

DATED

23rd July

2026

(1) South Holland District Council

and

(2) Stewart Gerard Lee and Savanna Lemara Lee

PLANNING OBLIGATION BY DEED

Section 106 of the Town and Country Planning Act 1990

**Relating to land at Delph Bank Caravan Park,
Old Main Road, Fleet Hargate, Holbeach, Spalding, PE12 8LL**

South Holland District Council

Council Offices

Priory Road

Spalding

PE11 2XE

SHDC Reference: LD/H05-0150-26

Date

23rd July

2026

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council");
- (2) **STEWART GERARD LEE** and **SAVANNA LEMARA LEE** of Delph Bank, Old Main Road, Fleet Hargate, Holbeach, Spalding, PE12 8LL ("the Owner");

together referred to as "the Parties".

1. INTRODUCTION

- 1.1 The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- 1.2 The Owner is the freehold owner of the Site registered at HM Land Registry under title number LL156477.
- 1.3 The Owner has via his agent submitted the Planning Application to the Council.
- 1.4 The Parties have agreed to enter into this Deed in order to secure the provision management and maintenance of Biodiversity Units to cover 3.95 area habitat units 1.61 hedgerow units and 1.48 watercourse units on the Biodiversity Gain Site as a material consideration in the determination of the Planning Application and as set out in the planning obligations contained in this Deed, having regard to the provisions of the Council's relevant development plan the NPPF and the Environment Act 2021
- 1.5 The Parties in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of the Owner's interest in the Biodiversity Gain Site and the Owner agrees to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed
- 1.6 The Parties to this Deed have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Deed) and the advice set out at paragraphs 56 and 57 of the NPPF

NOW THIS DEED WITNESSES AS FOLLOWS:**1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"1972 Act"	means the Local Government act 1972 (as amended)
"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"2011 Act"	means the Localism Act 2011 (as amended)
"Biodiversity Gain Monitoring Fee"	means the sum of five thousand six hundred and twenty four pounds and thirteen pence (£5,624.13) payable by the Owner to the Council as a contribution towards its costs of monitoring compliance with the Habitat Management and Monitoring Plan and review Habitat Management and Monitoring Plan Monitoring Reports
"Biodiversity Gain Site"	means the land shown edged red on the Plan and upon which works are required to be carried out for the purpose of habitat enhancement and maintained for at least 30 (thirty) years after their completion in accordance with the Habitat Management and Monitoring Plan to be approved by the Council
"Biodiversity Gain Site Register"	means the register of Biodiversity gain Sites to be established and maintained by Natural England
"Biodiversity Metric"	means the mechanism with reference to Biodiversity Metric 4.0 approved by the Government's Department for Environment Food and Rural Affairs ("DEFRA") to quantify impacts on biodiversity

"Biodiversity Net Gain"	means a way of creating and improving natural habitats making sure development has a measurably positive impact ('net gain') on biodiversity, compared to what was there before development
"Biodiversity Unit"	means a unit of biodiversity value as measured by the current Biodiversity Metric and expressed as an Area Habitat Biodiversity Unit (AHBU), Hedgerow Biodiversity Unit (HBU) and / or River Biodiversity Unit (RBU) and the term "Biodiversity Units" cover the 3.95 AHBU, 1.61 HBU and 1.48 RBU required for the Development
"Bundling"	means the sale of a single Biodiversity Unit representing several different environmental benefits, but which does not involve Double Counting, as referred to in the Nature Markets Publication
"Commencement"	<p>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 upon the Site pursuant to the Planning Permission other than (for the purposes of this Deed and for no other purpose):</p> <ul style="list-style-type: none"> • operations consisting of site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse ground conditions, • diversion and laying of services,

	<ul style="list-style-type: none"> • erection of any temporary means of enclosure, • the temporary display of site notices or advertisements, • erection of temporary facilities for security personnel and the erection of security cameras, • erection of boards advertising the Development, and • the construction of temporary site compound and welfare facilities/buildings/enclosures of a temporary marketing suite <p>the words "Commence" and "Commenced" shall be construed accordingly</p>
"Commencement Notice"	means a written notice served by the Owners on the Council, which identifies the date of Commencement
"Competent"	means holding a minimum of Membership of the Chartered Institute of Ecology and Environmental Management or a cognate body with a professional code of conduct and/or in line with definitions provided by the British Standard on Biodiversity Net Gain (8683: 2021) and/or any relevant Natural England or Defra Guidance
"Development"	means the development permitted pursuant to the Planning Permission
"Double Counting"	means the Sale or Transfer of the same Biodiversity Unit more than once as the basis for duplicated claims of Biodiversity Net Gain as referred to in the Nature Markets Publication

"Expert"	means an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the Parties
"Force Majeure Event"	means a circumstance not within the control of the Owner comprising an act of God such as a drought, flood or other natural disaster
"Habitat Creation and Enhancement Works"	means those works set out in the Habitat Management and Monitoring Plan which are required to be carried out in order to create and/or enhance the Site suitable for the provision of Biodiversity Units
"Habitat Management and Monitoring Plan"	<p>means a plan to be provided to the Council for the Biodiversity Gain Site which includes details of:</p> <ul style="list-style-type: none"> • its provision; • any Habitat Creation and Enhancement Works required; • a programme for its management and maintenance for not less than thirty (30) years from the Habitat Creation and Enhancement Works Completion Date; • a plan showing the number and location of all Biodiversity Units; and • the methodology, format and frequency of Habitat Management and Monitoring Plan Monitoring Reports, together with • access and inspection arrangements to facilitate such monitoring
"Habitat Management and Monitoring Plan Monitoring Reports"	means the monitoring reports to be provided to the Council relating to the Habitat Management and Monitoring Plan in accordance with paragraph 5 of the First Schedule

"Index"	means the RICS BCIS TPI (Royal Institute of Chartered Surveyors Building Cost Information Service Tender Price Index) and in the event that the relevant Index ceases to exist or is replaced or rebased then reference to the relevant Index 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)
"Interest"	means interest at 4% above the base lending rate of the Bank of England from time to time
"Legal Additionality Test"	means the requirement that a Biodiversity Unit is not provided to meet an existing regulatory obligation on the part of the Owner as referred to in the Nature Markets Publication
"Nature Markets Publication"	means the publication entitled "Nature markets: A framework for scaling up private investment in nature recovery and sustainable farming" published by the Government in March 2023
"NPPF"	means the National Planning Policy Framework 2024 or any successor or amended adopted national policy or supplemental guidance issued thereof
"Occupied" and "Occupation"	means occupation of the Site for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupiers" shall be construed accordingly
"Parties"	means the parties to this Deed and the word "Party" shall mean any one of them

"Plan"	means the plan attached to this Deed labelled as drawing number 6947/03b being the location plan and proposed site plan submitted with the Planning Application
"Planning Application"	means the application for permission for 5 holiday lodges which was accepted by the Council on 19 February 2026 and given Council reference number H05-0150-26
"Planning Permission"	means the planning permission to be granted by the Council for the Development pursuant to the Planning Application which is subject to this Deed and attached in draft hereto at the Third Schedule or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Section 106 Monitoring Fee"	means the sum of four hundred and sixty two pounds (£462) towards the Council's costs of monitoring the obligations in this Deed
"Site"	means the site which is the subject of the Planning Permission and described in the First Schedule and shown edged red on the Plan
"Stacking"	means the use of different credits or units for different ecosystem services for the same piece of land to achieve multiple environmental outcomes, but which does not involve Double Counting, as referred to in the Nature Markets Publication
"Working Day"	means Monday to Friday (inclusive) except Good Friday, Christmas Day and Public or bank holidays from time to time in England

2. CONSTRUCTION OF THIS DEED

- 2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.
- 2.2 Where in this Deed reference is made to any clause, paragraph, schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, recital or plan in this Deed.
- 2.3 Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.
- 2.4 Reference to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Council shall include their successors to their respective statutory functions.
- 2.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.6 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.9 'notify' and 'notification' mean the transmission of written information by means of letter or facsimile from one party to another **PROVIDED THAT** if the said transmission is received prior to 12:00pm on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the transmission is received after 2:00pm the aforesaid time period shall commence from the following Working Day.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act and Sections 111 and 120 and 139 of the 1972 Act and Section 1 of the 2011 Act and all enabling powers.
- 3.2 The covenants, restrictions and requirements imposed on the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are intended to be enforceable by the Council as local planning authority.

4. CONDITIONALITY

- 4.1 This Deed shall come into effect upon the date at the head of this Deed

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as follows:
 - 5.1.1 so as to bind the Site in accordance with the provisions of this Deed into whosoever hands the same may fall to comply with the obligations as set out in the First Schedule
 - 5.1.2 not to encumber or otherwise deal with their interest in the Biodiversity Gain Site and/or the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out;
 - 5.1.3 that there are no interests (legal or equitable) required for the purposes of section 106 of the 1990 Act in the Biodiversity Gain Site and/or the Site respectively other than those detailed in this Deed; and
 - 5.1.4 that no part of the Biodiversity Gain Site is subject to any constraints, including but not limited to restrictive covenants, planning conditions, hydrology, flooding, archaeology and/or contamination which would be reasonably capable of affecting its suitability as a Biodiversity Gain Site and for the habitat works and management required to achieve the target habitat, which have not been disclosed in writing to the Council prior to the completion of this Deed.

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants to comply with its obligation as set out in the Second Schedule

7. FUTURE MORTGAGEE'S CONSENT

- 7.1 Any future mortgagee shall be bound by the obligations contained in this Deed to the extent they are binding on the Site and the security of any mortgage over any part of the Site shall take affect subject to this Deed **PROVIDED THAT** the future mortgagee shall otherwise have no liability under this Deed unless they take possession of the Biodiversity Gain Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner **PROVIDED FURTHER THAT** it shall not in any event be liable for any breach of this Deed arising prior to it becoming a mortgagee in possession of the Biodiversity Gain Site and nor shall it be liable for any breach of this Deed unless it shall have caused such breach to have occasioned.

8. THE COUNCIL'S COSTS

- 8.1 The Owner shall pay to the Council on or before the date of this Deed the council's reasonable legal costs of £1,370 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed.
- 8.2 The Owner shall pay to the Council prior to Commencement of the Development:
- (a) the Biodiversity Gain Monitoring Fee; and
 - (b) the Section 106 Monitoring Fee
- 8.3 The Owner shall not Commence the Development until the Biodiversity Gain Monitoring Fee and the Section 106 Monitoring Fee have been paid to the Council.

9. MISCELLANEOUS

- 9.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws

statutory instruments orders and regulations in the exercise of the functions as a local authority.

- 9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 This Deed shall be registerable as a local land charge by the Council.
- 9.4 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, consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 9.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 9.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) modified by any statutory procedure or expires prior to the Commencement of Development.
- 9.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their entire interest in the Biodiversity Gain Site or part of the Biodiversity Gain Site but without prejudice to liability for any subsisting breach arising in relation to that part prior to parting with such interest.
- 9.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Biodiversity Gain Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed **PROVIDED THAT** should such planning permission be granted prior to the coming into force of paragraph 7 of Part 1 of Schedule 7A to the 1990 Act the Parties agree that the Council shall be entitled, within three months of the implementation of such planning permission to:
 - 9.8.1 the provision by the Owner of replacement Biodiversity Unit(s) in place of all those Biodiversity Units which will be lost as a result of development pursuant to such planning permission, which replacements shall be located on administrative area and of an

equivalent number, type and level of enhancement to those so lost;

- 9.9 The obligations contained in this Deed shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Biodiversity Gain Site or interest therein for the purposes of the supply of electricity gas water drainage or telecommunication services **PROVIDED THAT** if a statutory undertaker acquires any part of the Biodiversity Gain Site for such purposes the parties agree that the Council shall be entitled within three months of such acquisition to:

9.9.1 the provision by the Owner of replacement Biodiversity Unit(s) in place of any lost as a result of such acquisition (which shall be located on land within the Council's administrative area and of an equivalent number, type and level of enhancement to those lost).

10. WAIVER

- 10.1 No waiver (whether expressed or implied) by the Council or the Owner 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 or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. CHANGE IN OWNERSHIP

- 11.1 The Owner agrees with the Council to give the Council 10 Working Days written notice of any change in ownership of any of its interests in the Biodiversity Gain Site occurring before all the obligations under this Deed have been discharged such notice to give details of transferee's full name and registered office (if a company or usual address if not) together with the area of the Biodiversity Gain Site or part thereof purchased by reference to a plan

12. INDEXATION

- 12.1 Unless otherwise referred to below, the sums referred to in this Deed shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in this Deed divided by the Index

figure last published prior to the date of this Deed multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.

13. INTEREST

- 13.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

14. VAT

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

15. NOTICES

- 15.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if served by hand, recorded or special delivery or by email in the following manner:

15.1.1 on the Council at the address shown above or by email to Section106@sholland.gov.uk

15.1.2 marked "for the attention of the Section 106 Monitoring Officer" and bearing the reference "^{CS}H05-0150-25 Delph Bank Caravan Park"; LVD.

15.1.3 on the Owner at the address as detailed above or as notified by the Owner in writing to the Council;

- 15.2 The Owner shall serve the Commencement Notice upon the Council at least twenty (20) Working Days prior to the Commencement of the Development.

16. DISPUTE RESOLUTION

- 16.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

(i) The parties shall use their reasonable endeavours to resolve the dispute by agreement.

(ii) If agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either

party after giving notice (in accordance with clause 15.1) in writing to the other parties to this Deed

- (iii) The person to be appointed pursuant to this clause 16.1(ii) shall be a person having 5 (five) years or more post qualification experience of projects comprising works of the scale and nature of the Development
- (iv) Reference to the expert shall be on terms that determination shall take place within 28 (twenty-eight) Working Days of the expert accepting his instructions
- (v) The expert shall have the power to award costs of the determination in favour of any party to the dispute at the expense of any other party and failing such determination such costs shall be borne by the parties to the dispute in equal shares
- (vi) The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision
- (vii) The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute

17. SECTION 73 APPLICATIONS

- 17.1 It is agreed between the parties that where planning permission is issued in relation to the Development pursuant to an application under section 73 of the Act this Deed shall continue to bind the Development and shall be in full force and effect subject to and in accordance with the provisions contained herein **AND PROVIDED THAT** in the event that upon receipt of a relevant application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligation.

18. JURISDICTION

- 18.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

19. EXECUTION AND DELIVERY

19.1 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.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL**

was hereunto affixed in the presence of:

[Handwritten mark]

[Handwritten signature]

Authorised Signatory



135306

[Handwritten signature]

**SIGNED as a DEED by
STEWART GERARD LEE**

in the presence of:

Name of Witness *Nigel Howe*

Signature of witness *[Handwritten signature]*

Address *2 Chapel Road, Wisbech, Cambs*

Occupation *architectural Technician*

SIGNED as a DEED by
SAVANNA LEMARA LEE



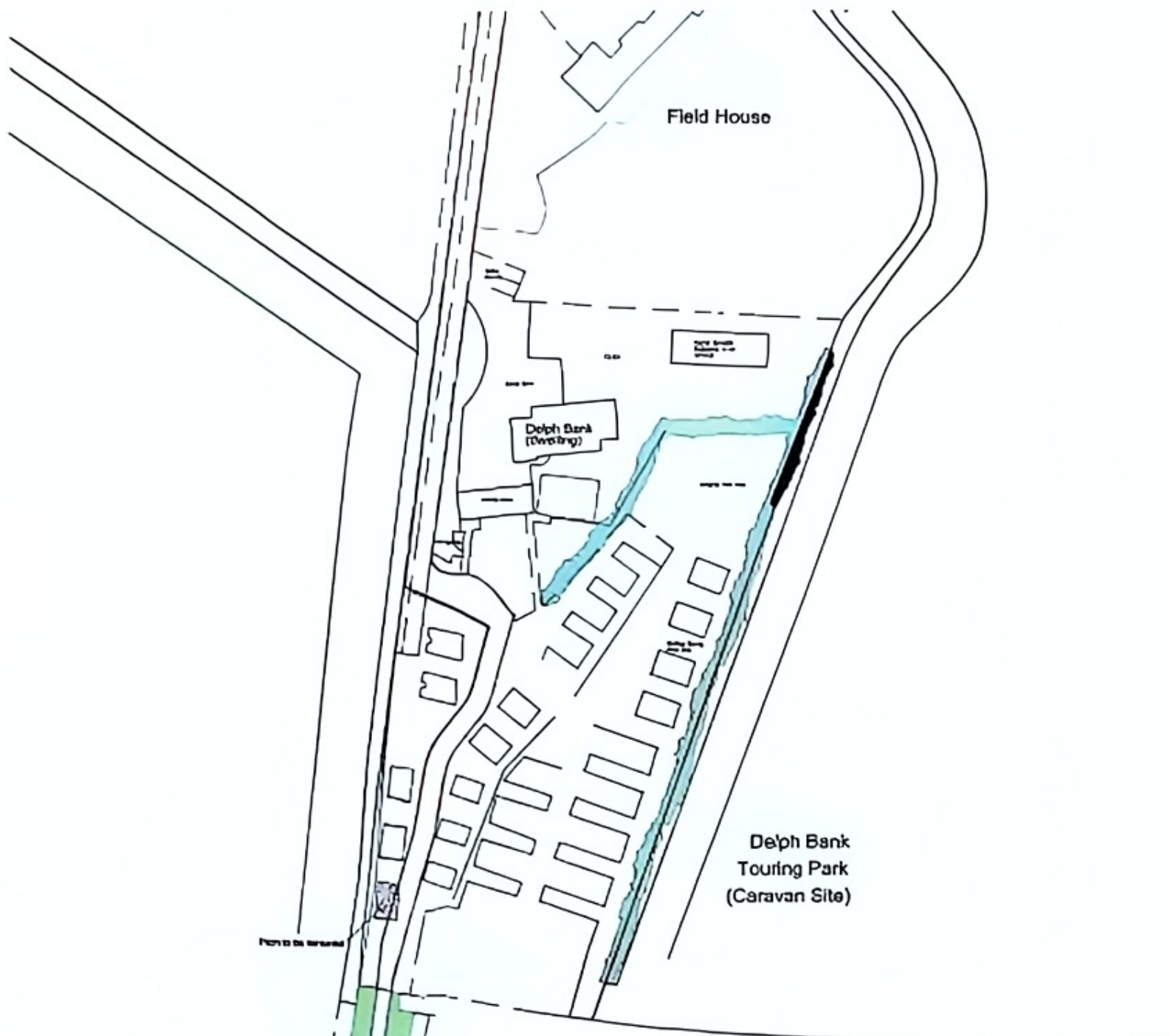
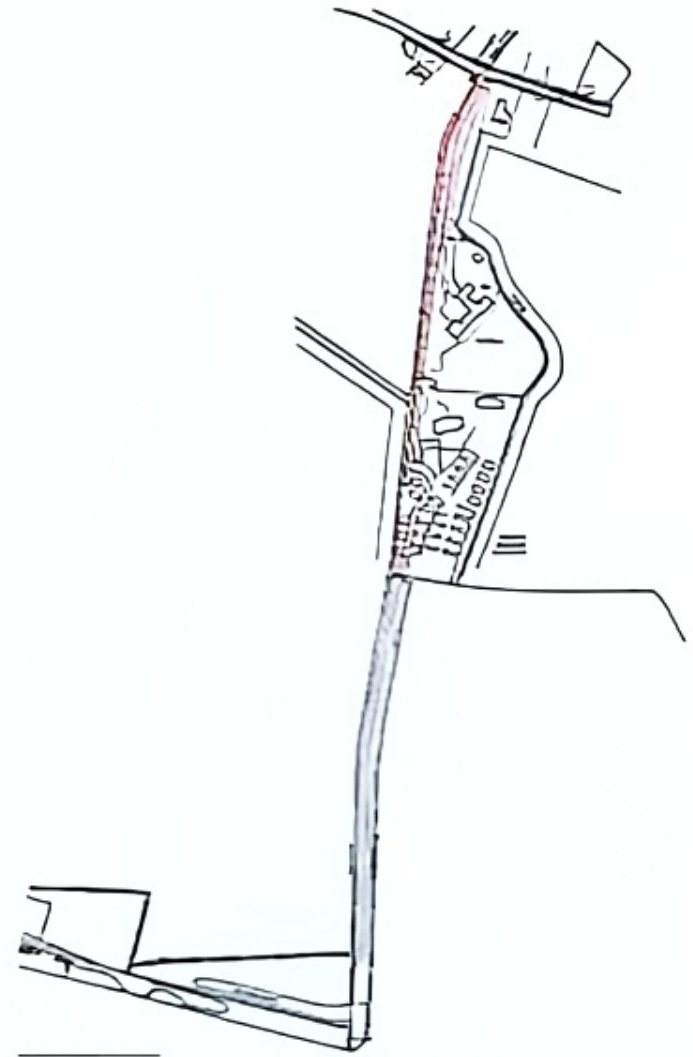
in the presence of:

Name of Witness Nigel Lowe

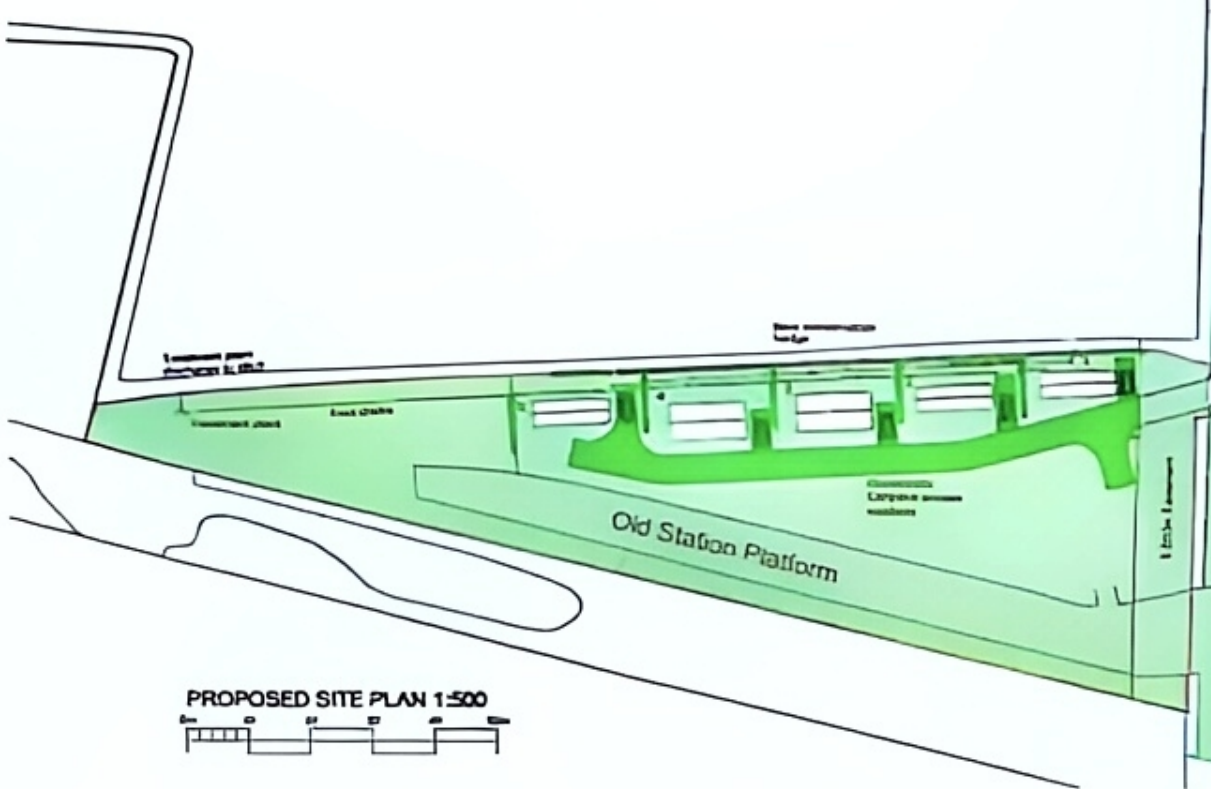
Signature of witness 

Address 2 Chapel Road, Walsby

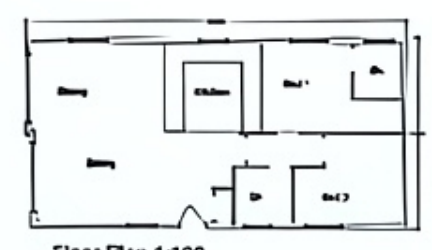
Occupation Architectural Technician.



LOCATION PLAN 1:2500



PROPOSED SITE PLAN 1:500



Floor Plan 1:100

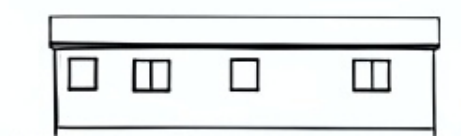
THE BOSTON



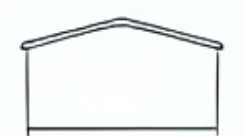
Front Elevation 1:100



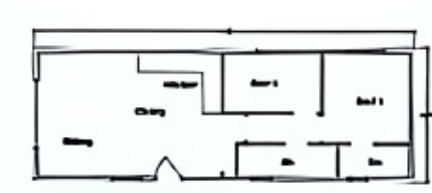
Side Elevation 1:100



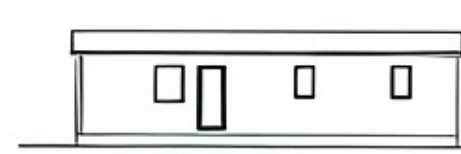
Rear Elevation 1:100



Side Elevation 1:100



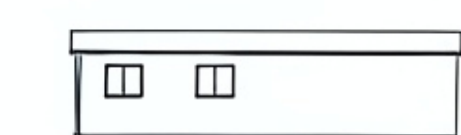
Floor Plan 1:100



Front Elevation 1:100



Side Elevation 1:100



Rear Elevation 1:100



Side Elevation 1:100

The Mallon Elite

PHA
PETER HUMPHREY
ASSOCIATES

ARCHITECTS

STEWART LEE

PROPOSED (STAND OF) HOLIDAY LETS
AND CARAVAN ACCESS

DELPH BANK TOURING PARK
OLD STATION PLATFORM
OVERLOOKING
LONGLEIGH WMS
PC 13 ELA

PROPOSED DRAWINGS

Drawn by	Checked by	Date
EW/LS/D	AD	JUN 2022

Notes:
1. All dimensions are in millimetres unless otherwise stated.
2. All dimensions are to the centre of the element unless otherwise stated.
3. All dimensions are to the finished level unless otherwise stated.
4. All dimensions are to the external face of the element unless otherwise stated.
5. All dimensions are to the internal face of the element unless otherwise stated.
6. All dimensions are to the top of the element unless otherwise stated.
7. All dimensions are to the bottom of the element unless otherwise stated.
8. All dimensions are to the left of the element unless otherwise stated.
9. All dimensions are to the right of the element unless otherwise stated.
10. All dimensions are to the front of the element unless otherwise stated.
11. All dimensions are to the back of the element unless otherwise stated.
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13. All dimensions are to the bottom of the element unless otherwise stated.
14. All dimensions are to the left of the element unless otherwise stated.
15. All dimensions are to the right of the element unless otherwise stated.
16. All dimensions are to the front of the element unless otherwise stated.
17. All dimensions are to the back of the element unless otherwise stated.
18. All dimensions are to the top of the element unless otherwise stated.
19. All dimensions are to the bottom of the element unless otherwise stated.
20. All dimensions are to the left of the element unless otherwise stated.

THE FIRST SCHEDULE

Covenants with the Council

The Owner covenants with the Council as follows:

1. to complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan by no later than 12-months from the date of Commencement of Development ("the Habitat Creation and Enhancement Works Completion Date") unless phasing is agreed otherwise through the Biodiversity Net Gain Plan and to:
 - 1.1 register the Biodiversity Gain Site on the Biodiversity Gain Site Register within twenty-five (25) Working Days of the Habitat Creation and Enhancement Works Completion Date or of the date upon which the Biodiversity Gain Site Register comes into force and effect, whichever is the later; and
 - 1.2 for a period of no less than thirty (30) years from the Habitat Creation and Enhancement Works Completion Date to either:
 - 1.2.1 manage and maintain the Biodiversity Gain Site in accordance with the Habitat Management and Monitoring Plan and for no other purpose inconsistent with the requirements of the Habitat Management and Monitoring Plan; or
 - 1.2.2 to procure such the management and maintenance of the Biodiversity Gain Site in accordance with the Habitat Management and Monitoring Plan and for no other purpose inconsistent with the requirements of the Habitat Management and Monitoring Plan;

and to continue to do so for as long as this Deed is in effect ensuring that there is a Competent manager of the Biodiversity Gain Site at all times throughout this period.;
2. not to create or cause or permit any encumbrance to the title of the Biodiversity Gain Site and not to execute, renew or extend (nor cause or permit the execution, renewal or extension of) any lien, license or similar interest that may affect the Biodiversity Gain Site without the prior written consent of the Council,

- such consent not to be unreasonably withheld or delayed;
3. to ensure that in accordance with government guidance, at all times, all Biodiversity Units on the Biodiversity Gain Site meet the Legal Additionality Test and that there is no Double Counting of any Biodiversity Unit **PROVIDED THAT FOR THE AVOIDANCE OF DOUBT** Bundling or Stacking of environmental credits or units will be permitted;
 4. to allow access to the Biodiversity Gain Site on reasonable written notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan and this Deed; subject to appropriate health and safety measures if livestock are on the Biodiversity Gain Site
 5. **Management Plan Monitoring Reports**
 - 5.1 to provide Habitat Management and Monitoring Plan Monitoring Reports to the Council at the frequency as set out in the Habitat Management and Monitoring Plan from the first anniversary of the Habitat Creation and Enhancement Works Completion Date or in accordance with such other timescale and frequency as shall be set out in the Habitat Management and Monitoring Plan or agreed in writing with the Council;
 - 5.2 to review each Habitat Management and Monitoring Plan Monitoring Report with the Council and if the Council (acting reasonably) is of the view that that Habitat Management and Monitoring Plan Monitoring Report indicates that the Habitat Management and Monitoring Plan is not being complied with it shall notify the Owner to that effect setting out its reasons for holding such opinion as soon as reasonably practicable after the review and, in any event, within eight (8) weeks of the review.
 - 5.3 Following receipt of any written notice from the Council pursuant to paragraph 5.2 above, to submit Biodiversity Net Gain Management and Monitoring remedial measures that are designed to ensure the aims of the Habitat Management and Monitoring Plan can be met to the Council for approval including such further revisions as are reasonably required by the Council until such time as the Habitat Management and Monitoring Plan remedial measures are approved in writing by the Council **PROVIDED THAT** the Owner shall

implement the approved Habitat Management and Monitoring Plan remedial measures as soon as reasonably practicable after they have been approved by the Council.

6. Breach Provisions

6.1 No party shall be liable for breaching a requirement of the Habitat Management and Monitoring Plan or Habitat Management and Monitoring Plan Monitoring Reports which arises as a direct result of a Force Majeure Event

6.2 Subject to clause 16 of this Deed:

6.2.1 Before taking action to enforce any of the provisions of this Deed the Council will give written notice to the Owner stating the nature of the breach, the steps required to remedy the breach and specifying a reasonable timescale for the Owner for remedying the breach;

6.2.2 The Council will also give the Owner a reasonable opportunity to discuss the breach with it and the timescale and steps for remedying the said breach prior to the remedy being carried out. The Council will take into account any reasonable representations made by the Owner.

6.2.3 If the Owner does not use reasonable endeavours to remedy the breach within the stated time period or longer period as agreed with the Council then without prejudice to paragraph 12.3 below the Council will be able to pursue all legal remedies

6.3 if at any time the Council acting reasonably notifies the Owner in writing that there has been a fundamental breach of the obligations contained in paragraph 1 of this Schedule (which is not the result of a Force Majeure Event) resulting in habitat destruction or habitat failure in respect of any Biodiversity Unit or part thereof (and for the avoidance of doubt this shall not be deemed to have arisen where the Habitat Management and Monitoring Plan has been fully complied with) the Owner shall be required to pay to the Council within fifteen (15) Working Days of the date of such notification either:

6.3.1 the sum which the Council reasonably estimates to be necessary to provide replacement Biodiversity Unit(s) on the Council's land of an equivalent number, type and level of enhancement to those lost; or, if the Council is unable to make such provision

6.3.2 a sum calculated by the Council as the value of the said Biodiversity

Units which have been lost to be used by the Council for funding long-term conservation projects in the Council's administrative area which will deliver Biodiversity Net Gain

PROVIDED THAT such sums shall be reasonable and proper, proportionate to the breach that has occurred and shall take into consideration and account the amount of time left in the 30 year period.

**THE SECOND SCHEDULE
THE COUNCIL'S COVENANTS**

1. The Council hereby covenants with the Owner:
 - 1.1. To operate abide by and comply with the arrangements terms conditions and obligations for the purposes set out in the First Schedule hereto
 - 1.2. Save for the Biodiversity Gain Monitoring Fee (which is designed to be spent over the thirty year lifetime of the Habitat Management and Monitoring Plan) if any sum paid to the Council or any part thereof is not committed for the purposes specified herein ten (10) years after the date of receipt then the Council covenants with the person or persons who makes payment of the same to repay to the person or persons who paid the said sum all or any of the remaining balance that remains unspent together with interest which has accrued thereon from the date of receipt of payment by the Council to the date of repayment at base rate of the Bank of England.
 - 1.3. For the avoidance of doubt, for the purposes of clauses 1.2 above any sum (or part thereof) shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require it to expend funds in the future.

**THE THIRD SCHEDULE
DRAFT PLANNING PERMISSION**

Peter Humphrey Associates Ltd
2 Chapel Road
Wisbech
PE13 1RG

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk

www.sholland.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference:	H05-0150-26	Date of Decision:
Applicant:	Delph Bank Touring Park Old Main Road Fleet Hargate Spalding Lincolnshire PE12 8LL	
Location:	Delph Bank Touring Park Old Main Road Fleet Hargate Spalding	
Description:	Proposed 5 Holiday Lodges	

South Holland District Council, in pursuance of the provisions of the Town and Country Planning Act 1990 (as amended), hereby give notice that permission has been GRANTED (or equivalent) for the development referred to above, subject to the following condition(s):

- 1 The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason: As required by Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans and/or documents:
 - 6947/03b - Proposed Drawings
 - 6947/ECO - Proposed Drawings
 - Brochure - The Boston
 - Brochure - The Malton Elite
 - ECL1672 - Flood Risk Assessment

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

- 3 The materials of the external surfaces of the development hereby permitted shall be carried out in accordance with the details outlined within the application form, approved plans and specification documents.

Reason: In the interests of the architectural and visual integrity of the overall development and the visual amenity of the area in which it is set.

This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

- 4 The accommodation hereby permitted shall not be used for purposes other than holiday letting or short-stay purposes. The development shall be carried out in accordance with the following:

- i. The building shall not be used or occupied as the sole or main residence of any occupant.
- ii. The owner/operator shall maintain an up to date register of the names and main addresses of all occupiers of the building.
- iii. The units shall be managed and operated as part of the existing business Delph Bank Touring Park.

The register shall also contain the dates that the occupiers of the holiday let check-in and out of the holiday/short-stay accommodation, and this register shall be made available to the Local Planning Authority on request.

Reason: To ensure that the development is restricted to holiday use only and that the accommodation is not used for residential purposes. Residential use would be contrary to the provisions of national guidance contained in Section 5 of the National Planning Policy Framework, December 2024 and to Policy 1 of the South East Lincolnshire Local Plan, 2019 which seeks to restrict residential development in the open countryside to that which is necessary to such a location and/or where it can be demonstrated that it meets the sustainable development needs of the area in terms of economic, community or environmental benefits.

This Condition is imposed in accordance with Policy 1 of the South East Lincolnshire Local Plan, 2019 and Section 5 of the National Planning Policy Framework, December 2024.

- 5 The development hereby permitted shall not commence until a biodiversity gain plan has been submitted to and approved in writing, by the Local Planning Authority. The development shall then be carried out in accordance with the details as approved.

Reason: To comply with Schedule 7A of the Town and Country Planning Act (1990, as amended).

This Condition is imposed in accordance with Schedule 7A of the Town and Country Planning Act (1990, as amended) and Policy 28 of the South East Lincolnshire Local Plan, 2019.

- 6 Prior to any vegetation clearance (defined as the deliberate removal of any semi-natural vegetative habitat e.g., grassland, trees, and native shrubs); or prior to the commencement of any development hereby permitted (whichever comes first); a written 30-year Habitat Management and Maintenance Plan (HMMP) for the Site in question shall be submitted to and approved in writing by the Local Planning Authority.

The approved HMMP shall be strictly adhered to and implemented in full for its duration and shall contain:

A) Aims, objectives and targets for management, including habitat target conditions matching the Statutory Biodiversity Metric submitted with the application.

B) Details of the phasing and implementation of the habitats

C) Details of the management operations necessary to achieving aims and objectives.

D) Preparation of a works schedule, including timescales for habitat clearance and habitat creation and/or enhancement.

E) Details of the monitoring needed to measure the effectiveness of management and details of an assessment as to whether the target condition is achieved within the time to target period specified within the approved metric.

F) Details of the persons responsible for the implementation and monitoring.

G) Mechanisms of adaptive management and remedial measures to account for changes in the work schedule to achieve required targets.

Reason: To meet the requirements in delivering the Mandatory Biodiversity Net Gain and to ensure net gain in biodiversity is provided on site.

This Condition is imposed in accordance with Schedule 7A of the Town and Country Planning Act (1990, as amended) and Policy 28 of the South East Lincolnshire Local Plan, 2019.

- 7 Due to the amount of potential water vole habitat and ditch connectivity on and around the site, no works shall take place, nor shall machinery be used, within 2 metres of undisturbed habitat around ditches W1, W2, W3 and W4 as shown on Figure 11 of the approved Preliminary Ecological Appraisal (P2025-142 R1 Final - 10/02/2026). This does not apply to the area where works are proposed to create a new watercourse within the site. No bankside vegetation shall be removed unless details are submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of biodiversity and to minimise disturbance for water voles which could use the site and to maintain shelter for water voles.

This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

- 8 Prior to the commencement of development, a water vole survey shall be undertaken and the results of which shall be submitted to and approved in writing by the Local Planning Authority. If the survey reveals that there are water voles using the site, a scheme of

appropriate mitigation to compensate for any loss of habitat shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of biodiversity and to ensure the site's potential to feature protected species is fully assessed and compensated for.

This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

- 9 The ecological enhancement measures outlined within approved plan 6947/ECO shall be installed in accordance with the approved details prior to the first occupation of the development.

Reason: In the interests of biodiversity.

This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

- 10 Prior to the occupation of the development, details of any external stairways / ramps shall be submitted to and approved in writing by the Local Planning Authority. The approved stairways / ramps shall thereafter be installed prior to the occupation of the development.

Reason: In the interests of the architectural and visual integrity of the overall development and the visual amenity of the area in which it is set.

This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

- 11 Details of the external illumination of all buildings and areas of the site including details of luminance and fields of illumination shall be submitted to and approved in writing by the Local Planning Authority prior to the first use of those buildings and areas and there shall be no external illumination other than that so approved.

Reason: To ensure that the Local Planning Authority retains control over these matters, in the interests of the visual amenity of the overall development, to prevent light pollution and to ensure that the development is adequately lit.

This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

- 12 Before the commencement of the development hereby permitted beyond oversight, the approval of the Local Planning Authority is required to a scheme of landscaping and tree planting for the site (including screening of bin collection points) indicating, inter alia, the number, species, heights on planting and positions of all the trees, together with details of post-planting maintenance.

Such scheme as is approved by the Local Planning Authority shall be carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses, in the opinion of the Local Planning Authority, shall be made good as and when necessary.

Reason: To ensure that the development is adequately landscaped, in the interests of its

visual amenity and that of the area in which it is set, and that Biodiversity Net Gain will be achieved.

This Condition is imposed in accordance with Policies 2, 3 and 28 of the South East Lincolnshire Local Plan, 2019 and the Environment Act 2021.

- 13 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (ECL1672) forming part of this planning application. In particular, the following measures shall be fully implemented before the property is first occupied:

- The finished floor levels of the lodges shall be set 0.3m above the surrounding ground level.

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.

This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and Section 14 of the National Planning Policy Framework, December 2024.

- 14 Before any development beyond oversight is commenced, full details of the proposed soakaway system for the disposal of surface water from the development hereby permitted, including percolation test results, shall be submitted to and approved in writing by the Local Planning Authority.

This shall include the calculations undertaken to determine the volume of storage required. Should the percolation test results be considered unacceptable by the Local Planning Authority, details of an alternative means of providing for surface water drainage shall be submitted for consideration and approved by the Local Planning Authority.

The approved means of surface water drainage shall be implemented in full before the development hereby permitted is first brought into use.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding.

This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019 and Section 14 of the National Planning Policy Framework, December 2024.

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and subsequently determining to grant planning permission.

This decision notice, the relevant accompanying report and the determined plans can be viewed online at <http://planning.sholland.gov.uk/OcellaWeb/planningSearch>

This planning permission is subject to an Agreement under Section 106 of the Town & Country Planning Act 1990 dated ***** and can only be implemented as a consequence of meeting the

provisions of that Agreement

Biodiversity Net Gain

The applicant's attention is drawn to the following Biodiversity Net Gain requirement.

The effect of Paragraph 13 of Schedule 7A of the Town and Country Planning Act 1990 is that planning permission is deemed to have been granted subject to the "biodiversity gain condition". The effect of this "biodiversity gain condition" is that development granted by this notice must not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan, or
- (c) the development is exempt from the biodiversity gain condition.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be South Holland District Council.

This permission will require the submission and approval of a Biodiversity Gain Plan and Habitat Management and Monitoring Plan (HMMP before development is begun). This is over and above the information submitted and considered as part of this application, and will be required before development is begun, because none of the statutory exemptions or transitional arrangements listed below are considered to apply.

For guidance on the contents, in respect of the details that must be submitted and agreed by the Local Planning Authority, prior to the commencement of the consented development, please see the GOV.uk website and Planning Practice Guidance.

Statutory exemptions and transitional arrangements

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These can be found at Paragraph: 003 Reference ID: 74-003-20240214 of the Planning Practice Guidance, which can be found at <https://www.gov.uk/guidance/biodiversity-net-gain>.

For clarity, the Local Planning Authority do not consider that any of the exemptions apply in this case. As such, the development hereby permitted will be subject to the biodiversity gain condition.

Irreplaceable habitat

If the onsite habitat includes irreplaceable habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements for the content and approval of Biodiversity Gain Plans.

For clarity the LPA do not consider that irreplaceable habitats are present at this site.

The Biodiversity Gain Plan must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on

arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat.

The planning authority can only approve a Biodiversity Gain Plan if satisfied that the adverse effect of the development on the biodiversity of the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

Effect of Section 73(2D) of the 1990 Act

Under Section 73(2D) of the Town and Country Planning Act 1990 (as amended) where

(a) a biodiversity gain plan was approved in relation to the previous planning permission ("the earlier biodiversity gain plan"), and

(b) the conditions subject to which the planning permission is granted:

(i) do not affect the post-development value of the onsite habitat as specified in the earlier biodiversity gain plan, and

(ii) in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat within the meaning of regulations made under paragraph 18 of Schedule 7A, do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier biodiversity gain plan.

- the earlier biodiversity gain plan is regarded as approved for the purposes of paragraph 13 of Schedule 7A of the Town and Country Planning Act 1990 (as amended) in relation to the planning permission.



Phil Norman
Assistant Director - Planning and Strategic Infrastructure
South Holland District Council

26th May 2026

BUILDING REGULATIONS:

This decision refers only to planning permission as granted under the Town and Country Planning Act 1990. The works that you are proposing may also require Building Regulations and this planning permission does not give authority under Building Regulations to commence work. Please contact the Building Control section for further information on 01775 764557 or bcadmin@sholland.gov.uk