or Play Area and determines (acting reasonably) that completion has not occurred then upon receipt by the Owner from the Service Head — Highways and Transport of the reasonable measures required to achieve completion the Owner will carry out such works and the provisions of paragraph 1.4 and 1.5 of this Schedule shall be repeated until the Open Space Practical Completion Certificate is issued
- 1.6 Submit to the Council for approval in writing prior to Occupation of the Development the Management Scheme and not to Occupy the Development until the Management Scheme has been approved in writing by the Council (such approval not to be unreasonably withheld)
- 1.7 Not allow more than 70% of the Residential Units to be Occupied until:
 - 1.7.1 the Open Space Practical Completion Certificate has been issued by the Service Head — Highways and Transport (such Open Space Practical Completion Certificate not to be unreasonably withheld or delayed);
 - 1.7.2 the Play Area is designed provided laid out and equipped in accordance with the Landscape Plan and Management Scheme;
 - 1.7.3 the Open Space and Play Area have been made available for public use; and
 - 1.7.4 the Owner has erected a prominent sign on the Open Space indicating who is responsible for maintaining the Open Space and Play Area such sign to be kept in a good and legible condition at all times
- 1.8 After the construction and laying out of the Open Space and as soon as the planting season permits, plant in the Open Space plants and trees in accordance with the approved Landscape Plan
- 1.9 Not adjust the actual area of Open Space and Play Area so as to include and/or exclude land that abuts the boundary of the curtilages of individual Residential Units or adopted or adoptable highway UNLESS such adjustment has been agreed in writing with the Service Head — Highways and Transport
- 1.10 Not use or allow the Open Space and/or Play Area to be used for any other purpose other than as Open Space and Play Area for the use by and for the enjoyment of the public in perpetuity
- 1.11 Pay the Council's costs in taking any action to remedy the failure to comply with the Remedial Notice within twenty one (21) Working Days of the Service Head — Highways and Transport serving notice of the amount due
- 1.12 Insure and maintain or procure the maintenance of the Open Space and Play Area in accordance with the approved Management Scheme to the reasonable satisfaction of the Service Head — Highways and Transport until completion of its transfer to the Management Company and to comply with any Remedial Notice issued by the Service Head — Highways and Transport within twenty eight (28) Working Days

Unilateral Undertaking B – 100% AH

- 1.13 Not allow more than 90% of the Residential Units to be Occupied until the Open Space and/or Play Area has been transferred to the Management Company in accordance with the provisions of paragraphs 1.14, 1.15 and 2 of this Schedule and the Open Space and/or Play Area shall thereafter be maintained in perpetuity in accordance with the approved Management Scheme (unless otherwise agreed in writing with the Council)
- 1.14 Not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owner has at its own expense:
 - 1.14.1 set up and registered the Management Company as a private limited company incorporated and registered in England at Companies House;
 - 1.14.2 ensured that the Management Company has at least two named persons as Directors and one Company Secretary that are eligible to be appointed and (if required) are removed and replaced by the Members of the Management Company;
 - 1.14.3 procured that the Management Company appoints a named manager ("**the MC Manager**") responsible for liaising with the Council and owners and occupiers of the Residential Units;
 - 1.14.4 procure through the Management Company documentation (as set out in paragraph 1.15 below) that the Management Company will hold at least one (1) public meeting per year; and
 - 1.14.5 procure that the Management Company is responsible for the upkeep and on-going maintenance of Open Space and/or Play Area (once completed) in accordance with the approved Landscape Plan and the obligations under this Deed.
- 1.15 Not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owner has provided the Council with the following information and documents relating to the Management Company
 - 1.15.1 a copy of the company Certificate of Incorporation and Articles of Memorandum;
 - 1.15.2 a copy of its Rules (including the holding of at least one (1) public meeting per year and the giving of a minimum of seven (7) days written notice of each meeting to the Council and all Company Members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and Regulations and operational manuals;
 - 1.15.3 any other relevant documentation relating to the Open Space and/or Play Area;
 - 1.15.4 details of the names and addresses of all Directors, Members and the Company Secretary; and
 - 1.15.5 full and sufficient details of the financial resources available to the Management Company including evidence that there are adequate resources

Unilateral Undertaking B – 100% AH

in place to undertake the maintenance of the Open Space and/or Play Area in perpetuity in accordance with the Management Scheme

2. The Owner hereby covenants with the Council to:
 - 2.1 ensure that upon the transfer of any Residential Units that all freehold and registrable leasehold owners of the Residential Units are Members of the Management Company and eligible to vote at any Annual General and Special Company Meetings;
 - 2.2 ensure that the Registered Provider is a Member of the Management Company; and
 - 2.3 that the MC Manager will ensure that their contact details including his name address and telephone number are regularly updated and distributed to the owners and occupiers of all of the Residential Units
 - 2.4 ensure that the Rent Charge/Management Charge is secured on the first transfer or disposal of any Residential Units and that covenants are contained on the transfer to procure that on any subsequent transfer or disposal the Rent Charge/Management Charge is secured in favour of the Management Company

Annex 1

Plan

Annex 2

**Council's Standard Specification for adoption of Open Space and Play Equipment
Specification**

Unilateral Undertaking B – 100% AH

Signed as a deed by **PAUL
MARTYN KANE** in the presence
of:

.....
[SIGNATURE OF OWNER]

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

Signed as a deed by **ANNE MARIE
REVELL** in the presence of:

.....
[SIGNATURE OF OWNER]

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

Executed as a deed by **BSL
STRATEGIC LIMITED** acting
by its attorney in the
presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

STANDARD SPECIFICATION
FOR
ADOPTION OF PUBLIC OPEN SPACES

WILTSHIRE COUNCIL

County Hall
Bythesea Road
Trowbridge
Wiltshire
BA14 8JN

Ver.4 Jan 2012

(Standard Specification for Adoption of Landscape Areas)

CONTENTS

		<u>PAGE</u>
1	GENERAL CONDITIONS	1, 2
2	GRASS SEEDING	3, 4, 5
3	GRASS TURFING	6, 7, 8, 9, 10, 11
4	PLANTING MATERIALS	12, 13
5	SHRUBS	14, 15, 16
6	CREATING A WILD LIFE MEADOW (FROM SEED)	17, 18, 19, 20, 21, 22
7	MATERIALS	23, 24, 25, 26, 27, 28,29, 30, 31, 32, 33,34,35
8	TREES	36, 37, 38, 39, 40, 41,42
9	WHIP OR FEATHERED TREES	43, 44
10	FENCING	45
11	HARD LANDSCAPING DETAIL	46
12	EQUIPPED PLAY SPACES	47
-	APPENDICES A-K	

1 GENERAL CONDITIONS

- 1.1 The Developer will undertake to ensure that all areas to be offered for adoption to Wiltshire Council shall comply with the conditions and requirement of the planning approval, and the conditions and standards contained within this document.
- 1.2 The Developer will also ensure that all areas to be offered for adoption are as defined on the Contract Landscape Drawings, duplicate copies of which shall be supplied (free of charge) to the Technical Services Manager suitably marked to highlight the areas offered.
- 1.3 The Contract Landscape Drawings will include schedules of all works offered for adoption including any hedges, trees, fences and highlight areas of suitable access for subsequent maintenance. The drawings should include sufficient information to enable Wiltshire Council to determine any onerous slopes or changes in level.
- 1.4 Any surface obstacles, within areas to be formally adopted are to be included in these details, in particular details of underground drainage chamber covers and frames.
- 1.5 Any miscellaneous structures (retaining or otherwise) offered for adoption will be subject to separate (and specific) negotiations and subsequent agreement.
- 1.6 Any play space equipment (including surface covering, fencing, gates etc.) offered for adoption will be subject to separate (and specific) negotiations and subsequent agreement.
- 1.7
 - (a) It is required that any footpath/cycle way including all associated works, offered to Wiltshire Council for adoption and not forming part of any adoption with the Council will be constructed to a standard strictly in accordance with the latest Wiltshire Council Specification for 'Highway works by developers under agreement'.
 - (b) Where features occur in grass areas i.e. manhole, valve covers etc, these will be to the same standard as if they were appearing in the carriageway.
 - (c) These works will be subject to separate negotiations relating to commuted sums.
- 1.8 It will be the sole responsibility of the Developer to maintain the areas to be offered for adoption, to the satisfaction of the planning approval during the period prior to official hand-over to the Technical Services Manager.

- 1.9 Acceptance of those areas offered for adoption will be finalised when:-
- (i) An agreed commuted sum has been paid to Wiltshire Council.
 - (ii) The District Secretary & Solicitor of Wiltshire Council confirms that all legal matters are satisfactorily completed.
 - (iii) The areas to be adopted have been constructed/prepared in accordance with this Specification and maintained to the satisfaction of the Technical Services Manager.
- 1.10 Due regard to any implications of restrictions imposed by seasonal work/maintenance should be considered by the Developer when planning landscape preparation and anticipating completion/handover.
- 1.11 Where non-standard landscape designs (including lighting, seating, walls etc.) have been agreed during the planning process (i.e. in specific areas of local distinctiveness), separate approval of submitted details should be secured, from the Technical Services Manager, prior to construction/installation.
- 1.12 Where other features (e.g. ponds, ditches and other watercourses) are included in the scheme to be offered for adoption, separate approval of submitted details must be secured from the various specialist departments at Wiltshire Council, prior to construction/installation.
- 1.13 It is intended that the following are minimum standards, although, when the Developer can agree with the Technical Services Manager other details, (prior to construction/installation) those will take priority.
- 1.14 Attention is drawn to the publication entitled 'Landscaping for New Developments' obtainable from the Development Control and Conservation Section at Wiltshire Council.

2 GRASS SEEDING

- 2.1 General The Developer will carry out all work in this Specification in accordance with BS 4428 General Landscape Operations, using materials and appropriate grass seed mixtures approved by the Technical Services Manager.
- 2.2 Initial Ground Preparation
- (1) The topsoil will be cultivated to a depth of 125mm avoiding the disturbance of the subsoil, by mechanical means approved by the Technical Services Manager or by hand cultivation on banks or confined areas. All stones, weeds, roots and other deleterious material which is brought to the surface shall be removed from site and disposed of.
 - (2) Soil must be cultivated to a friable tilth by treading, firming and raking or by methods to be approved by the Technical Services Manager. Where applicable the degree of accuracy in determining a level profile shall be determined by boning rods after firming in accordance with BS 4428.
 - (3) Operations must not be carried out during periods of inclement weather, i.e. when the ground is wet, frosty or waterlogged. Timing of operations will generally be confined to the Spring and Autumn periods.
- 2.3 Fertiliser Application All areas to be seeded will have a base dressing of an approved granular pre-seeding fertiliser in the ratio of 12:12:15 (N:P:K) applied at the rate of 40g per sq.m. The dressing will be applied by means of approved fertiliser distributor machinery or by hand in small or confined areas, and then lightly worked into the surface with a harrow or rake.
- 2.4 Final Cultivation
- (1) Prior to seeding, the areas will be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regrading of the surface will be carried out to conform to the prescribed finished levels. The Developer will remove all stones over 30mm in diameter. The final level will be 10mm above any adjacent hard surface area.

(2.4 Cont'd)

- (2) After cultivation operations have been carried out, the area will be sown with grass seed specified by the Technical Services Manager and of an appropriate mix for the site. Seed will be sown at the rate of 35g per sq.m. by either hand or mechanical means, ensuring an even distribution.
- (3) Grass seed will be stored off the ground in a clean, dry place free from vermin. The Developer will be required to submit certificates for all grass seed stating the seed source, mixture, percentage, percentage purity and percentage germination.
- (4) The Technical Services Manager will be entitled to take samples of the grass seed mixture for testing. The seed mixture must meet the requirements for germination and purity laid down in BS 4428, 1989.
- (5) Following an even distribution of seed, the Developer will carry out a light raking or light harrowing of the area and ensure consolidation of seed with soil by use of a light roller.
- (6) All reasonable precautions shall be taken to ensure that pedestrian and other traffic does not cross areas during cultivation, nor until the grass is established.
- (7) Grass areas will only be 'accepted' by the Technical Services Manager as reaching practical completion when germination has proved satisfactory and all weeds have been removed.
- (8) Where in the opinion of the Technical Services Manager excessive subsidence of seeded areas arises, such subsidence must be made good, raising all depressions with good quality topsoil, carrying out the necessary cultivations, fertilising and seeding as previously specified. The Developer will allow for re-seeding any bare patches with previously specified mixture. In instances where re-seeding will not be successful, the Technical Services Manager will require the area to be turfed.

2.5 Maintenance

- (1) The Developer will establish a good sward of the specified grass mixture free from pernicious weeds. If directed by the Technical Services Manager, the Developer will apply an approved selective weedkiller, mixed and applied in accordance with the manufacturer's instructions.
- (2) During the Spring following seeding, and before the application of any selective weedkiller, the grass areas will be dressed with an approved granular post-seeding fertiliser in the ratio of 15:10:10 (N.P.K.) applied at the rate of 35g per sq.m.
- (3) During the period of establishment, all newly grassed areas will be cut twice, each cut reducing the growth height by one third. The first and second cuts will take place when the growth height reaches 75mm. Cutting must be undertaken using an approved mowing machine when conditions are not excessively wet or damp. The Developer will avoid any root pulling and prevent grass cuttings collecting in rows or other ways likely to affect adversely grass growth. The Developer must remove all stones and other deleterious matter from site prior to grass cutting operations.
- (4) Cutting will be continued at appropriate intervals during the season to maintain a close sward until the grass areas are formally adopted.

2.6 Grass Seed Mixtures

- (a) See Clause 7.17 of the Materials Specification for grass seed mixtures.
- (b) Mixtures for conservation areas and/or areas identified for rural management techniques must be approved by the Technical Services Manager.

3 GRASS TURFING

- 3.1 General The Developer will carry out all work in this Specification in accordance, at least, with BS 3969 (1990) Turf and BS 4428 (1989) Turfing using materials approved by the Technical Services Manager.
- 3.2 Turf
- (1) All turf mixes will comprise certified cultivars of the appropriate species (as listed) in accordance with required use.

Turf for general landscaping purposes will consist of (mixes specified by % weight of grass seed used to produce turf):

30% Chewings Fescue
40% Slender Creeping Red Fescue
30% Dwarf Perennial Rye Grass
 - (2) Turf supplied will be free from injurious and perennial weeds, e.g. Annual Meadow-grass, Creeping soft grass, Meadow Barley, Yorkshire Fog, Couch grass, Cocksfoot, Clover, Dandelion, Yarrow or/and perennial weeds, and will have been treated with an appropriate selective herbicide not less than four weeks prior to lifting.
 - (3) Turf supplied will be free from pests and diseases; have a close texture, uniform density and colour.
 - (4) The turf will have been closely mown to a maximum height of 25mm, minimum height 15mm no more than three days prior to lifting. Turf with excess fibre or thatch will not be accepted.
 - (5) The soil base of the turf will be of a medium loam texture and free from stones over 15mm gauge. Turf will be cut to a uniform thickness not less than 25mm and no greater than 30mm and will be supplied in widths of 300mm. The turf will not disintegrate whilst handling.
 - (6) Turf will not be lifted in frosty weather or when ground is water-logged.

(3.2 Cont'd)

- (7) To avoid drying out whilst in transit, turf will be packed onto transporter either rolled or laid but not folded.
- (8) Turf will be delivered within 36 hours of lifting and will be off-loaded by hand unless arranged on pallets for mechanical handling.
- (9) For large areas, supplies of turves should be delivered at appropriate intervals throughout the work so as to avoid as far as possible stacking turves for long periods. Where it is not possible, they should be unloaded and conveniently stacked on clear ground to a maximum height of 1.0m unless arranged on pallets for mechanical handling. Turves must be placed grass to grass. After four days, stacked turves should be inspected at frequent intervals; turves showing signs of deterioration should be used without delay, or laid out.
- (10) In certain circumstances the Technical Services Manager may request samples or to inspect the turf source prior to lifting. Where samples are provided all turf supplied will be of a similar quality.
- (11) Any turf, whether laid or not, that does not conform to this Specification or the required standard of the approval sample will be removed by the Developer and replaced by turf of an acceptable quality entirely at the Developer's own expense.

3.3 Initial Ground

- (1) The Topsoil will be cultivated to a depth of 125mm avoiding the disturbance of the sub-soil, by mechanical means approved by the Technical Services Manager or by hand cultivation off planks on confined areas. All stones, weeds, roots and other deleterious material which are brought to the surface will be removed from site and disposed of to a previously agreed tip.
- (2) Soil must be cultivated to a friable tilth by treading, firming and raking or by methods to be approved by the Technical Services Manager.

Prior to turfing, the areas will be brought to a fine tilth by approved mechanical means or by hand raking, and if necessary regarding of the surface will be carried out to conform to the prescribed finished levels. The Developer will remove all stones over 30mm in diameter. The final soil level will be 10mm above any adjacent hard surface area.

(2) Turves from the stack or store will be wheeled to the turfing areas of wooden planks so laid to support work people, barrows and provide ease of access.

(3) Turves will be laid on the prepared bed stretcher bond format, closely butted and to the correct levels. Turf will be laid off wooden planks working over turves previously laid.

(4) Laid turves will be slightly and evenly firmed using wooden turf beaters, the bottoms of which to be kept constantly clean of soil or mud.

(5) A dressing of finely screened topsoil or fine peat, to a depth of 10mm will be applied evenly over the whole of the turved areas and be well bushed into all joints.

(3.5 Cont'd)

- (6) Any unevenness in finished levels due to variations in turf thickness or inconsistent firming of the soil, will be adjusted by raking out and/or packing screened topsoil under the appropriate turf/turves.
- (7) Turf will not be laid to within 300mm of any tree trunk or 200mm of any fence or wall. Whole turves will be laid to all edges or margins.
- (8) As necessary, according to prevailing weather conditions, the Developer will carry out appropriate irrigation using sprinklers or oscillating sprays ensuring soil is not washed out of joints. Failure of the turf to establish due to lack of watering will be the responsibility of the Developer who will replace such turf at his own expense.
- (9) The Developer shall at his expense take all reasonable precautions to ensure that pedestrians and other traffic do not cross the turved areas during cultivation, nor until the grass is established.
- (10) Turved areas will only be accepted by the Technical Services Manager as reaching practical completion when all turf has satisfactorily bonded and established.
- (11) Where in the opinion of the Technical Services Manager excessive subsidence of the turved area arises, such subsidence must be made good, raising all depressions with good quality topsoil, carrying out the necessary cultivations, fertilising and where appropriate returfing as previously specified at the Developer's expense and as requested by the Technical Services Manager. The Developer will allow for returfing any failed turves with previously specified turf mixtures and all turf so replaced will be at the Developer's own expense.

3.6 Turfing on Banks
Exceeding 30°

- (1) Stability, and the retention of soil and seed may be a problem when turfing to banks with a gradient exceeding 30°. Turfing should not be undertaken until the bank has been satisfactorily graded.

(3.6 Cont'd)

- (2) Turves should comply with BS 3969. It is important that turves to be used on banks should be sufficiently fibrous to withstand handling conditions.
- (3) Season -Turving on banks should preferably be carried out during the autumn and early winter period. Spring operations should be avoided due to the harmful effects of prolonged dry weather and drying winds.
- (4) Laying- Sufficient timber planks and ladders should be used to ensure safe and efficient working. The turves may be laid diagonally or horizontally. They should be laid to stretcher bond pattern, butt-jointed, firmed and secured by stout wooden pegs 200mm in length or by 4mm galvanised wire pins, bent or hairpin patten, at least 200mm long. Finely sifted topsoil should be worked well into the joints. On very steep banks or where stability is a major problem, netting should be laid over the turf and pegged down. Where necessary the wire netting should be reinforced at the top and bottom immediately, with stout wire cable threading the mesh.

3.7 Completion and Maintenance

- (1) The Developer will establish a good sward, free from pernicious weeds. If directed by the Technical Services Manager, the Developer shall apply an approved selective weedkiller mixed and applied strictly in accordance with the manufacturer's written instructions. During the Spring following turving, and before the application of any weedkiller, the turfed areas shall be dressed with approved granular post-seeding fertiliser, in the ratio of 15:10:10 (N.P.K.) applied at the rate of 35 grammes per Square meter.
- (2) During the period of establishment, all turfed areas shall be cut twice, each cut reducing the growth height by half. The first and second cuts shall take place when the growth height reaches 75mm. All cutting will be undertaken using an approved mowing machine when conditions are not excessively wet or damp. The Developer will avoid any root pulling and prevent grass

(3.7 Cont'd)

cuttings collecting in rows or other ways likely to adversely offset grass growth. Immediately before the second establishment cut, the Developer shall remove all stones and other deleterious matter.

- (3) Cutting shall be continued at appropriate intervals during the growing season to maintain a close sward until the grass areas are handed over for formal adoption.

4 PLANTING MATERIAL (SUPPLY OF)

- 4.1 General When the Developer supplies plant material it must be in accordance with BS recommendations (BS 3936 Nursery Stock) Part 1 -Trees and Shrubs, Part 4– Forest Trees.
- 4.2 Plant Procedure
- (1) Plants will comply with the requirements of BS 3936 – Nursery Stock: General.
 - (2) The Developer must ensure that all plant material is free of all pests and diseases.
 - (3) The Developer will bear the cost of any plant losses for whatever reason and will replace materials or plants considered unsatisfactory by the Technical Services Manager with identical species. The liability period for this condition will be until formal adoption.
- 4.3 Bedding Plants All bedding plants supplied by the Developer will be:
- Pest and disease free
 - True to type
 - Floriferous (where appropriate)
 - Of Good Foliage colour
 - On a well developed and undamaged root system
 - Not root-bound
 - Vigorous and of a habit appropriate to type.
- 4.4 Trees and Shrubs All trees and shrubs supplied by the Developer will be:
- Pest and disease free
 - True to type
 - Transplanted nursery stock on healthy, vigorous and sound roots with well formed heads and to have been grown at or grown on, at the supply nursery
 - Without torn and lacerated roots which shall be pruned before despatch
 - Plants to be materially undamaged
 - Healthy and containerised subjects must not be root bound
 - Vigorous and of a habit appropriate to type
 - Without evidence of 'circling' in the root system
 - Subjects will have a well-defined leader (as appropriate)

- 4.5 Coniferous Subjects All conifers supplied by the Developer, unless specified otherwise by the Technical Services Manager will be well furnished evenly to the ground on all sides; there are exceptions, e.g., Cedrus. A single natural leader is required for most conifers unless required for hedging or if the natural form is branching.
- 4.6 Other Plant Material All plant material will conform with the requirements of BS 3936.

5 SHRUBS

- 5.1 Plant Procurement and Preparation for Planting
- (1) General All work specified in this section will be carried out in accordance with BS 4428, General Landscape Operations, Section 7 and 8.
 - (2) Condition Where applicable the trees and shrubs will comply in all respects with Section 1 of BS 3936, Part 1, All plants will have good fibrous root systems, carefully preserved in good condition when lifted from the nursery and adequately protected in transit. On delivery to the site, trees and shrubs will be free from pests and disease and materially undamaged.
 - (3) Time of Planting Unless otherwise agreed, planting will take place during favourable weather conditions in the dormant season which will generally be from the first week in October to the first week in April, inclusive.
 - (4) Temporary Storage Upon arrival on site, trees and shrubs will be planted in their respective positions without delay. On no account will roots be exposed to drying wind or sun for longer than is necessary. Planting will not take place during periods of frosty weather, or cold winds, or when the ground is excessively wet.
 - (5) Cultivation
 - (a) All weeds on areas to be planted must be cleared prior to being cultivated.
 - (b) Topsoil to be cultivated to a depth of 150mm in areas to be planted with shrubs or groundcover, using cultivators, rotovators or similar approved equipment (taking care not to bring up the subsoil) to provide a medium to fine tilth. Cultivation by hand to the same standard will be carried out where machinery cannot be used.

(5.1 Cont'd)

- (c) The soil will be worked in reasonable weather conditions and not in conditions that could result in serious damage to the soil structure. All stones, builders rubbish, weeds, roots or other deleterious matter over 25mm diameter, in any direction, which are brought to the surface will be moved from site on to an agreed tip. Totally remove all plaster products.

5.2 Shrub Planting

(2) Cultivation

- (a) The beds for all shrubs will be cultivated as previously described. All planting areas are to be topdressed with 80g per m² of bonemeal or 100g per m² of Enmag fertiliser, or similar approved by the Technical Services Manager, raked into the surface. (Fertiliser dressing to be approved by the Technical Services Manager).
- (b) Any compaction of the areas following this and prior to planting will be removed by re-cultivation.

(3) Planting

- (a) Positions of shrubs to be planted will be marked out in accordance with the planting schedule/plan or as specified. When shrubs are set out, precautions will be taken to prevent roots drying out.
- (b) Planting holes will be excavated 150mm wider than the root spread. Polythene and other non-perishable containers will be removed and any badly damaged roots carefully pruned. Each shrub will be placed upright in the centre of a hole large enough to accommodate the roots without restriction or damage. Shrubs will be set at nursery level with due allowance for settlement. The hole will be backfilled to half its depth and firmed by treading. Care

(5.2 Cont'd)

will be taken not to crush the root ball. The remainder of the soil will be returned and again firmed by treading.

(4) Replacement Planting

The Developer will be responsible for the maintenance of all planted shrubs and will be required to replace all dead, dying or otherwise unsatisfactory plants with a similar species and in the same manner as detailed above.

5.3 Maintenance

(1) Weed and Litter Removal

(a) All permanent shrub planted areas will be maintained clear of weeds and litter by the Developer until formal adoption has been completed.

(2) Mulching (New Beds)

(a) All beds required to be mulched will receive a mulch dressing of either coarse peat or medium grade bark to a depth of 75mm – 100mm. On each maintenance visit this will be topped up and levelled to maintain the required depth.

6 CREATING A WILDFLOWER MEADOW (FROM SEED)

- 6.1 General This represents a culturally simple method of establishing a wildflower meadow.
- 6.2 Ground Preparation
- (1) The Developer will provide evidence of the soils nutrient ratio.
 - (2) Ground preparation will be carried out in mid-summer, unless instructed otherwise by the Technical Services Manager.
 - (3) The soil will be spread to specified levels using machinery appropriate to the scale of the project approved by the Technical Services Manager.
 - (4) The final grading will be completed by the end of the growing season and cultivated to an even medium tilth. The surface must be formed to avoid subsequent settlement by a method to be approved by the Technical Services Manager.
- 6.3 Weed Control Where the soil contains weed seeds of an undesirable species which may create difficulties for the establishment of a meadow, *Rumex obtusifolius* (Dock) for example, the young weed shoots must be sprayed with an approved contact herbicide. The Developer will allow a minimum of one month (mid-August to mid-September) for as many weed seeds to germinate as possible.
- 6.4 Seed Sowing
- (1) The Developer will sow the seed during early autumn or as specified by the Technical Services Manager thus facilitating the vital exposure to frost which breaks the dormancy of many seeds and therefore ensures a high percentage germination.
 - (2) The Developer will sow an approved Seed Mixture.
 - (3) The wild flower seed should be sown at the rate of 4 grams per sq metre (36 kg per ha).
 - (4) In order to facilitate an even distribution of seed the Developer will use a 'carrier' to bulk up the seed. The carrier may be either silver sand or sawdust of untreated timber.

- (6.4 Cont'd)
- (5) The Developer will sow seed by hand or an approved mechanical distributor and the site lightly raked afterwards (chain harrowed on large areas).
- (6) The Developer will firm the seed bed with a roller.
- 6.5 First Year
- (1) The meadow seedbed should be well established by late May or early June. When the sward is 100mm high the Developer will roll and cut. (Rolling to be carried out with a light roller approved by the Technical Services Manager). In carrying out the rolling operation the Developer will ensure that the plants are firmed into the soil reducing the risk of mower blades uprooting them.
- (2) The site will be mown using either a wheeled rotary mower or a mower with reciprocating blades to a height of 50mm. The cuttings to be removed. The sward should be subsequently cut to the same height using the same machinery with cuttings removed, each time the sward reaches 100mm.
- (3) From early June the Developer must not cut the sward for a period of five weeks to allow the Poppies and Corn Marigold to flower.
- (4) The Developer must avoid the use of chemicals and fertilisers, any undesirable broad leaved species which persist must be removed by hand. Where the problem is of a large scale such undesirable species must be cut down and the remaining leaves/stem treated with a gel-based non-selective systemic herbicide.
- 6.6 Wildflower Seed Mix
- (1) Wildflower seed mixes will comprise seed of native British origin, of ecotypes adapted to the environment in which the seed shall be sown and retaining genetic variation during the seed production process.

(6.6 Cont'd)

- (2) Wildflower seed will be used within four weeks after receipt from the supplier. Where seed is stored during this period it will be kept in dry, cool conditions, where the moisture content is 5% and the temperature 3°C.
- (3) Wildflower seed mixes used will reflect the following species composition:

(a) **Wildflower Mix W1 (Meadow Clay - short to medium)**

% wt	Species	Common Name
1.0	Briza media	
5.0	Cynosurus cristatus	
5.0	Festuca pratensis	
40.0	Festuca rubra ssp commutata	
20.0	Festuca rubra ssp purinosa	
1.0	Hordeum secalinum	
5.0	Poa trivialis	
3.0	Trisetum flavescens	
0.5	Achilles Millefolium	Yarrow
0.5	Centaurea nigra	Common/Lesser
0.5	Dactylorhiza fuchsii	Spotted Orchid
1.0	Daucus carota	Wild Carrot
0.5	Filipendula vulgaris	Dropwort
1.0	Galium verum	Lady's Bedstraw
1.0	Geranium pratense	Meadow
1.0	Knautia arvensis	Field Scabious
0.5	Lathyrus nissolia	Grass Vetchling
1.0	Lathyrus pratensis	Meadow
1.0	Leucanthemum vulgare	Oxeye Daisy
1.0	Lotus corniculatus	Birds Foot
0.5	Lotus uliginosus	Greater Birds
1.0	Plantage lanceolata	Ribwort Plantain
1.5	Primula veris	Cowslip
1.0	Prunella vulgaris	Self Heal
1.0	Ranunculus acris	Meadow
0.5	Rhinanthus minor	Yellow Rattle
0.5	Rumex acetosa	Common Sorrel
0.5	Saxifraga granulata	Meadow
0.5	Tragopogon pratensis	Goat's Beard
1.0	Trifolium campestre	Hop-Meadow
1.0	Veronica chamaedrys	Germander
0.5	Vicia cracca	Tufted Vetch
1.0	Vicia sativa	Common Vetch
<hr/>		
100.0	Sown @ 36 Kg/ha	(4gtm ²)

(6.6.Cont'd)

(b) **Wildflower Mix W2 (Hedgerow)**

% wt	Species	Common Name
5.0	<i>Alopecurus pratensis</i>	
5.0	<i>Cynosurus cristatus</i>	
10.0	<i>Festuca pratensis</i>	
15.0	<i>Festuca rubra ssp commutata</i>	
5.0	<i>Festuca rubra ssp purinosa</i>	
30.0	<i>Poa nemoralis</i>	
10.0	<i>Poa pratensis</i>	
0.5	<i>Achillea millefolium</i>	Yarrow
1.0	<i>Agrimonia eupatoria</i>	Agrimony
1.0	<i>Campanula trachelium</i>	Nettle Leaf Bellflower
0.5	<i>Clematis vitalba</i>	Traveller's Joy
1.0	<i>Geranium robertianum</i>	Herb Robert
0.5	<i>Geum urbanum</i>	
0.5	<i>Hypericum perforatum</i>	Perforated St
1.0	<i>Leucanthemum vulgare</i>	Oxeye Daisy
1.0	<i>Malva moschata</i>	Musk Mallow
1.5	<i>Primula vulgaris</i>	Primrose
1.5	<i>Prunella vulgaris</i>	Self Heal
1.0	<i>Silene alba</i>	White Campion
1.0	<i>Silene dioica</i>	Red Campion
1.0	<i>Stachys officinalis</i>	Betony
1.0	<i>Stachys silvatica</i>	Hedge
1.0	<i>Stellaria holostea</i>	Great Stitchwort
0.5	<i>Taraxacum officinale</i>	Dandelion
0.5	<i>Tussilago farfara</i>	Coltsfoot
1.0	<i>Vicia cracca</i>	Tufted Vetch
1.0	<i>Vicia sepium</i>	Bush Vetch
2.0	<i>Viola odorata</i>	Sweet Violet

100.0 Sown @ 36Kg/ha (4gtm2)

(c) **Wildflower Mix W3 (Meadow General- medium)**

% wt	Species	Common Name
10.0	<i>Festuca pratensis</i>	
20.0	<i>Festuca rubra ssp commutata</i>	
20.0	<i>Festuca rubra ssp purinosa</i>	
20.0	<i>Festuca rubra ssp rubra</i>	
10.0	<i>Poa pratensis</i>	
2.0	<i>Leucanthemum vulgare</i>	Oxeye Daisy
4.0	<i>Plantago lanceolata</i>	Ribwort Plaintain
1.0	<i>Primula veris</i>	Cowslip
3.0	<i>Prunella vulgaris</i>	Self Heal
3.0	<i>Ranunculus acris</i>	Meadow
1.0	<i>Rumex acetosa</i>	Common Sorrel

(6.6 Cont'd)

% wt	Species	Common Name
4.0	Sanguisorba minor alba	Salad Burnet
2.0	Silene alba	White Campion

100.0 Sown @ 36 Kg/ha (4gtm2)

(d) Wildflower Mix W4 (Cornfield Annuals)

% wt	Species	Common Name
40.0	Agrosemma githago	
10.0	Cenaurea Cyanus	
20.0	Chrysanthemum segetum	
15.0	Papaver rhoeas	
15.0	Tripleurospermum inodorum	

100.0 Sown @ 24 Kg/ha (3gtm2)

(e) Wildflower Mix W5 (Woodland)

% wt	Species	Common Name
10.0	Cynosurus cristatus	
5.0	Deschampsia flexuosa	
25.0	Festuca rubra ssp purinosa	
40.0	Poa nemoralis	
0.5	Alliaria petiolata	
1.0	Allium ursinum	
1.0	Campanula trachelium	Nettle Leaf Bellflower
2.5	Digitalis purpurea	
1.5	Filipendula ulmaria	
1.0	Gallium mollugo	
0.5	Geum urbanum	
1.0	Hyacinthoides non-scripta	
0.5	Hypericum montanum	
0.5	Lychnis flos-cuculi	
0.5	Meconopsis cambrica	
1.0	Primula vulgaris	Primrose
0.5	Scrophularia nodosa	
4.0	Silene dioica	Red Campion
0.5	Stachys sylvatica	Hedge

(6.6 Cont'd)

% wt	Species	Common Name
1.0	Stellaria holostea	Greater
0.5	Taraxacum officinale	Dandelion
2.0	Teucrium scorondonia	
<hr/>		
100.0	Sown @ 36 Kg/ha	(4g/m ²)

(f) **Wildflower Mix W6 (Wetland Meadow)**

% wt	Species	Common Name
5.0	Alopecurus pratensis	
5.0	Cynosurus cristatus	
30.0	Festuca pratensis	
25.0	Festuca rubra ssp rubra	
10.0	Poa trivialis	
5.0	Trisetum flavescens	
1.5	Angelica sylvestris	
2.0	Filipendula ulmaria	
1.0	Galeopsis tetrahit	
1.0	Geum rivale	
3.0	Iris pseudacorus	
0.5	Lychnis flos-cuculi	
0.5	Lycopus europaeus	
0.5	Lythrum salicaria	
1.5	Prunella vulgaris	Seaf Heal
2.0	Ranunculus acris	Meadow
2.0	Ranunculus sceleratus	
0.5	Scrophularia auriculata	
3.0	Silene dioica	Red Campion
1.5	Stellaria holostea	Great Stitchwort
1.0	Succisa pratensis	
<hr/>		
100.0	Sown @ 36 Kg/ha	(4g/m ²)

7 MATERIALS

- 7.1 General (1) All materials will conform to no less than the minimum standard of the latest edition of the appropriate British Standard if not specified to a higher standard herein.
- 7.2 Manufacturer's Recommendations The Developer will handle, store and apply all products exactly in accordance with the manufacturer's recommendations unless specified otherwise.
- 7.3 Defects/Death of Plants Any material defects that appear within the maintenance period, unless agreed otherwise, will be remedied immediately at the Developer's own expense and to the entire satisfaction of the Technical Services Manager.
- 7.4 Topsoil
- (1) Topsoil will consist only of the natural original surface layer (to 300mm maximum), when the vegetation has been removed, of grassland or cultivated agricultural land. Topsoil acquired from woodland, heath, moorland or bog or from those areas impaired by industrial activity or contaminated by heavy metals or other pollutants will not be used.
 - (2) Topsoil will be fertile, but free from excessive quantities of weed seed, roots of perennial plants, living vegetation or other extraneous material.
 - (3) Topsoil will be of uniform composition throughout and will contain at least 6% organic matter, intimately mixed with mineral matter. Topsoil will be free from subsoil.
 - (4) Topsoil will be of a medium loam texture, friable with a crumb structure and will display a reasonable degree of porosity. Reaction will be between pH 6.0 – 7.5 unless otherwise specified.
 - (5) The chemical composition of the topsoil will be as follows
 - (a) Total Nitrogen (N) content not less than 0.2%.

(7.4 Cont'd)

- (b) Available Phosphorus (P) not less than 70ppm when extracted with 4.2% NaHC03 at pH 8.5.
- (c) Available Potassium (K) not less than 300ppm when extracted with 8% ammonium Nitrate.
- (6) Topsoil will have no more than 10% stone content by dry weight. The presence of any stones exceeding 25mm diameter will be unacceptable.
- (7) Where volumes of topsoil in excess of 500 cubic metres are to be provided the place of origin will be stated and the source will be inspected by the Technical Services Manager, in situ, for approval prior to importation.

(a) Screened Topsoil

Where screened topsoil is specified, in addition to the Specification relating to topsoil generally, this will be graded accordingly to screen sizes:-

3/16" or 1/4" or 1/2" or 3/4" or 1"; whereby 95% of component material passes through the specified screen.

(b) Topsoil for general sports grounds or special facilities use:

Technical Services Manager will supply details of requirement in line with most recent recommendation as applied by the Sports Council or other approved official bodies.

7.5 Peat

Peat will be minimum grade Irish Moss peat to minimum British Standard BS 4156 ; 1990. Peat will be delivered to site in bales, each bale marked with volume content.

Where sustainable alternatives are available these are preferred.

7.6 Sand and Aggregates

- (1) Sand will conform to the following specification:
 - (a) Sand - very fine 0.050 to 0.125mm.
 - (b) Sand - fine 0.125 to 0.250mm.
 - (c) Sand - medium 0.250 to 0.500mm.
 - (d) Sand - coarse 0.500 to 1.000mm.
 - (e) Sand - very coarse 1.000 to 2.000mm.
- (2) Where clean washed sharp sand is specified this will have particle sizes within the range 0.050mm to 0.250mm. Silica sand will be regarded as sand with particle sizes within the range 0.125mm to 0.500mm.
- (3) All sand will be lime free.
- (4) Sand for amelioration will be exactly according to the particle sizes specified, confirmed by the supplier's authorised certificate.

7.7 Manure

Manure will be well rotted (for a minimum of six months) cow or other farmyard manure with a minimum admixture of straw. Poultry manure will not be allowed.

7.8 General Purpose Compost

- (1) Composts will consist of well decomposed vegetable material and leaves, conditioned in storage piles for at least two years. Compost will be moist, but not waterlogged and of medium texture.
- (2) Grass clippings will not exceed 25% of the total volume. Compost will be free from injurious chemicals, other extraneous materials detrimental to plant growth and perennial weedroots.

7.9 Interior Compost Mix C1 (Loam Based)

- (1) Interior compost referenced C1 will comprise:

Medium grade Irish Moss peat 20% by volume. Sterilised sandy loam topsoil 60% by volume. Medium pulverised bark 20% by volume. Osmocote 17:10:10 Regular at 0.50Kg/m³. Superphosphate at 0.50Kg/m³. Fritted Trace Elements FTE253A at 0.75Kg/m³. Ground Limestone at *2.40Kg/m³. Dolomitic Limestone at *2.40Kg/m³.

(7.9 Cont'd)

* Quantities marked will be adjusted to ensure the compost has a pH value in the range of 5.5 to 4.5 unless otherwise specified.

7.10 Interior Compost (1)
Mix C2 (Peat Based)

Interior compost reference C2 will comprise:

Medium grade Irish Moss peat 75% by volume. Sharp washed sand 25% by volume. Osmocote 17:10:10 Regular at 0.60Kg/m³. Superphosphate at 0.60Kg/m³.

Fritted Trace Elements FTE253A at 0.75Kg/m³. Calcium Carbonate at *2.40Kg/m³. Dolomitic Limestone at *3.00Kg/m³.

* Quantities marked will be adjusted to ensure the compost has a pH value in the range of 5.5 to 6.5 unless otherwise specified.

7.11 Perlite

Perlite will be Silvaperl medium grade.

7.12 Tree Planting
Compost

Tree planting compost will be Fison's TPMC unless specified otherwise.

7.13 Mulching Material

(1) Mulching material will be graded tree bark. All mulching material will have been composted for at least six weeks at a minimum temperature of 60°C. All resinous toxins will have been removed and the mulch reduced to a near neutral pH. All mulching material will be free from weeds, pests and disease and will contain a minimum number of wood particles, in no circumstances greater than 5% by weight or volume.

(2) All graded bark will be of consistent particle size and free from dust and fines.

(3) Mulching materials will be graded as follows:

(a) Coarse bark - will comprise matured conifer bark with at least 75% of particles in excess of 60mm in size, ranging to a maximum of 150mm.

(7.13 Cont'd)

- (b) Graded bark flakes - will comprise matured conifer bark with particle size distribution between 15mm to 125mm. A minimum of 50% of all particles will be within the range 50mm to 100mm.
- (c) Bark nuggets - will comprise matured conifer bark with uniform particle size distribution between 15mm to 65mm.
- (d) Ornamental bark - will comprise matured conifer bark with uniform particle size distribution between 5mm to 35mm.
- (e) Pulverised bark - will comprise matured conifer bark that has been pulverised so that all particles will pass through a 36mm screen.
- (f) Shredded bark - will comprise matured conifer bark with a maximum particle size of 45mm.

- (4) Straw, sawdust, spent hops, processed or digested sludge will not be allowed.

7.14 Pesticides

- (1) All pesticides will be used entirely in accordance with the manufacturer's recommendations. The Control of Pesticides Regulations 1986 and any relevant Code of Practice issued by MAFF regarding the application of pesticides will be complied with at all times.

7.15 Fertilisers

- (1) The Developer shall submit a list of fertilisers for approval and use exactly in accordance to the manufacturer's recommendations, unless specified otherwise, and approved by the Technical Services Manager for specified items. Substitute products will not be permitted.

7.16 Soil Conditioners

The following soil conditioner will be approved for use exactly according to the manufacturer's recommendations unless specified otherwise and as determined by the Technical Services Manager.

Alginure Granulate S.

7.17 Grass Seed

- (1) All grass seed will be fresh, clean and certified where applicable under the 1976 E.C. Seed Regulations concerning statutory standards for germination purity. All seed will be treated with a bird repellent and appropriate fungicide.
- (2) Seed Mixes will be used exactly as specified by reference to the following specifications. All mixes will be expressed as:

% weight by: species: cultivar:
seed category.

(a) Grass Seed Mix G1 (Amenity)

<u>% wt</u>	<u>Species</u>	<u>Cultivar</u>	<u>Seed Category</u>
30	Perennial Rye-grass	'Eika'	Certified
20	Chewings Fescue	'Center'	Certified
15	Creeping Red Fescue	'Dawson'	Certified
15	Creeping Red Fescue	'Pernille'	Certified
10	Smooth Stalked Mdw. Grass		
5	Browntop Bent	'Highland'	Certified
5	Browntop Bent	'Saboval'	Certified
100			

(b) Grass Seed Mix G2 (Shade)

<u>% wt</u>	<u>Species</u>	<u>Cultivar</u>	<u>Seed Category</u>
40	Chewings Fescue	'Center'	Certified
40	Creeping Red Fescue	'Dawson'	Certified
10	Browntop Bent	'Highland'	Certified
10	Browntop Bent	'Saboval'	Certified
100			

(7.17 Cont'd)

(c) Grass Seed Mix G3 (Winter Sports/Outfield)

<u>% wt</u>	<u>Species</u>	<u>Cultivar</u>	<u>Seed Category</u>
50	Creeping Red Fescue	'Dawson'	Certified
20	Perennial Ryegrass	'Arno'	Certified
20	Perennial Ryegrass	'Eika'	Certified
10	Browntop Bent	'Highland'	Certified
<hr/>			
100			

(d) Grass Seed Mix G4 (Fine Turf)

<u>% wt</u>	<u>Species</u>	<u>Cultivar</u>	<u>Seed Category</u>
40	Chewings Fescue	'Dawson'	Certified
40	Creeping Red Fescue	'Waldorf'	Certified
10	Browntop Bent	'Highland'	Certified
10	Browntop Bent	'Holifior'	Certified
<hr/>			
100			

- (3) All seed packs will bear an official label, showing intended use of the seed mixture, reference number of the seed lot, packers number, brand name or the mixture or the constituent species/varieties and the net weight.
- (4) In the event of the incorrect seed mixture being used, the Developer will eradicate all seedings by use of a translocated herbicide and reinstate the area with the correct seed mixture at no extra cost.

7.18 Grass Turf

See Clause 3.2 of the Specification.

7.19 Plant Material

- (1) Except where otherwise stated all plant material will be grown in the British Isles for at least one growing season and will conform at least to the latest edition of BS 3936 Specification of Nursery Stock (Parts (i) to (ix) inclusive).

(7.19 Cont'd)

(2) In addition, container grown plant material will meet the minimum standards defined in the latest edition of the British Container Growers Publication 'Specification of Standards for the Production of Hardy Container Grown Plants'.

(3) All plants will:

- Be true to name.
- Be accurately labelled in bundles or individually according to size with the full botanical name.
- Have a well balanced root: shoot ratio.
- Be supplied with a dense, fibrous root system as is possible according to species.
- Container plants must have a root system well established in the present container, i.e. active root growth since potting, but not restricted, conflicted or suffering from the root curl. Plants without adequate root systems will be discarded.
- Be free from physical damage throughout.
- Be free from pests and diseases.
- Be free from physiological disorders and from contamination by perennial weeds or pollutants.
- Have been undercut or transplanted within the last 24 months.
- Be grown under soil and climatic conditions that do not substantially differ from that of the Contract Area.

7.20 Handling

(1) All plant material will be handled according to the recommendations of the latest edition of the 'Code of Practice for Plant Handling' published by the 'Joint Liaison Council on Plant Supplies'. The Code of Practice covers Lifting, Bundling, Packaging, Labelling, Temporary Storage and Transport. These conditions will apply entirely to the Developer when requested to supply plants.

(2) The Developer will give the Technical Services Manager not less than two working days notice of delivery of plants to a site.

7.21 Lifting

- (1) Bare-rooted or root-balled deciduous plants will be lifted only when the plants exhibit dormant characteristics, generally from October to March or later where local conditions or season permit. Evergreen plants will be lifted between the first week in September and the last week in October inclusive or the first week in April and the last week in May inclusive only. Plants will not be lifted if severe ground conditions prevail or during periods of high winds, drought or frost. Bare-rooted material will not be lifted more than five days prior to delivery and all plants shall receive adequate protection from drying out, waterlogging, heating-up, frosting or physical damage. The roots of bare-root stock will be immersed in Alginure Root Dip immediately after lifting.
- (2) Container grown - deciduous or evergreen plants, will be moved at any provided that the root system is well established in the container and the plants are fully hardened off. However, plants moved outside the normal planting period will be adequately irrigated throughout the whole of the first growing season.

7.22 Bundling

- (1) Where appropriate bundles will consist of graded plants with all shoots facing in the same direction. Foliage will be surface dry. Bundles of plants will be tied securely with string or twine which will not by its nature of tension cause damage to the plants. Container grown or bare-rooted plants will not be bundled.
- (2) Plants up to 2.5m tall - each consignment will be tied in bundles of equal numbers. The maximum number of plants within each bundle will depend on the size and nature of the plants, but in all circumstances the bundle will be of a manageable size.
- (3) Trees in excess of 2.5m height- the maximum quantity in each bundle will be as follows:

40/60mm girth – 15 per bundle
60/80mm girth – 10 per bundle
80/100mm girth – 5 per bundle
100/120mm girth – 3 per bundle

(7.22 Cont'd)

- (4) Trees in excess of 10/12 cm girth will not be bundled. In addition these guidelines will be reduced where large heads would be subject to damage. Laterals will be drawn in and securely tied during transit.

7.23 Packaging

- (1) The foliage of all plants will be surface dry before packing and the contact between foliage and bare roots minimised.
- (2) Container grown plants or bare-rooted trees (up to 14 cm girth), will not normally receive additional packaging, except in certain selective species.
- (3) Trees up to 450mm tall excluding forestry transplants will be entirely enclosed in 250 gauge plastic film bags, securely tied at the top. Plants will not be packed too tightly, but loosely bundled within the bag. Plants with thorns or spines will have their roots only enclosed in the bag, which will be securely tied at the base of the stems.
- (4) Root-balled plants will be adequately supported to prevent collapse or disintegration of the root-ball. The root-ball will be protected against drying out by firmly wrapping in hessian or other recommended material. Wrapping will be secured by tying over the top of the root-ball.
- (5) Bare-rooted trees over 14 cm girth will be supplied without soil adhering to the roots unless specified otherwise, but will have their roots packed in moist compost and enclosed in hessian or 500 gauge plastic film, securely tied to the stem at nursery soil level. Trees so wrapped will be kept shaded at all times.

7.24 Labelling

- (1) All plants will be adequately labelled. Each individual tree, bag or lot of one species/cultivar will bear a securely attached durable primary label stating:

The genus, species and cultivar of the plant concerned.

The grade and quantity in the bundle or lot.

The total quantity in the whole consignment.
The Supplier's name.

- (7.24 Cont'd) (2) At least 10% of each consignment of particular plants will bear a secondary label related to the primary label and clearly identifying the plant in question.
- 7.25 Temporary Storage (1) Every effort will be made to limit the time period between lifting and despatch and the time period between receipt and planting. Container grown material will be maintained upright in their containers and watered as required by local conditions.
- (2) On receipt bare-rooted plants will be immediately heeled-in to moist friable topsoil or compost or placed *in* an indirect humidified cold store. Where heeled-in the plants will be well firmed to exclude air pockets, (particularly on the inside of bundles), and will be watered periodically as local conditions require. Protection will be given against damage by small mammals.
- (3) Root-balled plants will be kept moist and will be protected from direct sunlight. If root-balled plants are to be stored for more than three days they will be placed on a well-drained surface and the root-balls entirely covered with peat, bark or compost.
- 7.26 Transport (1) All plants will be protected from drying out during loading and transport. Plants will be stacked in such a way to avoid damage or crushing by weight from plants above.
- (2) All consignments will be completely sheeted irrespective of length of journey. Where more than one delivery destination *is* involved additional sheeting will be used between each consignment to limit the period of exposure of the plants.
- (3) Any plants damaged in transit will be discarded and replaced at the Developer's own expense. Bare-rooted material will be heeled in immediately on delivery to planting site.
- 7.27 Trees (1) Trees will have a straight stem with a well developed, evenly balanced crown, free from crossing branches. Where appropriate, according to species, trees will have a well-defined central leader. Standard trees will have all temporary

(7.27 Cont'd)

feathering removed flush with the stem. Feathered trees will be furnished evenly with well-balanced lateral shoots to ground level. The orientation of trees will be marked on the north side prior to lifting.

- (2) Where trees are budded or grafted they will be bottom worked unless specified otherwise. The root stock will be named. Such trees will have no more than a slight bend at the union.

7.28 Tree Stakes

- (1) Tree stakes will be softwood, 75mm to 100mm top diameter, round, peeled, pointed at the base. Stakes will be treated with a vacuum pressure impregnated preservative using a copper chrome arsenate formula to BS 4072, (to a minimum net dry salt retention of 6.4Kg/m²). All timber over 30% moisture content will be kiln dried.
- (2) Lengths of stakes will be exactly as described in the specification for particular uses.
- (3) Where graded posts are specified these will be as per the standard stake but machine turned to produce cylindrical straight posts, chamfered at the top and graded.

7.29 Tree Ties

- (1) Tree ties will be:
 - (a) Belt for standard trees 80/190mm or greater,
 - (b) Standard width ties for whips, feathered, half-standard or trees 6/8 cm or less.

7.30 Tree Shelters

- (1) Tree shelter will be reinforced PVC laminate with a minimum life expectancy of at least six years; either 0.6m, 0.9m or 1.2m in height as specified. Tree shelters will be attached to an external timber stake, treated with vacuum pressure impregnated preservative, secured using nylon ratchet action ties as follows:

0.6m shelter 0.79m x 25mm x 25mm stake.

0.9m shelter 1.05m x 25mm x 25mm stake.

1.2m shelter 1.35m x 25mm x 25mm stake.

7.31 Tree Guards

Tree guards will be 1.8m, tall 25 x 75mm x 10swg galvanised weld mesh.

7.32 Canes

- (1) Bamboo canes will have 10mm top diameter, 1.5m length.
- (2) Split canes will be 5mm green obtained from an approved supplier.

8 TREES

8.1 Origin

Except where otherwise specified the plants shall be obtained from approved reputable nurserymen within approximately 200 miles radius of the planting sites where they shall have been growing for at least one year immediately preceding the time of supply in climatic conditions substantially similar to those prevailing in the planting site. In good time before planting the Technical Services Manager may require to inspect in the nursery or as agreed a selection of all plant material for approval. All plant material subsequently delivered to the site shall be at least the same standard in all respects as those approved.

8.2 Condition

Where applicable the trees and shrubs shall comply in all respect with Section 1 of BS 3936, Part 1. All plants shall have good fibrous root systems, carefully preserved in good condition when lifted from the nursery and adequately protected in transit. On delivery to site, trees and shrubs shall be free from pest and diseases and materially undamaged. In good time before planting, if subjects have been budded or grafted this shall be stated and the name of the rootstock shall be supplied if requested by the Technical Services Manager.

8.3 Tree Care

Unwanted dead, diseased and damaged branches shall be pruned back flush with the stem. In the case of crossed rubbing branches, one branch should be removed, the developer shall endeavour to maintain the desired shape of the trees. Bark wounds shall have the ragged edges cut back to healthy tissue in order to reduce the likelihood of infection and encourage the growth of callous tissue. Newly planted trees shall be inspected for insect and fungal attack, and treated if necessary with an approved insecticide and fungicide in accordance with the manufacturer's instructions. Spirals shall be applied for protection against vermin if required. The Developer shall ensure that those trees planted as standard shall be kept free of stem side growth in accordance with the relevant BS. If in doubt, the Developer shall contact the Technical Services Manager.

8.4 Disposal of Dead Trees and Debris

During the replacement of dead trees, any dead trees and used and damaged tree planting/ mulching mats shall be disposed of.

- 8.5 Soil The Developer shall inspect the soil area around the base of each tree. Any lift of the soil caused by frost shall be gently firmed and forking shall be carried out to relieve areas of severe compaction. Minor washouts shall be repaired and areas of standing water shall be drained and measures taken to prevent its re-occurrence.
- 8.6 Method of Planting In carrying out the replacement of trees, the Developer may be requested to carry out any of the following treatments:
- (1) Plant trees in a mix of 50/50 Soil and Mulching Compost, the material to be well mixed, (covering the planting area with a tree planting/mulching mat retained by partial burying. Mats will be of an approved material 1m x 1m).
 - (2) Plant whips adding the planting medium
 - (a) slow release fertiliser tablet(s)
 - (b) slow release fertiliser both to be in accordance with manufacturer's recommendations.
 - (3) Plant trees using a rutch planting method, using a Schlick or other suitable forest spade.
- 8.7 Watering In periods of particular dry weather, the Developer shall be required to water newly planted trees to ensure the survival of the plants.
- 8.8 Ties All missing ties shall be replaced by the Developer of the type specified and positioned in accordance with the planting diagram, reposition existing ties if necessary. Ties shall be checked for constriction and loosened to allow for the natural expansion of the stem. Tighten ties, which appear to be too loose, or if there are signs of chafing. Replace damaged or worn ties. All ties should be removed to see if tree still requires support. If weak reposition, it may be possible to shorten stake by 50% and re-tie.
- 8.9 Stake Inspection/ Where required the Developer shall inspect stakes for signs of damage, rot or fungal attack, such stakes shall be removed and replaced in the same position with a new stake of the size and type specified. Under no circumstances is the old stake end to be left in the ground. Stakes which show

(8.9 Cont'd)

movement or indicate instability shall be secured or repositioned if necessary. When the tree is no longer in need of staking, the ties shall be cut and the stake carefully removed from the ground and all removed from site. Where the Developer is required to completely remove the tree stake, he shall backfill the stake hole with topsoil consolidated by hand.

8.10 Weeding

In order to reduce competition, attack from pest and disease and maintain a neat and tidy appearance, grass and weed growth around the base of trees shall be controlled by the Developer. A radius of 150mm shall be treated with an approved herbicide around the base of each tree. Newly created borders up to two years shall be treated with a contact herbicide, applied at regular intervals to maintain a neat and tidy appearance between the periods between March and November. Established trees planted over two years shall be treated with an approved residual herbicide in February. Street trees and the like in small defined edged areas shall have the whole soil areas around the base treated. All herbicides shall be applied strictly in accordance with the suppliers specification. Adequate protection must be provided prior to the use of strimmers. All climbing plants such as Ivy and Honeysuckle, etc., shall be removed from the tree and base.

IMMATURE TREES

8.11 Definition

For the purpose of this Specification an Immature tree is one, which has not attained a height of 5.0m at the commencement of the Development.

8.12 Time of Planting

Unless otherwise agreed planting will take place during favourable weather conditions in the dormant season, which shall generally be from the first week in November to the last week in March inclusive. Evergreen shrubs shall, however, generally be planted between the first week in September and the last week in October inclusive, or the first week in April to the last week in May inclusive.

8.13 Temporary Storage

Upon arrival on the site all trees shall be planted in their respective positions without delay. On no account will roots be exposed to drying wind or sun for longer than is necessary. Planting will not take place during periods of frosty weather or cold winds, or when the ground is excessively wet. If trees cannot be planted immediately after delivery

(8.13 Cont'd)

they shall be heeled-in firmly packing soil well around the plant roots, in a suitable location agreed with the Technical Services Manager. The Developer shall ensure that no damage occurs to the plants on heeling-in and until the time of planting shall take all reasonable precautions where necessary, or as directed, watering and straw coverage to protect the plants from drying out and undue exposure to the sun and/or frost.

8.14 Initial Cultivation

The topsoil shall be cultivated to a depth of 150mm avoiding the disturbance of the subsoil, by approved mechanical means, or by hand cultivation on banks or confined areas. All stones, builder's rubbish, weeds, roots or other deleterious matter over 50mm diameter which is brought to the surface shall be removed from the site.

8.15 Planting of Trees/
Removal of Dead
Trees

On receipt of instruction from the Technical Services Manager, the Developer will replant dead or damaged trees. All trees will be pit planted into a medium of 50/50 Soil and Mulching Compost, which will be well mixed. The pit shall be of dimensions such that the free spread of roots is not affected and the depth shall be 50% deeper than the vertical extent of roots from the 'root collar'. During back filling, the planting medium shall be well trodden and the tree shall be kept vertical. The tree shall be supported in the following manner:

Tree will be of a bare-root, open ground or root ball type unless otherwise agreed with the Technical Services Manager.

<u>Size of Tree</u>	<u>No. of Stakes</u>	<u>No. of Ties</u>
Standard	1No.	2No.
Tall Standard	1No.	3No.
(or 2No. depending on location)		
Semi-mature Method by Agreement		
Small Whips	1No.	2No.
Whips & Feathered		
Trees	1No.	2No.
Large Whips	1No.	2No.

8.16 Semi-Mature Trees
and Advanced
Nursery Stock

The planting of semi-mature trees and advanced nursery stock is not covered in this Specification. All such work must be carried out in accordance with BS 4043 : 1989 "Recommendations for Transplanting root-balled trees" and a complete

(8.16 Cont'd)

specification for preparation of the tree, planting and aftercare must be agreed.

8.17 Standard Trees - Extra Heavy

Unless otherwise specified, standard trees shall be advanced nursery stock having a minimum overall height above ground of 2.75m above ground level. They shall be vigorous with a reasonably straight stem having a minimum circumference of 100mm when measured 600mm to 900mm above ground level, and shall be free from side growths to a height of 1.8m to 2m above ground level. According to species, standard trees shall have either a well-balanced branching head or a well defined straight and upright central leader with branches growing out from the stem with reasonable symmetry.

8.18 Tall/Heavy Standard

Unless otherwise specified, tall standard trees shall be advanced nursery stock having a minimum overall height above ground of 4.5m above ground level. They shall be vigorous with a reasonable straight stem having a minimum circumference of 125mm when measured 600mm to 900mm above ground level, and shall be free from side growths to a height of 2m to 2.4m above ground level. According to species standard trees shall have either a well balanced branching head or a well defined straight and upright central leader with branches growing out from the stem with reasonable symmetry.

8.19 Planting

Prior to planting all damaged roots and branches shall be cleanly removed and the cuts and wounds coated with an approved tree wound paint in accordance with BS 3998 (Recommendations for Tree Work).

Excavate planting holes for standard trees at least 75mm greater than the depth of the root system and wide enough to accommodate all of the roots without restriction. Holes shall be a minimum of 1m in diameter and 600mm in depth below finished ground level. On no account shall tree holes be left unfilled overnight.

The size of the planting pit will be such that no root has to be bent, folded or cut to accommodate the tree. The turf cut to allow for planting will be placed in the base of the hole after the bottom of the pit has been broken up using a fork inserted to a full spit depth. On areas that are box mown, all surrounding turf will be protected during the planting operation by the use of sheets or boards

(8.19 Cont'd)

and the tree planted in a circular pit, cut using a half moon iron. After planting, the sides of the pit will be earthed up and the surrounding turf swept clean. Planting will not take place whilst there is frost in the ground. In carrying out the planting operation, the Developer will ensure that the root collar of the tree is not buried and that the planting depth of the tree corresponds with its growth in the nursery.

Excavated subsoil shall be removed but excavated topsoil shall be returned into the bottom of the planting holes and two large shovels of tree and shrub planting compost incorporated by hand forking. Prior to planting sufficient additional topsoil to completely backfill the planting hole shall be obtained. Before any topsoil is placed in tree planting holes the exposed subsoil shall be loosened to a full spit depth and any compaction of the sides scarified.

Each tree shall be planted upright in the centre of the hole with the roots spread evenly outwards and downwards without restriction, and set at nursery level with due allowance for settlement. Having covered the roots with finely broken up soil, the remainder of the hole will be filled with topsoil into which has been incorporated 200 grammes per tree of fertiliser in the ratio of 12:18:12, (N:P:K) and which shall be trodden down to consolidate, and watered in dry weather.

8.20 Staking (Standard Trees)

Each standard tree shall be supported by a minimum 65mm diameter and 3m long (average) unpeeled larch stake pointed on one end and drive into each hole before planting to a depth of at least 900mm below finished level. Peeled larch and sweet chestnut stakes may be used, the lower 1 – 1.2m having been coated with a non-injurious wood preservative (not creosote or tar), allowing at least 150mm above ground level. The stake, which shall be on the windward side of the tree and as near the tree as possible, shall not interfere with the free movement of the branches. After planting the stake shall be reduced in height where necessary, and should not be higher than 60% of the overall height of the tree.

Tall standard trees may require double staking, particularly in exposed positions. Two stakes as above shall be driven firmly on either side of the tree with a cross bar or webbing strip to which the stem is attached.

- 8.21 Tying Each tree shall be securely fixed with "Tom's" reinforced rubber tree ties or other approved, two ties for each standard tree and three for each tall standard tree, positioned to prevent any abrasion of the main stem. Tree ties should be positioned 25mm from top of stake and half way down stake. Nail through tie, into stake to secure and prevent slipping.
- 8.22 Tree Guards Where required, each standard tree shall be protected after planting by a 1.8m high tree guard of galvanised weldmesh (25 x 75mm x 10 s.w.g.) as approved. The guards shall be secured to the stakes with galvanised staples in an approved manner which allows easy adjustment of the ties, does not impede natural movement or restrict growth, and which leaves a 100mm gap between the base of the guard and the finished ground level.
- 8.23 Specimen Trees in Paved Areas Where required excavate a pit 2.5m x 2.5m x 1m deep and backfill with topsoil and consolidate. Drainage may be required to the bottom of the pit in certain site conditions, and should be connected to the surface water drainage system. Trees shall then be planted as described above. They will require guards for protection, which may need to be more substantial and permanent than the above (e.g. wrought iron). All paving surrounding the tree shall be such as to allow free passage of air and water to the soil beneath. This may be by means of purpose made tree grill (e.g. precast concrete or cast iron) or by using small unit paving (e.g. bricks) with open joints and left ungrouted.
- 8.24 Existing Trees Where existing trees are to be incorporated within the approved landscape design, all associated work is to be with the agreement of the Wiltshire Council Forestry and Countryside Officer.

9 WHIPS OR FEATHERED TREES

- 9.1 Small Whips Small whips shall have a defined straight and upright stem to a height of between 1m and 1.2m above ground level. They shall be well furnished with lateral shoots and shall have been transplanted to encourage fibrous root systems.
- 9.2 Staking (Whips or Feathered Trees) Each large whip shall be supported by a minimum 40mm diameter average 2.2m long unpeeled larch stake pointed at one end and driven into each hole before planting to a depth of at least 900mm below the finished level. The stake shall be on the windward side of the whip and as near the whip as possible, but where necessary and where directed, any side growths, which obstruct effective attachment to the stake, shall be cleanly removed and the cuts painted with an approved tree wound paint. Each whip shall be securely fastened with at least one approved tree tie positioned in such a manner as to prevent any abrasion of the main stem.
- 9.3 Planting (Small Whips and Feathered Trees) Each whip shall be placed upright in the centre of a hole large enough to accommodate the roots without restriction or damage. The whips shall be set at nursery level with due allowance for settlement and with roots spread evenly outwards and downwards. Having covered the roots well with finely broken up soil, the remainder of the excavated soil into which has been incorporated 100 grammes per whip of fertiliser in the ratio of 12:18:12 (N:P:K), shall be returned, trodden down to consolidate and watered in dry weather.
- 9.4 Large Whips Large whips shall have a defined straight and upright stem to a height of between 1.5m and 1.8m above ground level. They shall be well furnished with lateral shoots and shall have been transplanted to encourage fibrous root systems.
- 9.5 Planting Excavate planting holes for large whips at least 75mm greater than the depth of the root system and wide enough to accommodate all the roots without restriction. Holes shall be a minimum of 600mm in diameter and 600mm in depth below finished ground level. On no account shall tree holes be left unfilled overnight. Excavated subsoil shall be removed as previously specified but excavated topsoil shall be returned into the bottom of the planting holes and two large shovels of well

(9.5 Cont'd)

matured straw farmyard manure incorporated by hand forking. Prior to planting sufficient additional topsoil to completely backfill the planting hole shall be obtained. Before any topsoil is placed in tree planting hole, the exposed subsoil shall be loosened to a depth of one full spit and any compaction of the sides scarified. Each whip shall be planted upright in the centre of the hole with the roots spread evenly outwards and downwards without restrictions and set at nursery level with due allowance for settlement. Having covered the roots with finely broken up soil, the remainder of the hole shall be filled with topsoil into which has been incorporated 100mm grammes per whip of fertiliser in the ratio of 12:18:12 (N:P:K), and which shall be trodden down to consolidate, and watered in dry weather.

- 9.6 Replacement Trees The Developer shall be responsible for maintaining all planted trees and for the replacement of failures or unsatisfactory plants during the first year with similar species in the same manner as detailed above at a suitable season at his own expense.

Trees will be bare-root, open ground or root ball type trees.

MATURE TREES

- 9.7 Definition Mature trees for the purposes of this Specification are those that have exceeded 5.0m in height.

10 FENCING (INCLUDING GATES)

Approved types of fence construction acceptable for adoption include the following:-

- (i) Close board fence 1.8m high.
- (ii) Timber palisade fence 1.8m high.
- (iii) Chain link fence 1.8m high.
- (iv) Low timber palisade gate.

Typical acceptable details of the above are attached as Appendices A-D.

Where the Developer wishes to use a different style or standard of fence/gate the details must be submitted to the Technical Services Manager for approval at the submission stage and agreement reached prior to construction/installation.

Details of other similar items to be offered for adoption must be presented in a similar format and agreement (in writing) reached prior to construction/installation.

11 HARD LANDSCAPING DETAILS

Approved forms of construction acceptable for adoption include the following:

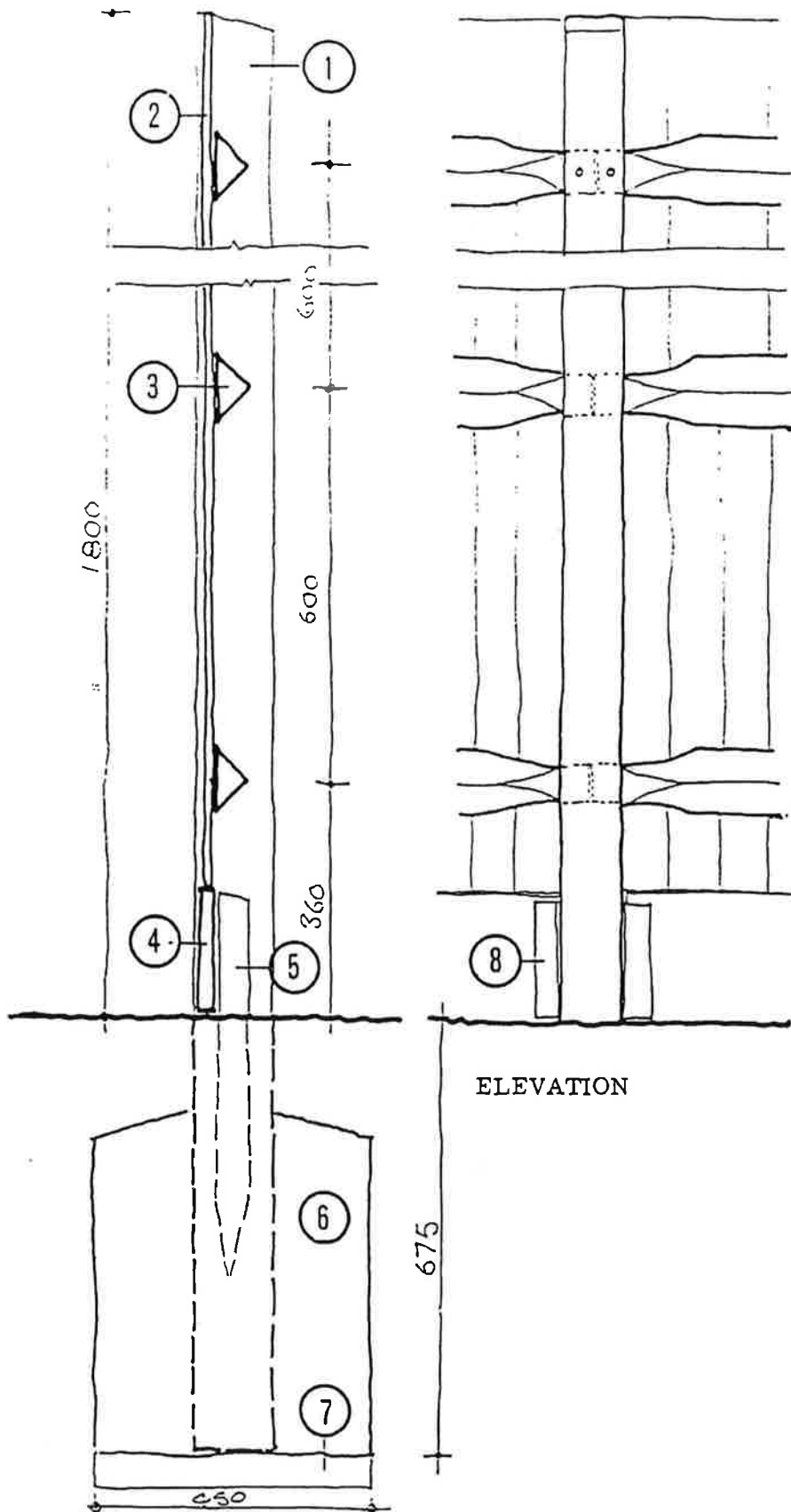
- (i) Sealed gravel paving.
- (ii) Compact hoggin paving.
- (iii) Pre-cast concrete flat paving.
- (iv) Mono slab grass/concrete paving.
- (v) Precast concrete edging.
- (vi) Granite sett trim.
- (vii) Timber board edging.
- (viii) Brick on edge edging.
- (ix) Cast iron free surround.

Where the Developer wishes to use different surface treatments or provide differing surface features then detail must be submitted to the Technical Services Manager for approval at the submission stage and agreement reached prior to construction/installation.

Typical acceptable details of the above are attached as Appendices E-K incl.

12 EQUIPPED PLAY SPACES

Where the requirement for equipped play spaces have been identified in the Supplementary Planning Guidance:- 'Recreation space, Public open space and Private amenity spaces in Residential areas', they should be installed in accordance with the Wiltshire Council Equipped Play Space Specification.



ELEVATION

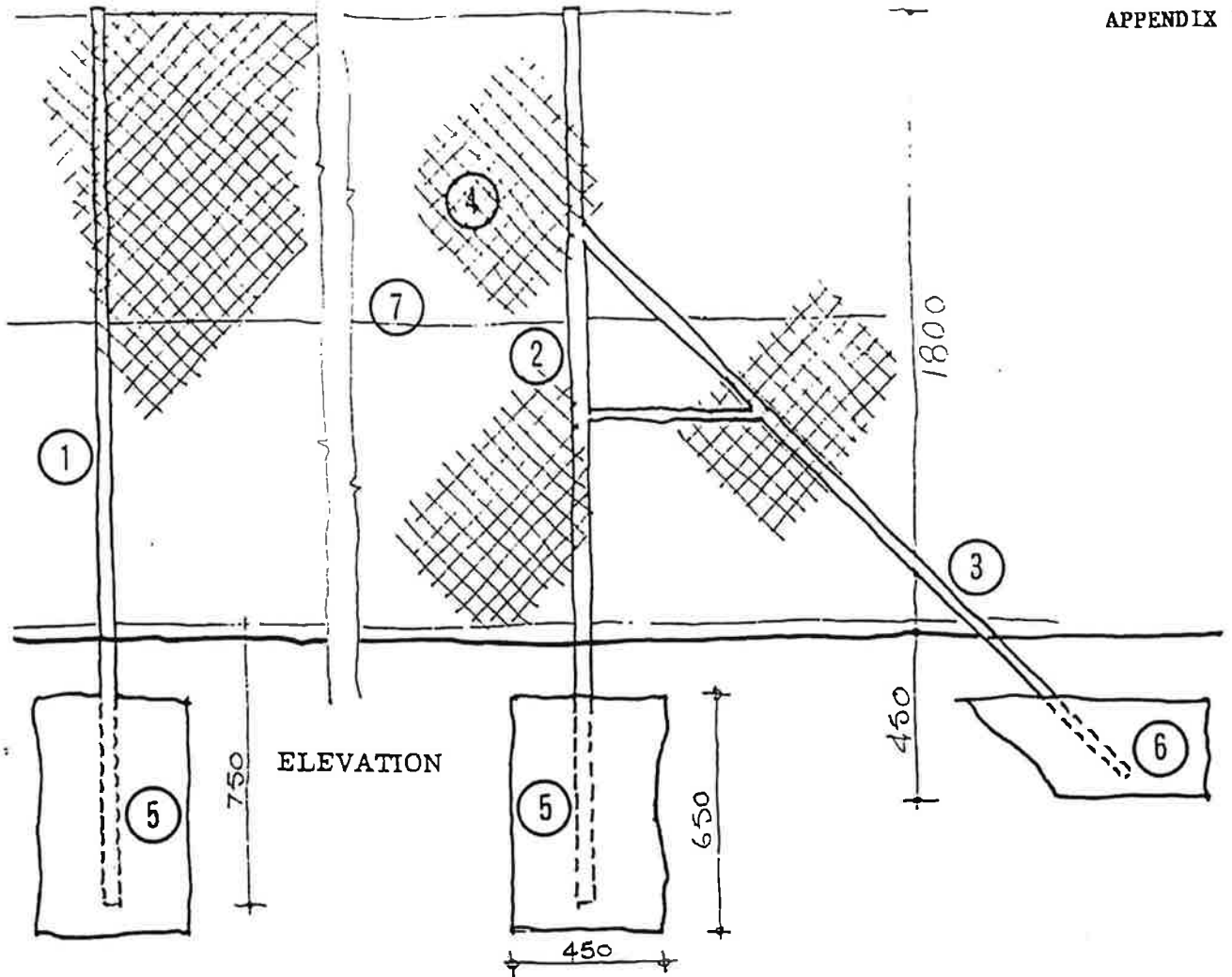
1. 100 x 100 mm oak post at 2.7 m max. centres morticed as required by BS 1722, pt 5.
2. 90 x 14 mm tapered to 7 mm oak boarding. 50 mm galv. nail fixing.
3. 75 x 75 mm triangular arris rail shaped to fit mortices. Top rail only to have 15 mm oak peg fixing.
4. 200 x 25 mm gravel board.
5. 50 x 50 x 600 mm stump let into ground at centre of gravel board.
6. 450 x 450 x 525 mm concrete surround to post. Concrete mix 1:6.
7. 50 mm coarse aggregate.
8. 50 x 38 mm bearers nailed to post and gravel board.

NOTE: All timber shall be pressure impregnated with preservative as specified.

Timber quality shall be as noted in BS 1722, pt 5, Appendix N.

Ground slopes accommodated by inclining the arris rails in their mortices up to a maximum of 15 degrees

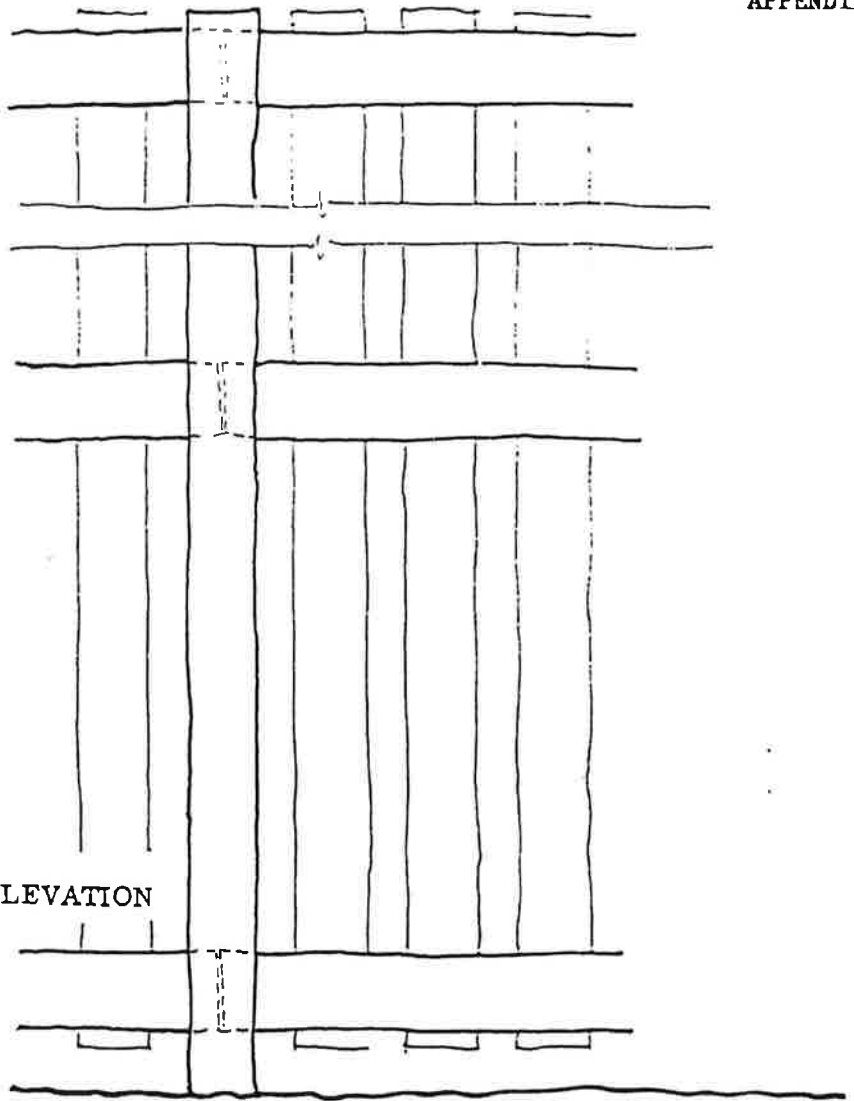
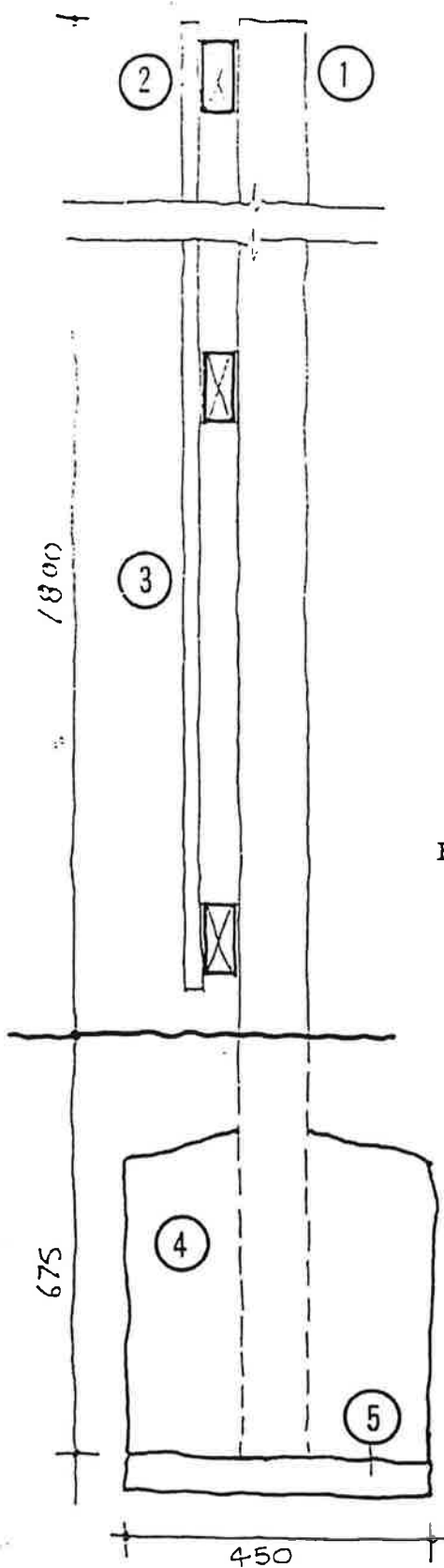
project		
drawing EXTERNAL WORKS DETAIL Close board fence 1.8 m high		
scale	approved	date



1. 38 x 38 mm RHS 2.6 mm thick intermediate post, 3.0 m spacing, galvanised mild steel paint finish. Posts to be drilled to receive stirrup wire.
2. 50 x 50 mm RHS x 3.2 mm thick straining post at corners, ends and changes of direction and 150 m intervals on straight runs.
3. 25 mm x 25 mm RHH x 20 mm thick strut and brace.
4. Chain link fence wire to comply with BS 4102, plastic coated, 50 mm mesh. Heavy grade.
5. 450 x 450 x 650 mm concrete foundation to posts, concrete mix 1:6.
6. 450 x 300 x 300 concrete foundation to strut concrete mix 1:6.
7. Plastic coated line wire 3.0 mm diameter core.

Note Winding brackets, stretcher bars, and other fittings and materials shall be as specified in BS 1722 Part 1.

project		
drawing		
EXTERNAL WORKS DETAIL Chain link fence 1.8 m high		
scale	approved	date
1:20		

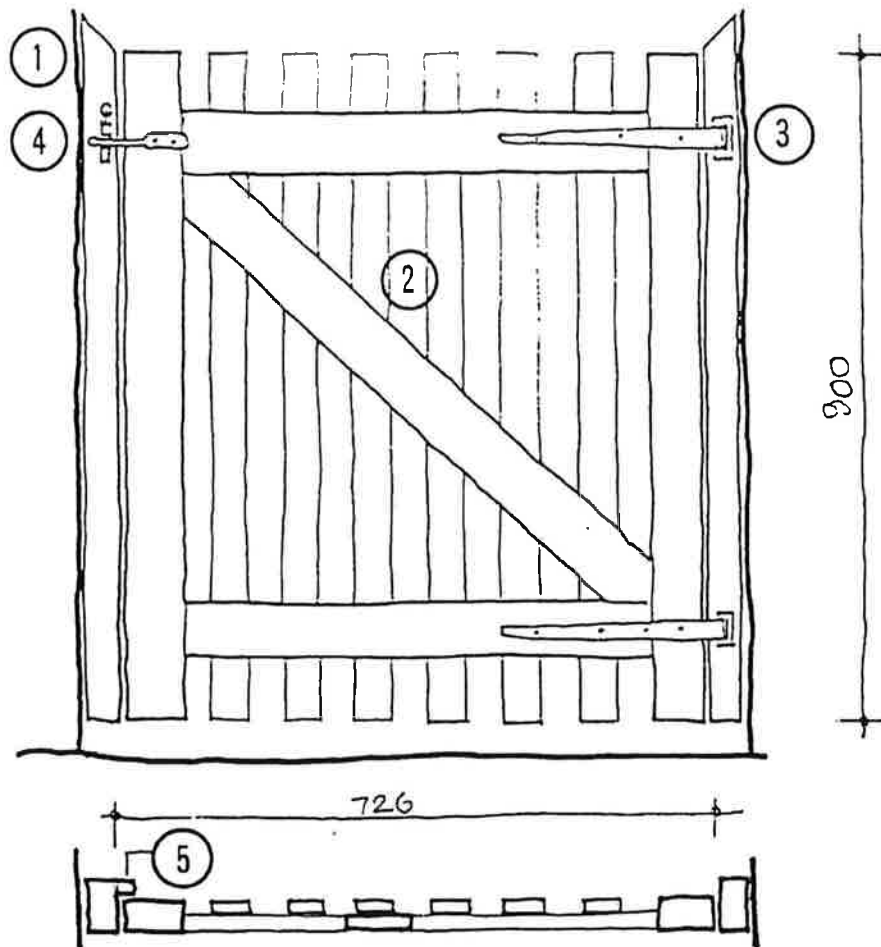


ELEVATION

1. 100 x 125 mm oak post 1.8 m centres.
2. 100 x 50 mm s.w. rail fixed to posts with 2 no. 125 mm galvanised nails per end.
3. 100 x 25 mm s.w. pale fixed to rails at 150 mm centres with 2 no. 65 mm galvanised nails per rail.
4. 450 x 450 mm 1:6 concrete surround to post.
5. 50 mm coarse aggregate.

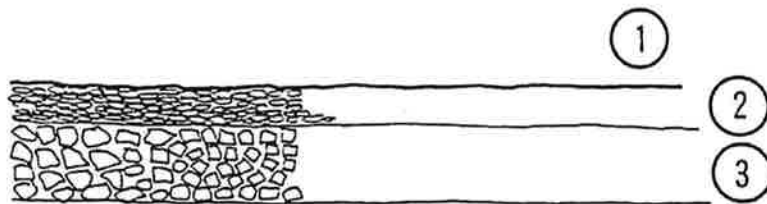
NOTE: All timber to be pressure impregnated with preservative as specified. Finish to be 2 coats wood dye as specified.

project		
drawing		
EXTERNAL WORKS DETAIL Timber palisade fence 1.8 m high		
scale	approved	date
1:10		



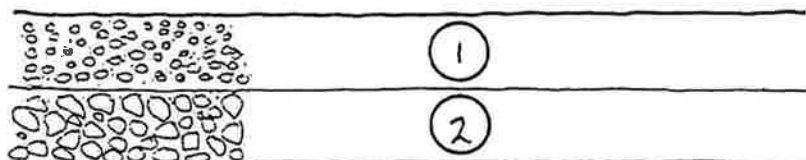
1. 44 x 69 mm wrot softwood gate posts, weathered top ends, bolted to brickwork with 2 no. 10 mm x 100 mm expanding bolts, bolt heads recessed. Paint finish.
2. Wrot softwood gate constructed in accordance with BS 4092, pt 2, 1966. Pales to be 19 mm x 71 mm wrot softwood fixed at 100 mm centres.
3. 1 pair 300 mm galvanized mild steel tee hinges to BS 1227. 35 mm sherardized screw fixing.
4. Automatic gate latch, galvanized finish 25 mm sherardized screw fixing.
5. 25 x 25 mm softwood planted gate stop. 50 mm sherardized screw fixing 450 mm centres.

project		
drawing EXTERNAL WORKS DETAIL Low timber palisade gate		
scale 1:10	approved	date



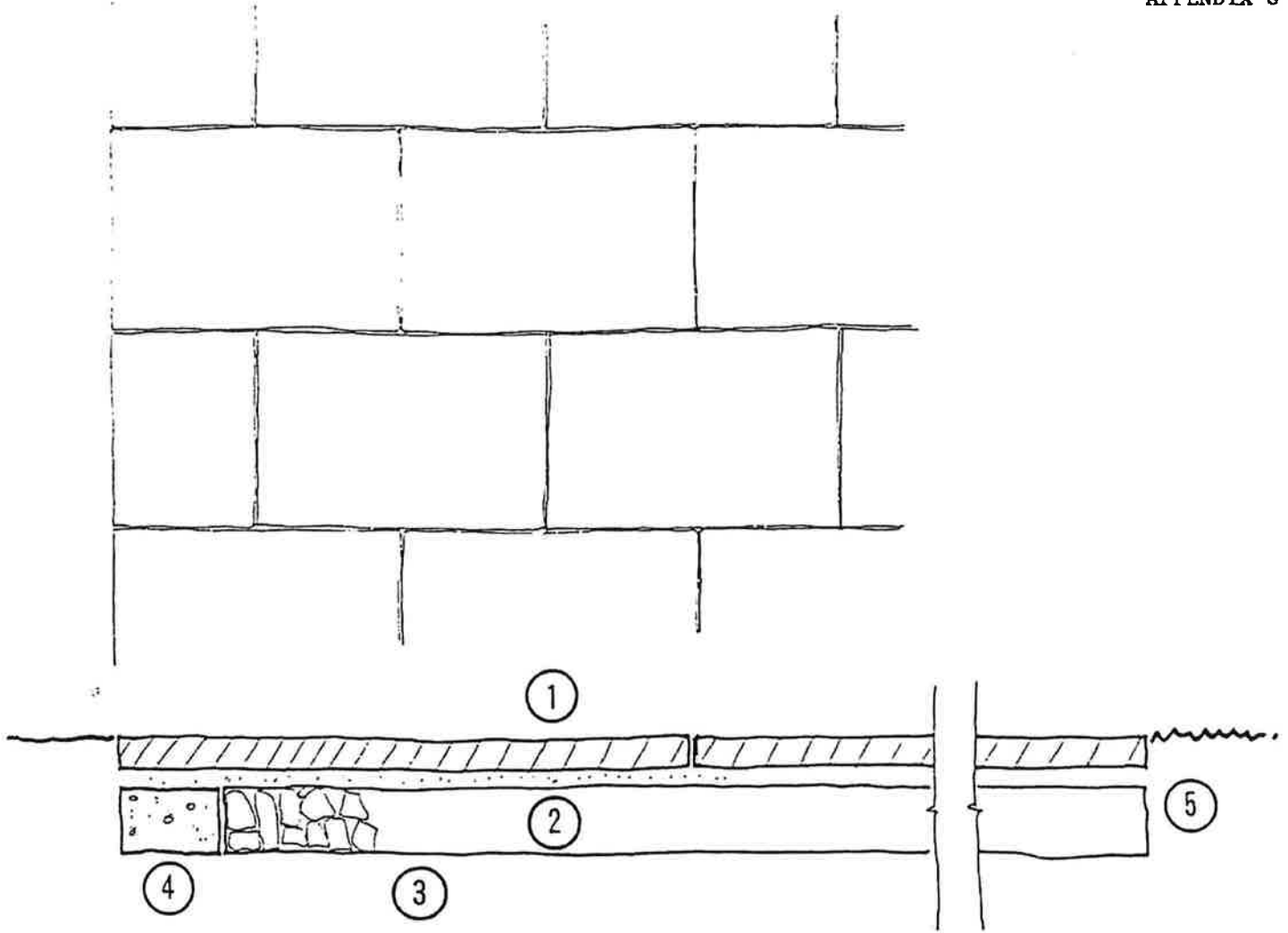
1. 6 mm rolled gravel topping with binder of cut-back bitumen to BS 3690.
2. 45 mm bitumen macadam, 20 mm aggregate.
3. 100 mm hardcore well consolidated with a 508 kg vibrating roller or equivalent.

project		
drawing EXTERNAL WORKS DETAIL Sealed gravel paving		
scale 1:10	approved	date



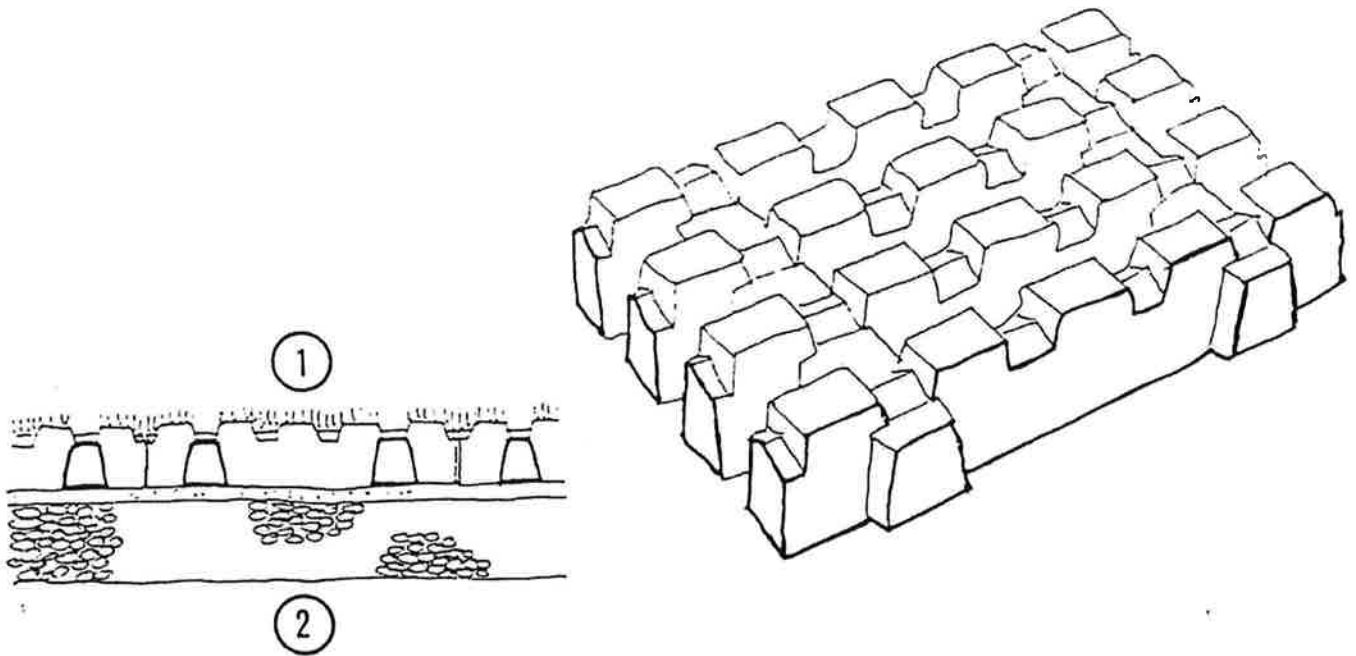
1. 100 mm compacted clean furnace clinker rolled with a 508 kg vibrating roller. Top surface blinded with fine hoggin, watered and rolled to a compacted thickness of 12 mm with a 508 kg vibrating roller.
2. Hoggin with maximum particle size of 50 mm, watered and rolled to a compacted thickness of 100 mm with a 508 kg vibrating roller.

project		
drawing EXTERNAL WORKS DETAIL Compact hoggin paving		
scale 1:10	approved	date



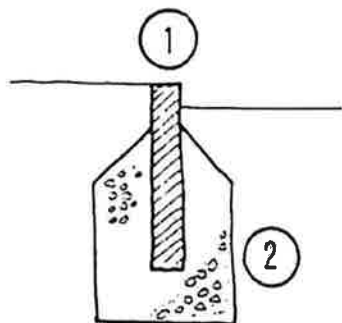
1. 50 mm x 600 x 900 mm precast concrete flags to BS 368: 1971, natural finish, butt joints.
2. 25 mm sand bed
3. 100 mm hardcore well consolidated with a 508 kg vibrating roller or equivalent.
4. 100 x 150 mm concrete edging to cultivated areas only
5. Detail of paving adjoining turfed area.

project		
drawing EXTERNAL WORKS DETAIL Pre-cast concrete flag paving		
scale 1:10	approved	date



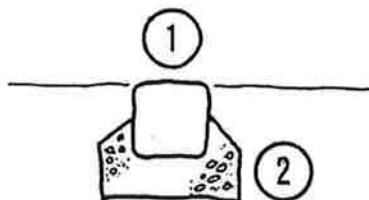
1. Monoslabs Type G, manufactured by Mono Concrete Limited and laid on 20 mm sand in accordance with their recommendations. Interstices to be filled with topsoil to a level of 25 mm below the upper surface of the slab and seeded with grass seed to BS 4428:1969 as specified.
2. 125 mm sub base granular material MOT Type 2 (Specification 1969 cl. 804).

project		
drawing		
EXTERNAL WORKS DETAIL Monoslab grass/concrete paving		
scale	approved	date
1:10		



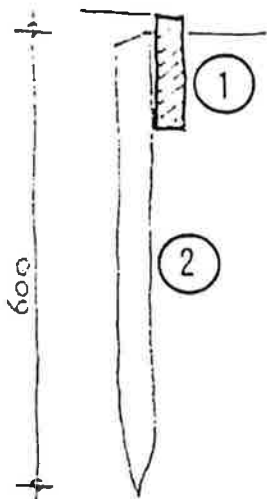
1. 50 x 250 mm precast concrete edging.
2. 75 mm concrete surround 1:2:4 mix.

project		
drawing EXTERNAL WORKS DETAIL Pre-cast concrete edging		
scale	approved	date
1:10		



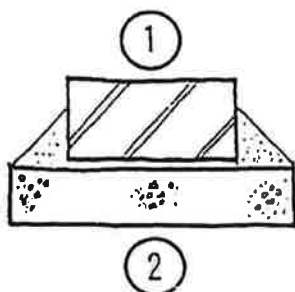
1. Single course second hand 100 x 100 x 100 mm granite setts.
2. 75 mm concrete bed 1:2:4 mix.

project		
drawing EXTERNAL WORKS DETAIL Granite sett trim		
scale	approved	date
1:10		



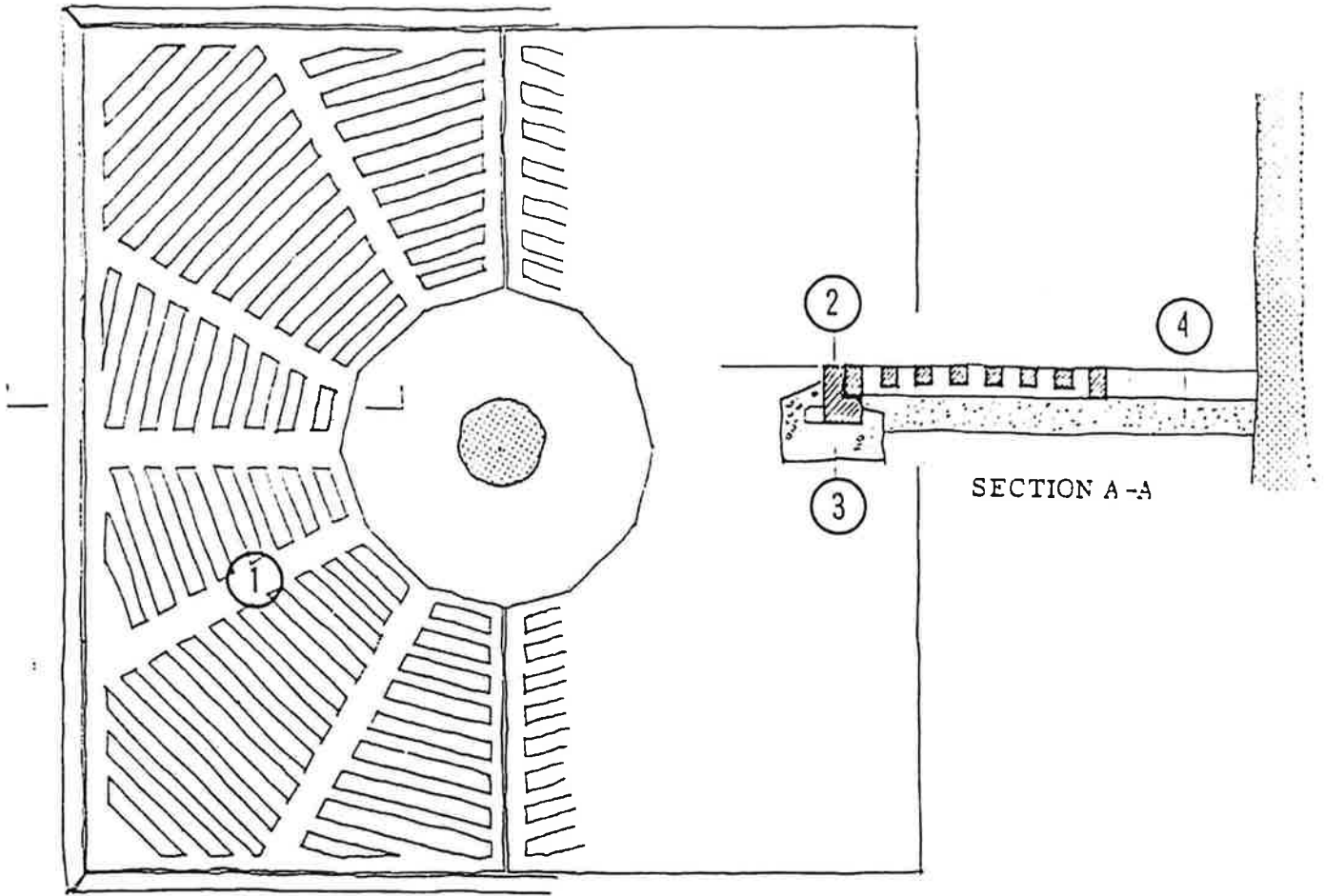
1. 150 x 38 mm softwood board pressure impregnated with preservative as specified, nailed to pegs with 65 mm galvanised nails.
2. 50 x 50 mm softwood pegs pressure impregnated with preservative as specified, driven into the ground at 1.2 m centres

project		
drawing EXTERNAL WORKS DETAIL Timber board edging		
scale	approved	date
1:10		



1. Brick on edge on 1:3 cement mortar bed and mortar haunching. All joints mortar pointed.
2. 75 mm concrete foundation 1:2:4 mix.

project		
drawing EXTERNAL WORKS DETAIL Brick on edge edging		
scale	approved	date
1:10		



1. Cast iron tree grid 1219 mm square as specified.
2. Cast Iron angle surround supplied with grid.
3. 75 mm concrete bed and haunching to surround
4. 50 mm hoggin.

project		
drawing		
EXTERNAL WORKS DETAIL Cast iron tree surround		
scale	approved	date
1:10		

**WILTSHIRE COUNCIL
FIXED PLAY AREA SPECIFICATION
JANUARY 2021**



CONTENTS

- 1. NATIONAL PLAYING FIELDS ASSOCIATION (NPFA) DEFINITIONS**
- 2. WILTSHIRE COUNCIL (WC) FIXED PLAY AREA CHARACTERISTICS**
- 3. WC STANDARD SPECIFICATION EXAMPLES**
- 4. MAINTENANCE COSTS**
- 5. RECOMMENDED PLAY EQUIPMENT PROVIDERS**
- 6. EXAMPLE SIGN**

NATIONAL PLAYING FIELD ASSOCIATION DEFINITIONS

Designated play areas are areas for children and young people containing a range of facilities and an environment that has been designed to provide focused opportunities for outdoor play comprising casual or informal playing space within housing areas. These play areas comprise LAPs, LEAPs and NEAPs

LAP (Local Area for Play):

A small area of open space specifically designated and primarily laid out for very young children to play close to where they live i.e. within one minute's walking time. LAPs are designed to allow for ease of informal observation and supervision and primarily function to encourage informal play and social interaction for toddlers. The LAP requires no play equipment as such, relying more on demonstrative features indicating that play is positively encouraged.

LEAP (Locally Equipped Area for Play):

An area of open space specifically designed and laid out with features including equipment for children who are beginning to play independently. The number and nature of equipment and structures is a matter for local decision, though provision for a minimum number of six play experiences is recommended.

Play features including equipment are an integral part of the LEAP and the attractiveness of such spaces, though it is also important that the space can be used for physical activity and games.

NEAP (Neighbourhood Equipped Area of Play):

This is an area of open space specifically designated, laid out and equipped mainly for older children but potentially with play opportunities for younger children as well. It can provide play equipment and a hard surface area for ball games or wheeled activities such as roller skating or cycling. It may provide other facilities such as a ramp for skateboarding, a rebound wall, and a shelter for meeting and socialising. NEAPs can often be combined with LEAP provision.

NOTE:

As Wiltshire Council see little play value in a LAP it will look at options to enlarge other play areas on the development or substitute a Trim Trail for the LAP. As there is no NPFA standard for a Trim Trail (there is the EN16630 quality spec) discussions on the design will be on a case by case basis, with the expectation that the developer would not need to spend more than the cost of the LAP on the Trim Trail.

WILTSHIRE COUNCIL FIXED PLAY AREA CHARACTERISTICS

LAP (LOCAL AREA FOR PLAY)

Please note that due to the general lack of play value and relatively high maintenance costs Wiltshire Council would prefer not to have equipped LAP's on residential developments, if appropriate, consideration will be given to Trim Trails instead.

- Has a minimum activity zone area of 100 m².
- Caters for children up to 6 years of age.
- Is within 10 minute's walking time from home.
- Has a buffer zone of not less than 5m in depth between the activity zone and the boundary of the nearest dwelling. This should include planting to enable children to experience natural scent, colour and texture.
- Is overlooked by nearby houses.
- Gable ends or other exposed walls should be protected from use for ball games by, for example, providing a strip of dense planting of 1 m minimum depth.
- Is positioned beside a pedestrian pathway on a well-used route.
- Occupies a reasonably flat, well-drained site with grass or a hard surface.
- Contains features that enable children to identify the space as their own domain, e.g. low key games such as hopscotch, a footprint trail, mushroom style seating etc.
- Any playground equipment provided must conform to EN 1176.
- Contains adequate seating for parents and/or carers.
- Provides one litter bin
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter, with contrasting coloured outward opening self-closing pedestrian gate (red / yellow) to prevent access by dogs.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign indicating:
 - The area is solely for use by children up to 6 years.
 - Adults are not allowed unless accompanied by children;
 - Dogs are excluded.
 - Smoking is prohibited

LEAP (LOCAL EQUIPPED AREA FOR PLAY)

- Has a minimum activity zone area of 400 m².
- Caters for children from 4 to 8 years of age.
- Is within 10 minutes' walking time from home.
- Has a buffer zone of not less than 10m in depth between the activity zone and the boundary of the nearest dwelling. This zone should include planting to enable children to experience natural scent, colour and texture.
- Should not have play equipment overlooking nearby gardens.
- Is positioned by a pedestrian pathway on a well-used route.
- Occupies a well-drained site with a grass or hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN 1177.
- Contains at least 5 types of play equipment, of which at least two are individual pieces, rather than part of a combination multi-play unit. Inclusivity should be seen as key and therefore at least one inclusive item should be included. Each type of play equipment should be designed to stimulate one of the following activities:
 - Balancing
 - Rocking
 - Climbing/Agility
 - Sliding
 - Social playAdditional items may focus upon rotating, swinging, jumping, crawling, viewing, counting or touching.
- The playground equipment must conform to EN 1176.
- Contains adequate seating for parents and/or carers.
- Contains two litterbins.
- Has adequate space around the equipment to enable children to express their general exuberance and play games of 'tag' or 'chase'.
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening, self closing gates of contrasting colour to the fencing (yellow / red), on opposite sides of the play area, to deter entry by dogs and to restrict opportunities of bullying.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign indicating:

- The area is solely for use by children up to 8 years.
- Adults are not allowed unless accompanied by children;
- Dogs are excluded.
- Location of nearest public telephone.
- Name and telephone number of the operator of the facility to report any incident or damage to the play equipment.
- Smoking is prohibited

NEAP (NEIGHBOURHOOD EQUIPPED AREA FOR PLAY)

- Has a minimum activity zone area of 1000 m² that is divided into two parts; one containing a range of playground equipment and the other having a hard surface of at least 465 m² (the minimum area needed to play five-a-side football).
- Caters predominantly for older children.
- Is within 12-13 minutes' walking time from home.
- Has a buffer zone of not less than 30m in depth between the activity zone and the boundary of the nearest dwelling. A greater distance maybe needed where purpose built skateboarding facilities are provided. This zone should include planting to enable children to experience natural scent, colour and texture.
- Positioned beside a pedestrian pathway on a well-used route.
- Occupies a well drained site with both grass and hard surfaced areas and featuring an appropriate impact absorbing surface beneath and around the play equipment conforming to EN 1176.
- Contains at least 8 types of play equipment comprising:
 - At least 1 item to stimulate rocking, tough, social or development play among younger children;
 - At least 2 items to facilitate sliding, swinging or moderate climbing;
 - At least 5 items to encourage either more adventurous climbing, single point swinging, balancing, rotating or gliding (e.g. cableway). At least 3 of these items should be individual play items rather than part of a combination multi-play unit.
 - At least one of the above needs to be an inclusive item.
- The playground equipment must conform to EN 1176.
- Contains adequate seating for parents and/or carers in the vicinity of the play equipment and other seating within the hard surfaced games area.
- Contains litterbins at each access point and in the proximity of each group of seats.
- Has a convenient and secure parking facility for bicycles.

- Has adequate space around the equipment to enable children to express their general exuberance and play and play games of 'tag' or 'chase'.
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening, self closing gates of contrasting colour to the fencing (yellow / red), on opposite sides of the space, to deter entry by dogs and to restrict opportunities for bullying.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign to indicate:
 - The area is solely for use by children up to 14 years.
 - Adults are not allowed in the equipped space unless accompanied by children;
 - Dogs are excluded;
 - Name and telephone number of the operator of the facility to report any incident or damage to the play equipment;
 - Location of nearest public telephone.
 - Smoking is prohibited.

WILTSHIRE COUNCIL STANDARD SPECIFICATION EXAMPLES

(2020 prices)

Below are examples of equipment that meets the WC specification provided and has been identified as such by providers recently used by Wiltshire Council.

LAP (LOCAL AREA FOR PLAY) - Only accepted under exceptional circumstances

Low Key Games/Equipment Examples:

Multi-Play Unit:

Proludic Tema Multi Play: Supply £3,846

Playdale Little City Toulouse £2,739

Eibe Ecorino Slide Ascent 145 £1,833

HAGS Unimini Jarro £3,880

Wicksteed Cloud £3,000

AVERAGE £3,060

Small Swing:

Proludic Primo Cradles: Supply £1,526,

Playdale City Cradle Swing £2,241

Eibe Luna Double Swing £1,994

HAGS 1.8 Olympic Cradle £1,250

Wicksteed Single Bay Viking Swing £1,800

AVERAGE £1,762

Small See-Saw:

Proludic 4 Person See-Saw: Supply £1,325

Playdale Twin Rider £2,347

Eibe Double Swing Rocker Bumble Bee £699

HAGS Zingo Roko £815

Wicksteed Glow Worm £1,600

AVERAGE £1,357

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices.

Proludic Rubber Mulch £4,949 Grassmat £1,092

Playdale Rubber Mulch £4,104, Grassmat £3,410

Eibe Rubber Mulch £2,941 Grassmat £1,663
HAGS Rubber Mulch £4,275 Grassmat £1,835
Wicksteed Rubber Mulch £4,000 Grassmat £1,500
AVERAGE Rubber Mulch £4054, Grassmat £1,900

Seating and Bins:

Seating e.g. Proludic Chaumont Bench £581, Playdale City Seat £748, Eibe Monica Bench £329, HAGS Essentials Seat £205, Wicksteed Keyston Seat £580

AVERAGE £489

Bin: e.g. Proludic Bin £322, Playdale Closed Top Litter Bin £721, Eibe Wooden Bin £310, HAGS Ellipse Bin £555, Wicksteed Keyston Metal Litter Bin £300

AVERAGE £442

Bowtop Fencing and Self Closing Gates

Install approximately 42 linear meters of 1m high Black Powder Coated Bowtop Fencing

Approximate Cost: £2,100

Install 1 No 1.2m wide red self-closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Install 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high.

Approximate Cost £532.

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign.

Approximate Cost £250

Delivery and Installation

Approximate Cost (using Rubber Mulch safety Surfacing) £14835 + 13% = **£16,764**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council LAP: £16,764 + £450 = £17,214

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

LEAP (LOCAL EQUIPPED AREA FOR PLAY)

Equipment Examples:

Multi-Play Unit: e.g. Proludic Diabolo Multi Play £13,389

Playdale Big City Salt Lake City Plus £6,736

Eibe Kibo £8,706

HAGS Nexus Altitude 5 with bannister rails £8,665

Wicksteed XS Cyclone Meso £11,900

AVERAGE £9,879

Balancing: e.g. Proludic Slack Line £1,677,

Playdale City Wobble Board £1,341

Eibe Wobbly Bridge £2,067

HAGS NRG Klondike £1,425

Wicksteed Longboard £1,332

AVERAGE £1,568

Rocking: e.g. Proludic 4 Person See Saw £1,325,

Playdale Quad Rider £1,999

Eibe Four seater Beetle Spring Rocker £1,331

HAGS Turtle 4 Way Springer £645

Wicksteed Cockerel 4 Way £1,600

AVERAGE £1380

Climbing/Agility: e.g. Proludic Climbing Wall £2,579,

Playdale City Swing Steps £1,763

HAGS NRG Kakum Canopy Walk £2,220

Wicksteed Clatter Bridge £2,300

AVERAGE £2215

Social Play: e.g. Proludic Hip Hop £3,655,

Playdale Inclusive Orbit £5,099

Eibe Satellite Carousel £2,671

HAGS Roty £1,860

Wicksteed Solar Spinner £3,520

AVERAGE £3,361

Swinging: e.g. Proludic POD Swing £2,914,
Playdale City Team Swing (2 Bay) £4,695
HAGS Essentials 2.4m High Steel Flat Seat Swing £1,640
Wicksteed Swing (1 Bay, 2seats) £3,000

AVERAGE £3062

Jumping: e.g. Proludic Trampoline £3,408,
Playdale 5 x Rubber Steps £605
HAGS NRG Ross Ice Shelf £500
Wicksteed Step Link £2,500

AVERAGE £1753

Viewing Counting or touching: e.g. Proludic Maze Play Panel £1,600,
Playdale Ball Maze Play Panel £1,133
HAGS 3 in a Row Play Panel 2 Steel Posts £895
Wicksteed Crazy Mirrors £1,203

AVERAGE £1208

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices).

Proludic Rubber Mulch £15,060, Grassmat £4,256
Playdale Rubber Mulch £14,725, Grassmat £3,410
Eibe Rubber Mulch £5,283 Grassmat £3,217
HAGS Rubber Mulch £20,535 Grassmat £12,359
Wicksteed Rubber Mulch £15,000 Grassmat £4,000

AVERAGE Rubber Mulch £14,120 Grassmat £5,448

Seating and Bins:

- Seating e.g. Proludic Chaumont Bench £581 x 2 = £1162, Playdale City Seat £748 x 2 = £1496, Eibe Monica Bench £329 x 2 = £658, HAGS Essentials Seat £205 x 2 = £410, Wicksteed Keyston Seat £580 x 2 = £1,160

AVERAGE £978

- Bin: e.g. Proludic Bin £322 x 2 = £644, Playdale Closed Top Litter Bin £721 x 2 = £1442, Eibe Wooden Bin £310 x 2 = £620, HAGS Ellipse Bin £555 x 2 = £1,110, Wicksteed Keyston Metal Litter Bin £300 x 2 = £600

AVERAGE £884

Bowtop Fencing and Self Closing Gates

Supply approximately 72 linear meters of 1m high Black Powder Coated Bowtop Fencing

Approximate Cost: £3,600

Supply 1 No 1.2m wide red self closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Supply 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high.

Approximate Cost £532.

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost (using Rubber Mulch safety Surfacing) £45,579+ 13% = **£51,504**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council LEAP: £51,504 + £450 = £51,954

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

NEAP (NEIGHBOURHOOD EQUIPPED AREA OF PLAY)

Equipment Examples:

Multi-Play Unit: e.g. Proludic Ixo Multi Play £13,612,

Playdale Big City Atlanta Plus £15,500,

Eibe Ecorino Kilimandscharo £13,963

HAGS Nexus Altitude 13B £12,415

Wicksteed Tree Tops Tower Copa £14,000

AVERAGE £13,898

Rocking: e.g. Proludic Hip Hop £3,655,

Playdale Rota Bounce £3,249

Eibe Stand up Spring Rocker £1,185

HAGS Swingo £2,140

Wicksteed 4 Saw £1,500

AVERAGE £2,345

Swinging: e.g. Proludic POD Swing £2,914,

Playdale City Team Swing (2 Bay) £4,695

HAGS Essentials 2.4m High Steel Basket Swing with 2 Flat Seats £3,620

Wicksteed Traditional Swing (2 Bay, 4 Seats) £3,500

AVERAGE £3,682

Moderate / Adventurous Climbing: e.g. Proludic Vertical World £8,826,

Playdale Big City Stockholm Plus £19,037

Eibe Alvier Solo £9,988

HAGS Essential Core £7,550

Wicksteed Trojan Ant Hill Climber £7,000

AVERAGE £10,480

Single Point Swinging: e.g. Proludic Hurricane £5,845,

Playdale Mega Swing £4,399

Eibe Circular Swing £7,590

HAGS Cyclops £4,290

Wicksteed Pendulum Swing with Basket £6,000

AVERAGE £5,625

Balancing: e.g. Proludic Slack Line £1,677,
Proludic City Wobble Board £1,341
Eibe Disco Fox £807
HAGS Freeride £1,550
Wicksteed Longboard £1,000
AVERAGE £1,275

Rotating: e.g. Proludic Roll Up £1,798,
Playdale Inclusive Orbit £5,099
Eibe Satellite Carousel £2,671
HAGS Tornado £2,275
Wicksteed G Force £3,500
AVERAGE £3,069

Gliding: e.g. Proludic Aerospeed £6,740,
Playdale 26m City Aerial Runway £7,835
Eibe Ariel Cableway Sierra £4,703
HAGS 30m Mantis £6,435
Wicksteed 30m Combat Cableway £6,000
AVERAGE £6,343

Tarmac Area:

465m2 Tarmac (including subbase & PCC edging) installed. Approximate Cost £33,945
Accessories: e.g. 2 no Proludic Goal Ends £11,624, HAGS Indiana Goal End £3,845
Wicksteed Squeare Closed Goal £10,000
AVERAGE £42,435

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices).

Proludic Rubber Mulch £27,357, Grassmat £10,304
Playdale Rubber Mulch £50,700, Grassmat £8,580
Eibe Rubber Mulch £12,314 Grassmat £7,195
HAGS Rubber Mulch £30,750 Grassmat £13,107
AVERAGE Rubber Mulch £30,280 Grassmat £9,797

Seating and Bins:

- Seating e.g. Proludic Chaumont Bench £581 x 2 = £1162, Playdale City Seat £748 x 2 = £1496, Eibe Monica Bench £329 x 2 = £658, HAGS Essentials Seat £205 x 2 = £410, Wicksteed Keyston Seat £580 x 2 = £1,160

AVERAGE £978

- Bin: e.g. Proludic Bin £322 x 2 = £644, Playdale Closed Top Litter Bin £721 x 2 = £1442, Eibe Wooden Bin £310 x 2 = £620, HAGS Ellipse Bin £555 x 2 = £1,110, Wicksteed Keyston Metal Litter Bin £300 x 2 = £600

AVERAGE £884

Bowtop Fencing and Self Closing Gates

Install approximately 132 linear meters of 1m high Black Powder Coated Bowtop Fencing

Approximate Cost: £6,600

Install 1 No 1.2m wide red self closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Install 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high.

Approximate Cost £532.

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost £129,465 + 13% = **£146,295**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council NEAP: £146,295 + £450 = £146,745

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

MAINTENANCE COSTS

LAP REPLACEMENT (Average)

MULTI-PLAYUNIT - £3,060

SMALL SWING - £1,762

SMALL SEE-SAW - £1,357

SURFACE - £4054

TOTAL REPLACEMENT COSTS - £10,233

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20 years = £24,360

MAINTENANCE COST OF A LAP

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch).

Years 1 – 5 (20%) = £2047

Years 5 – 10 (25%) = £2558

Years 10 – 15 (40%) = £4093

Years 15 – 20 (15%) = £1535

Maintenance Cost of a LAP: £10,233

Total Inspection Cost and Maintenance of a LAP: £34,593

LEAP REPLACEMENT

MULTI-PLAY UNIT - £9,879

BALANCING - £1,568

ROCKING - £1,380

CLIMBING / AGILITY - £2,215

SOCIAL PLAY - £3,361

SWINGING - £3,062

JUMPING - £1,753

VIEWING,COUNTING or TOUCHING - £1,208

SURFACE - £14,120

TOTAL REPLACEMENT COSTS - £38,546

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20 years = **£24,360**

Maintenance Cost of a LEAP:

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch).

Years 1 – 5 (20%) = £7,709

Years 5 – 10 (25%) = £9,637

Years 10 – 15 (40%) = £15,418

Years 15 – 20 (15%) = £5,782

Maintenance Cost of a LEAP = £38,546

Total Inspection Cost and Maintenance of a LAP: £62,906

NEAP REPLACEMENT

MULTIPLAY UNIT - £13,898

ROCKING - £2,345

SWINGING - £3,682

MODERATE / ADVENTUROUS CLIMBING - £10,480

SINGLE POINT SWINGING - £5,625

BALANCING - £1,275

ROTATING - £3,069

GLIDING - £6,343

SURFACE - £30,280

TOTAL REPLACEMENT COSTS - £76,997

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20YEARS = £24,360

Maintenance Cost of a NEAP:

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch) this does not include the tarmac replacement / repair.

Years 1 – 5 (20%) = £15,399

Years 5 – 10 (25%) = £19,249

Years 10 – 15 (40%) = £30,799

Years 15 – 20 (15%) = £11,550

Maintenance Cost of a NEAP = £76,997

Total Inspection Cost and Maintenance of a NEAP: £101,357

RECOMMENDED PLAY EQUIPMENT PROVIDERS

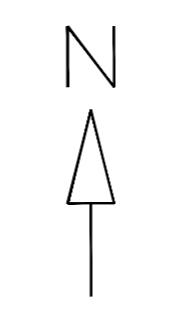
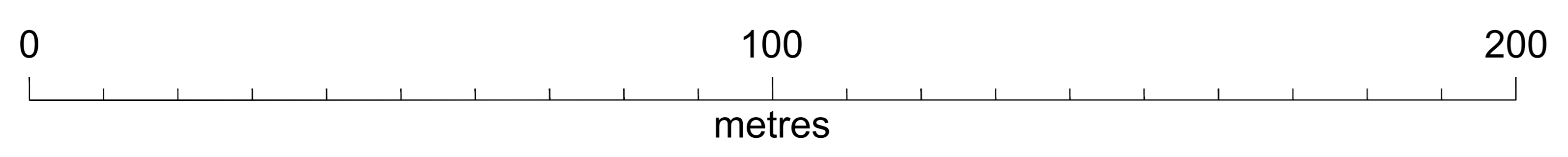
The Play Equipment providers below have provided equipment on many Wiltshire Council Play Areas throughout the County. This list is not exclusive other providers will be accepted in liaison with Council officers:

- HAGS www.hags.co.uk
- Wicksteed www.wicksteed.co.uk
- Kompan www.kompan.co.uk
- Playdale www.playdale.co.uk
- Proludic www.proludic.co.uk
- Russell Play www.russell-play.com
- Sutcliffe Play www.sutcliffeplay.co.uk
- Eibe www.eibe.co.uk
- The Children's Playground Company www.thechildrensplayground.com

PLAY AREA SIGN

Below is an example of a Wiltshire Council Play Area sign we would ask that the No Smoking symbol be added.





The Contractor is to check and verify in conjunction with the Architects details of setting out points, building and civil dimensions, with the correct level levels of construction levels, and investigation should be made before work starts.

This drawing is not intended to show details of ground conditions or ground contaminants. Each area of ground shall be tested to confirm the ground conditions (including depth) and the results of the investigation shall be made available to the Contractor. The Contractor shall be responsible for any ground investigation work to be undertaken in accordance with the requirements of the relevant authorities. The Contractor shall be responsible for any ground investigation work to be undertaken in accordance with the requirements of the relevant authorities. The Contractor shall be responsible for any ground investigation work to be undertaken in accordance with the requirements of the relevant authorities.

Where existing ground levels are to be retained they shall be marked as per the site investigation report. The Contractor shall be responsible for any ground investigation work to be undertaken in accordance with the requirements of the relevant authorities. The Contractor shall be responsible for any ground investigation work to be undertaken in accordance with the requirements of the relevant authorities.

Drawing Status:

<input checked="" type="checkbox"/>	FOR COMMENT
<input type="checkbox"/>	PRELIMINARY ISSUE
<input type="checkbox"/>	TENDER ISSUE
<input type="checkbox"/>	CONSTRUCTION ISSUE
<input type="checkbox"/>	AS BUILT

Notes:

Rev	Date	Description	By	CHK
-----	------	-------------	----	-----

Client:



Project:

LAND OFF SEMINGTON ROAD
MELKSHAM

Title:

SITE LOCATION PLAN

BANNERS GATE
CIVIL, STRUCTURAL & ARCHITECTURAL DESIGN SERVICES

Cavendish House, 10-11 Birmingham Street, Hammersmith, West Midlands B63 3JH
Tel: 0121 667 1500 Fax: 0121 667 1501
Email: info@bannersgate.com

Scale	Plot size	Drawn	Check	Date
1:500	A0	SB	BG	AUG 20

Project no: 16123 Drawing no: SLP1

**Land at Semington Road, Melksham
Conditions**

1. The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

REASON: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. No development shall commence on site until details of the following matters (in respect of which approval is expressly reserved) have been submitted to, and approved in writing by, the Local Planning Authority:

- (a) the scale of the development;
- (b) the layout of the development;
- (c) the external appearance of the development; and,
- (d) the landscaping of the site;

The development shall be carried out in accordance with the approved details.

REASON: The application was made for outline planning permission and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 and Article 3(1) of the Town and Country Planning (General Development Procedure) Order 1995.

3. An application for the approval of all of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.

REASON: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990.

4. The development hereby permitted shall be carried out in accordance with the following approved plans and documents:

- Dwg Ref: Application form
- Dwg Ref: SLP1 Site Location Plan
- Dwg Ref: 16123/1001/B
- Dwg Ref: CTP-18-500 SK02

REASON: For the avoidance of doubt and in the interests of proper planning.

INFORMATIVE TO APPLICANT:

This permission shall be read in conjunction with an Agreement made under Section 106 of the Town and Country Planning Act, 1990.

5. No residential unit shall be occupied until those parts of the Residential Travel Plan capable of being implemented prior to occupation have been implemented. Those parts identified for implementation after occupation shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the development is occupied. The Residential Travel Plan Co-ordinator shall be

appointed and carry out the identified duties to implement the Residential Travel Plan for a period from first occupation until at least 2 years following occupation of the last residential unit.

REASON: In the interests of reducing the amount of private car movements to and from the development.

6. Notwithstanding the details of the development access shown on plan number 16123/1001/B, and CTP-18-500 SK02 prior to first occupation the access shall have been provided to the following standards:
 - a) junction radii 7.5 metres,
 - b) carriageway width over at least the first 10 metres from the edge of Old Semington Road 6 metres.

REASON: In the interests of safe and convenient access to the development.

7. Prior to first occupation of any dwelling hereby permitted the access shall be provided with visibility with nothing to exceed the height of 600mm above carriageway level between the carriageway edge, and a line drawn from a point 2.4 metres back along the centre line of the access from the carriageway edge, to points on the nearside carriageway edge 42 metres to the north and 42 metres to the south.

REASON: In the interests of highway safety.

8. Prior to first occupation details shall be submitted for approval to the Local Planning Authority of a new bus stop to be provided for northbound buses located to the south of the access point, The new bus stop shall include high access kerbs, improved footway surfacing at the location of the high access kerbs, and a bus stop flag sign with timetable case. The bus stop details when approved shall be implemented prior to first occupation.

REASON: In the interests of providing adequate public transport facilities to serve the development.

9. No development shall commence within the area indicated (application site) until a written programme of archaeological investigation, which should include on-site work and off-site work such as the analysis, publishing and archiving of the results, has been submitted to and approved by the Local Planning Authority; and

The approved programme of archaeological work has been carried out in accordance with the approved details.

REASON: To enable the recording of any matters of archaeological interest.

10. Prior to first occupation a scheme of Ultra-Low Energy Vehicle infrastructure shall be submitted to and approved in writing by the local planning authority. No individual dwelling shall be occupied until the Ultra-Low Energy Vehicle infrastructure has been installed in accordance with the approved details.

REASON: In order to satisfy requirements in Core Policy 55 where it states that development proposals, which by virtue of their scale, nature or location are likely to exacerbate existing areas of poor air quality, will need to demonstrate that measures

can be taken to effectively mitigate emission levels in order to protect public health, environmental quality and amenity.

11. Prior to commencement of development an acoustic report shall be submitted to the local planning authority for approval in writing prior to implementation. The report shall demonstrate that the internal and external amenity standards of BS8233:2014 Guidance on sound insulation and noise reduction for buildings (or any subsequent version) and WHO Guidelines for Community Noise (1999) can be achieved within the development. The report must include full details of any scheme of mitigation required to achieve this which if approved must be implemented in full and maintained in that way in perpetuity.

REASON: To ensure compliance with Core Policy 57 of the Wiltshire Core Strategy which requires that appropriate levels of amenity are achievable, as the site is adjacent to a main road with potential for noise to impact future residents of the proposed housing.

12. The development hereby approved shall not commence until a Construction and Environmental Management Plan (CEMP) has been submitted to and approved in writing by the local planning authority. The CEMP shall include details of the following relevant measures:
 - i. An introduction consisting of construction phase environmental management plan, definitions and abbreviations and project description and location;
 - ii. A description of management responsibilities;
 - iii. A description of the construction programme;
 - iv. Site working hours and a named person for residents to contact;
 - v. Detailed Site logistics arrangements;
 - vi. Details regarding parking, deliveries, and storage;
 - vii. Details regarding dust and noise mitigation;
 - viii. Details of the hours of works and other measures to mitigate the impact of construction on the amenity of the area and safety of the highway network; and
 - ix. Communication procedures with the LPA and local community regarding key construction issues – newsletters, fliers etc.

REASON: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment through the risks of pollution and dangers to highway safety, during the construction phase.

13. No development shall commence on site until a scheme for the discharge of surface water from the site has been submitted to and agreed in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved scheme.

REASON: To comply with Core Policy 67 of the Wiltshire Core Strategy 2015 and to ensure that the development can be adequately drained without increasing flood risk elsewhere as required by paragraph 167 of the National Planning Policy Framework.

14. Prior to commencement of development an Ecological Construction Method Statement will be submitted to the local planning authority for approval. This will include all root protection zones for trees and hedgerow protection buffers. It will also include precautionary measures to ensure that nesting birds, reptiles and small mammals are not at risk of death or injury as a result of the construction process.

REASON: The application contained insufficient information and the matter is required to be agreed prior to the commencement of development to ensure adequate protection, mitigation and compensation for protected species, priority species and priority habitats.

15. Prior to commencement of development, a Lighting Strategy for the site will be submitted to the local planning authority for approval. This must give details of lighting units proposed and must include a lux plot that demonstrates that it will be possible to maintain a level of no more than 0.5 Lux at the canopy edge of trees and at the edge of the boundary hedgerows.

REASON: The application contained insufficient information and the matter is required to be agreed prior to the commencement of development to ensure adequate protection, mitigation and compensation for protected species, priority species and priority habitats.

16. The mitigation measures detailed in the approved Ecological Assessment dated July 2020 (contact No. 70b) shall be carried out in full prior to the first occupation of the development and/or in accordance with the approved timetable detailed in the Ecological Assessment.

REASON: To ensure adequate protection, mitigation and compensation for protected species, priority species and priority habitats

ARCHAEOLOGY INFORMATIVE:

In relation to condition 10, the County Archaeologist would advise that the mitigation work takes the form of the close archaeological monitoring of topsoil stripping prior to the construction of the houses and access roads (a so-called Strip, Map and Record (SMR) excavation strategy). The methodology for this work to be set out in a Written Scheme of Investigation (WSI) prepared by a professional archaeological organisation, following guidelines set out by the Chartered Institute for Archaeologists (CIfA). This WSI to be then reviewed and approved by the archaeological advisors to Wiltshire Council. There will be a financial implication for the applicant.

WASTE AND RECYCLING INFORMATIVE:

The council will only operate on private land where an indemnity is signed by the landowner. The council will also require an indemnity to operate on any roads prior to their adoption. Furthermore, the developer will be expected to demonstrate how waste collections will function on the site. This will require the submission of plans to follow the guidance set out in the Waste and Recycling Supplementary Planning Document.

HIGHWAYS INFORMATIVE:

The applicant is advised that the visibility condition above (condition 7) will require the relocation of a streetlight and an advance direction sign out of the required visibility splays.

DRAINAGE INFORMATIVES:

The scheme for the discharge of surface water from the site shall include, but not be limited to the following information:

- to undertake soakaway testing in accordance with BRE Digest 365 to prove that disposal of surface water by infiltration is unfeasible;
- demonstration that the required 20% betterment against greenfield rates has been achieved for all storm events between the 1 in 1 year and the 1 in 100year return period storm events;
- a written agreement in principle from Wessex Water covering the agreed point of discharge and consenting to proposed discharge rates from the development;
- discharge rates from the site to be in accordance with the Wiltshire Council's betterment policy for greenfield sites;

- that the 1 in 30 year rainfall event is contained within the drainage system without causing flooding to any part of the site;
- that the 1 in 100 year plus 40% climate change rainfall event does not cause flooding to any building (including a basement) or utility plant;
- that the site has been designed to ensure that flows in excess of the 1 in 100 year rainfall event are managed in exceedance routes that minimise the risks to people and property;
- the calculations should set the MADD factor / additional storage value to 0m³/ha to prevent an over-estimation of attenuation storage available on site;
- due to the outfall to an ordinary watercourse, the drainage calculations should also be simulated with a surcharged outfall, to ensure that this does not cause flooding on site;
- the detailed drainage drawings should show the pipe / link & manhole / node numbers used in the calculations in order to link the drawing with the detailed calculations;
- submission of plans which demonstrate how exceedance flows in excess of the 1 in 100 year rainfall (+40% climate change) will be safely managed on site in order to prevent an increase in flood risk to people or property.

In accordance with the Sewerage Sector Guidance (paragraph C.3.12), the applicant should consider collection of surface water for re-use or provide justification as to why it cannot be achieved on this site. This could include rainwater harvesting for greywater applications such as toilet flushing, and/or domestic water butts (Rainwater harvesting (susdrain.org)).

In accordance with the National Planning Policy Framework, the applicant should seek to provide additional blue-green SuDS features, which maximise the benefits of water quantity & quality management, amenity, and biodiversity, wherever possible on site.

The applicant is advised that they will need to engage with Wessex Water directly to obtain relevant S104 / S106 agreements.

If the applicant intends to cross third party land in order to achieve a discharge, the applicant must provide evidence of permissions to cross third party land and permissions from riparian owners to discharge to the watercourse/river in perpetuity. There is no automatic right to cross third party land or discharge to a watercourse/river not in ownership of the applicant.

