

STAFFORD BOROUGH COUNCIL

PLANNING GUIDANCE TO MITIGATE THE IMPACT OF NEW RESIDENTIAL DEVELOPMENT ON CANNOCK CHASE SPECIAL AREA OF CONSERVATION (SAC)

(JUNE 2023)

1. Background

- 1.1 Stafford Borough Council (SBC) has a duty as a Competent Authority under the Conservation of Habitats and Species Regulations 2010 (Habitat Regs.) to ensure that planning application decisions comply with the Habitats Regulations. The Plan for Stafford Borough 2011-2031 Policy N6 safeguards the Cannock Chase Special Area of Conservation (SAC), which has been designated under the Regulations for its unique heathland habitat.
- 1.2 Evidence produced to inform the production of the Council's Plan for Stafford Borough policy N6, by consultants Footprint Ecology, together with that of partner Local Planning Authorities in the Cannock Chase SAC Partnership (South Staffordshire, Cannock Chase, Lichfield, East Staffordshire, Walsall Metropolitan Borough Council and Wolverhampton City Council), shows that the "in combination" impact of proposals involving a net increase of one or more dwellings within a 15 kilometre radius of the SAC would have an adverse effect on its integrity unless avoidance and mitigation measures are in place.
- 1.3 The effects arise from an increase in recreation over the local plan period and comprise the creation of new paths, path widening, erosion and nutrient enrichment from visitor use and vehicle emissions. SAC Partners have therefore agreed to formally support the Footprint Ecology evidence base reports and acknowledge a 15km Zone of Influence. SBC, together with other local authorities within the 15km radius of Cannock Chase SAC, have agreed to collect financial contributions from housing developments within the 15km zone and to spend these on a package of mitigation measures to mitigate harmful impacts on the SAC.
- 1.4 Following the production of the Footprint Ecology evidence base, additional advice has been received from Natural England. This has directed the Cannock Chase SAC Partnership authorities to consider mitigating any likely significant effects through the provision of on-site mitigation measures, such as those set out in section 3 of this guidance note. The use of measures seeking to avoid significant effects, such as offsite Suitable Alternative Natural Greenspaces (SANGs), is not being pursued at this time. This is primarily due to uncertainties regarding their effectiveness and their relatively high cost when compared to on-site mitigation measures.

1.5 Policy N6 states:

Policy N6 Cannock Chase Special Area of Conservation (SAC)

Development will not be permitted where it would lead directly or indirectly to an adverse impact on the Cannock Chase Special Area of Conservation (SAC) and the effects cannot be mitigated.

To ensure the Cannock Chase SAC is not harmed, all development that leads to a net increase in dwellings within 15km of the site, as shown on the Policies Map, must take all necessary steps to avoid or mitigate any adverse effects upon the SAC's integrity. This may include contributions to habitat management, access management and visitor infrastructure, publicity, education and awareness raising; provision of additional recreation space within development sites where they can be accommodated and, where they cannot, by contributions to off site alternative recreation space; and measure to encourage sustainable travel.

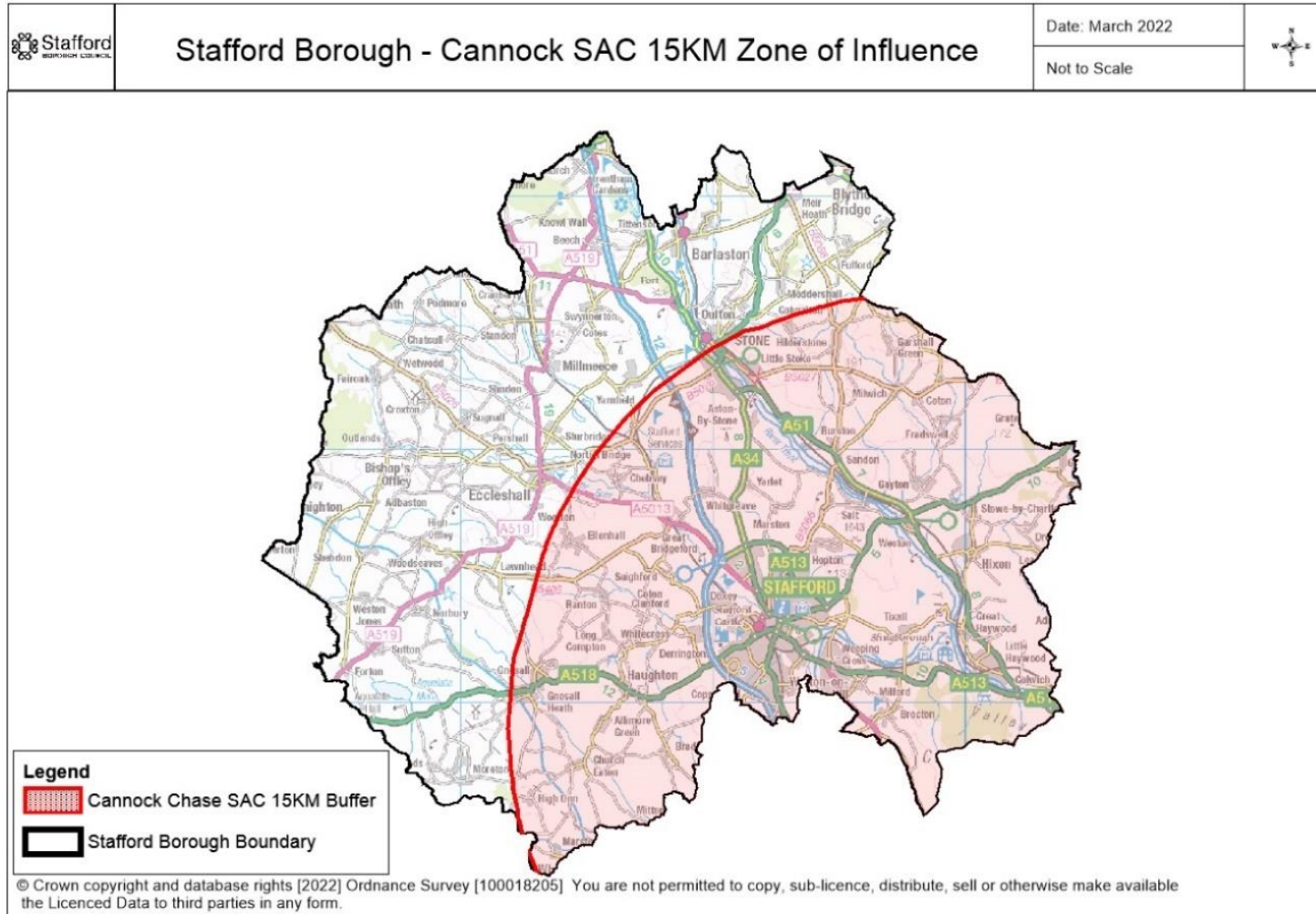
The effective avoidance and/or mitigation of any identified adverse effects must be demonstrated to the Council as the Competent Authority, and secured by means of a suitable mechanism (e.g. Legal agreement) prior to approval of the development.

- 1.6 The Council must ensure that decisions made on planning applications, permitted development and policies in the Local Plan, will avoid and mitigate recreation impacts on Cannock Chase SAC. If there are any likely significant effects, the Council is either unable to grant planning permission due to the restrictions of the Habitat Regs., or it must ensure there are appropriate mitigation measures in place. Given the evidence now available that one or more net dwellings would have an adverse effect on the SAC's integrity, the Council has introduced Guidance, as set out below, which includes a simple regime of financial contributions as an alternative to developers providing Habitats Regulations Assessment information to inform mitigation so as to prevent harm to the SAC.
- 1.7 The Guidance should be read alongside other documents produced by the Cannock Chase SAC Partnership, including the most recent Cannock Chase SAC Partnership Frequently Asked Questions document, which are available on the SBC Planning Policy webpages – [Cannock Chase SAC Frequently Asked Questions \(staffordbc.gov.uk\)](http://staffordbc.gov.uk)
- 1.8 The mitigation measures detailed in section 3 of this guidance are directly targeted at mitigating impacts arising from new planning permissions and Local Plan policies, where these increase the number of residents within the Zone of Influence.
- 1.9 Natural England supports the use of Guidance to mitigate the impact of new residential development.

2. Which Developments are Affected?

- 2.1 Any development which would produce a net increase in the number of homes within 15km of Cannock Chase SAC will be required to undertake a Habitats Regulations Assessment (HRA) or make a financial contribution before development takes place. The map below (Map 1) shows the area of Stafford Borough within 15km of the SAC.
- 2.2 The types of development affected include new homes arising through the conversion of existing buildings, houses in multiple occupation, sheltered accommodation and care homes falling within Use Class C3, and gypsy and traveller pitches.
- 2.3 Hotels, holiday lets, and camping & caravan sites will also need to undertake a Habitats Regulations Assessment (HRA) or provide a financial contribution if they could generate visitors to Cannock Chase SAC.
- 2.4 Prior approval and permitted developments, such as conversion of offices into new homes, are also affected by the Cannock Chase SAC requirement. The HRA process and consultation with Natural England must be undertaken before SBC can determine if a development is permitted development or if prior approval can be granted.
- 2.5 Further detail on developments affected by the requirement and the prior approval / permitted development process can be found in the current Cannock Chase SAC Partnership Frequently Asked Questions document, which is available at: [Cannock Chase SAC Frequently Asked Questions \(staffordbc.gov.uk\)](http://staffordbc.gov.uk)
- 2.6 Where a development is affected by the Cannock Chase SAC mitigation requirement, a Cannock Chase SAC HRA form, as set out in Appendix 1, must be completed and submitted with the planning application. This form will be used to consult Natural England.
- 2.7 If the developer wishes to undertake a Habitats Regulations Assessment rather than make use of the financial contributions system further advice can be provided by the Planning Team.

Map 1. Map of Cannock Chase SAC 15 km Zone of Influence in Stafford Borough



3. Analysis of SAC Mitigation Costs?

3.1 The following table of mitigation measures and estimated costings has been prepared by independent consultants in collaboration with the Cannock Chase SAC Partnership to set out Detailed Implementation Plans (DIPs) relating to the Cannock Chase SAC.

Table 1: Detailed Implementation Plan Mitigation Measures

Item of Works	Amount remaining to be funded
Resources / events for Engagement Key Stages 1-2 (2020-2040)	£99,195
Resources / events for Engagement Key Stages 3-4 (2020-2040)	£99,195
Resources / events for Engagement with key visitor groups (2020-2040)	£30,000
Creation of Central Website and hosting until 2040	£10,500
Special Project, Forestry England Visitor / mountain bike centre south of A460	£25,000
Special Project, Marquis Drive Masterplan	£25,000
Special Project, Museum of Cannock Chase, Community Hub	£25,000
Circular routes created at each main Car Park: pathworks	£90,000
Orientation panel in each main car-park showing main promoted routes, replacement after 10 years	£15,800
Additional staffing to increase face-to face engagement, (equivalent to 3 full time posts 2020-2040)	£2,364,000
Special Project. Chase Rd	£25,000
Close Car Parks	£150,000
Material (temporary signs etc.) to close damaging habitat fragmentation desire lines	£10,000
New road signs to replace existing ones	£75,000
Installation of Car Park Charging Machines	£70,000
Cost to maintain improved car-parks 2020-2040	£704,900
Circular routes created at each main Car Park: way-markers, replacement after 10 years	£18,750
Circular routes created at each main Car Park: finger posts, replacement after 10 years	£30,300
Orientation panel in each main car-park showing main promoted routes, replacement after 10 years	£22,000
CC SAC Team Admin Assistant (part time, 2020-2040)	£420,000
CC SAC SAMMM Delivery Officer (2020-2030)	£400,000
Project manager / Project officer post	£765,000
Monitoring: visitor survey at 5 year intervals	£160,000
Monitoring: Automated counters (15 counters)	£90,000
Contingency (10%)	£572,464
	£6,297,104

3.2 The table below identifies the planned housing growth within the 0-15 km Zone of Influence around Cannock Chase SAC.

Table 2: Calculating the rates of developer contribution in the 0-15km Zone

Local Authority in the 15km ZOI of the Cannock Chase SAC	Housing Numbers proposed in the 15km ZOI from April 2022 (excluding sites with planning permission)	Percentage (%) of total housing delivery	Monies to collect for the DIPs*
Stafford	5,412	25	£1,572,605
South Staffordshire	4,205	19.4	£1,221,878
Cannock Chase	2,378	11	£690,993
City of Wolverhampton	1,364	6.3	£396,348
East Staffordshire	155	0.7	£45,040
Lichfield	851	3.9	£247,281
Walsall	7,306	33.7	£2,122,959
TOTAL	21,671		
Total Cost	£6,297,104		

3.3 Should the estimated costings for the proposed mitigation measures be the subject of refinement as a consequence of monitoring and emerging evidence, the rates will be recalculated as part of an ongoing process of review.

3.4 Provided that the individual authorities deliver the required cost per authority (as per the table above) to the SAC Partnership, it is at the discretion of each authority to determine how to implement the charging requirement.

4. Cannock Chase SAC Mitigation Payments in Stafford Borough

4.1 Stafford Borough Council (SBC) will require a payment for each net new home created through development within 15km of Cannock Chase SAC. The figure will be Index Linked in line with the All Items Group (Item reference CHAW) of the Retail Prices Index published by HM Government Office for National Statistics. SBC may also make a charge for the administration costs of entering into the relevant legal agreement required to secure this financial contribution. Please click on the web-page link below for the current 'Set Developer Contribution Fee':

[Cannock Chase Special Area of Conservation \(SAC\) | Stafford Borough Council \(staffordbc.gov.uk\)](https://www.staffordbc.gov.uk/cannock-chase-special-area-of-conservation-sac)

- 4.2 SBC will require the developer to enter into either a S106 agreement or a Unilateral Undertaking in order to secure the contribution. The templates for a Unilateral Agreement for both proposals receiving planning consent and permitted development respectively are provided in Appendix 2, which are recommended for developments of less than 10 homes, as these are unlikely to require a Section 106 Agreement. However, parties should take their own independent legal advice before entering into such an agreement.
- 4.3 In order to meet the requirements of the Habitats Regulations, any legal agreement must ensure that the financial contribution is paid before commencement of development.
- 4.4 For proposals of less than 10 homes, the developer / applicant can choose to provide the contribution as part of the planning application process prior to the decision being determined, through the use of a Section 111 agreement. The template for the Section 111 Agreement is provided in Appendix 3.

Appendix 1 Cannock Chase SAC HRA Form



Habitat Regulation Assessment (HRA) Screening Matrix and Appropriate Assessment Statement
<p>PLEASE NOTE: Undertaking the HRA process is the responsibility of the decision maker as the Competent Authority for the purpose of the Habitats Regulations. However, it is the responsibility of the applicant to provide the Competent Authority with the information that they require for this purpose.</p>

This template is to be used only for Cannock Chase Special Area of Conservation (SAC) Partnership Local Planning Authorities (LPAs)

Application Reference:	
Application Address:	
Application Description:	
Proximity to SAC:	Choose an item.
Accordance with the development plan:	Choose an item.

STEP 1) – Scoping – Details of the Plan or Project	
European site potentially impacted by planning application, plan or project	Cannock Chase SAC
Is the planning application, project or plan directly connected with or necessary to the management of the site?	No
Are there any other projects or plans that together with the planning application/project being assessed could affect the site?	Yes. The evidence base shows that all new development resulting in a net increase in residential dwellings within 15km of the Cannock Chase SAC will have an adverse, in combination effect on the integrity of the Cannock Chase SAC in the absence of mitigation.

STEP 2)- HRA Stage 1, Screening Assessment, (likely significant effect?)

Test 1: the significance test – The Applicant is to provide evidence so that a judgement can be made as to whether there could be any potential significant impacts of the development on the integrity of the SPA/SAC/Ramsar.

The proposed development is within 15km of the Cannock Chase SAC. In accordance with advice from Natural England, the Cannock Chase SAC Partnership's evidence base and the evidence base which underpins the development plan, any development within 15km of the SAC which is likely to increase recreational disturbance of the area is likely to result in significant harm to the SAC's reasons for designation.

Following the CJEU ruling (case C 323/17), LPAs can no longer consider any avoidance and mitigation measures as part of the application at this stage of HRA. For applications which may result in increases in recreational disturbance on Cannock Chase SAC, Natural England's advice is that such applications, without mitigation, are likely to significantly impact upon the reasons for designation of the SAC. Therefore, such applications will progress directly to Appropriate Assessment.

STEP 3, PART 1) - HRA Stage 2, Appropriate Assessment (integrity test), Information Provided by the Applicant and Details of Proportional Mitigation

Appropriate Assessment under Regulation 63(1) - the integrity test - if there are any potential significant impacts, the applicant must provide evidence showing avoidance and/or mitigation measures to allow an Assessment to be made. The Applicant must also provide details which demonstrate any long-term management, maintenance and funding of any solution.

Development sites within the 15km zone of influence of the Cannock Chase SAC (both individually and in combination with other development within the zone of influence) will increase the human population within the zone and contribute to the creation of new paths, path widening, erosion and nutrient enrichment from visitor use and vehicle emissions. Further information regarding the impacts of increased recreation levels on the Cannock Chase SAC's integrity is set out in detail in the Impacts of Recreation to Cannock Chase SAC (2012) report.

The project being assessed would result in a net increase of residential dwellings within the 15km zone of influence. In line with the evidence base referenced earlier in this assessment, an adverse in combination effect on the integrity of the SAC would therefore be likely to result due to an increase in recreational disturbance as a result of the new development. As such, in order to lawfully be permitted, the effects resulting from the development will need to be avoided and mitigated through a package of suitable measures.

The Cannock Chase SAC Partnership has agreed a series of mitigation and avoidance measures with Natural England. These are referred to as Strategic Access Management and Monitoring Measures (SAMMM).

As set out in the SAMMM and the associated evidence base which supports it, the majority of visitors to the SAC from within the 0-15km zone of influence surrounding the Cannock Chase SAC. Therefore, the approach agreed through the SAMMM is to require mitigation payment per net residential dwelling from all new development within the 0-15km 'zone of payment'.

Furthermore, evidence indicates that the measures set out in the SAMMM and linked Delivery Implementation Plans can accommodate fluctuations in housing delivery from speculative growth (windfall), provided any fluctuations are within the parameters of currently adopted plans. This is set out in detail in the Cannock Chase SAC – Planning Evidence Base Review: Stage 1 (2017) and the subsequent Planning Evidence Base Review: Stage 2 (2021).

Therefore, the Cannock Chase SAC – Planning Evidence Base Review suggests that any likely significant effects to the Cannock Chase SAC can be avoided or mitigated through the provision of a financial contribution per net residential dwelling proposed towards the measures outlined in the SAMMM. A legal agreement or CIL contribution will be necessary to secure the required payment. Without the security of the mitigation being provided through a legal agreement, a significant effect would remain likely. As long as such a legal agreement is secured, the proposed development would not lead to a likely significant effect on the Cannock Chase SAC.

Provided that the application proposes to secure a financial contribution per net residential dwelling through a satisfactory legal agreement, the proposed development would deliver sufficient mitigation and avoidance measures to prevent an adverse in combination effect on the integrity of the Cannock Chase SAC.

STEP 3, PART 2)– Appropriate Assessment, Conclusion of the Competent Authority (LPA)

The authority concludes that the application will have a significant effect in the absence of avoidance and mitigation measures on Cannock Chase SAC. This represents the authority's Appropriate Assessment as a Competent Authority in accordance with requirements under Regulation 63 of the Conservation of Habitats and Species Regulations 2017, Article 6 (3) of the Habitats Directive and having due regard to its duties under Section 40(1) of the NERC Act 2006 to the purpose of conserving biodiversity.

The authority has concluded that the adverse effects arising from the proposal are wholly consistent with the effects detailed in the Cannock Chase SAC evidence base referenced elsewhere in this assessment. The most up-to-date evidence suggests that these effects can be satisfactorily mitigated by the measures set out in the Strategic Access Management and Monitoring Measures agreed with Natural England.

As the development lies within the 0-15km zone of payment it is the authority's assessment that, subject to a satisfactory legal agreement or CIL contribution to secure the proportional financial contribution towards the SAMMMs, the application will deliver the required measures necessary to mitigate or avoid any likely significant effects. Therefore it can be concluded that there will be no adverse effect on the integrity of Cannock Chase SAC.

Natural England Comments and Further Advice:

Summary of Natural England's comments:

NATURAL ENGLAND INSERT TEXT HERE

**Appendix 2 Template Unilateral Undertaking (subject to
planning consent)**

STAFFORD BOROUGH COUNCIL

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 (as amended) and in accordance
with the requirements under the Conservation of Habitats and Species Regulations 2017

Relating to:

\$

Planning Application Reference: \$

Shared Legal Services
Riverside
Civic Centre
Stafford
ST16 3AQ

THIS UNDERTAKING is made as a Deed on the _____ day of _____ 20\$

BY:

1. PARTIES

- (1) **\$ of \$** _____ (Company Registration number \$) ("the Owner(s)")
(2) **\$ of \$** _____ ("the Chargee")

TO:

STAFFORD BOROUGH COUNCIL, Riverside, Civic Centre, Stafford, ST16 3AQ
("the Council")

2. DEFINITIONS

In this Undertaking (except where the content otherwise requires):

- 2.1 **"the Act"** means the Town and Country Planning Act 1990
- 2.2 **"the Application"** means the planning application numbered \$ _____
- 2.3 **"the Charge"** means a legal charge dated \$ _____ and made between the Owner (1) and the Chargee (2) by which the Land became charged with the repayment of certain monies to the Chargee
- 2.4 **"Commencement of the Development"** means the earliest date upon which any material operations are begun in accordance with the provisions of Section 56(4) of the Act save for the purposes of this Undertaking none of the following operations shall constitute a material operation:-
- 2.4.1 site preparation works;
 - 2.4.2 archaeological investigations;
 - 2.4.3 site investigation works (including environmental investigations)
 - 2.4.4 works of demolition
- [or whenever the new use is first instituted whichever is earlier] and Commence the Development shall be construed accordingly
- 2.5 **"the Development"** means the development to be authorised by the Planning Permission.
- 2.6 **"the Index"** means the All Items Group (Item reference CHAW) of the Retail Prices Index published by HM Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or in default of agreement fixed by the President for the time being of the Law Society on the application of any party) shall be used
- 2.7 **"Index Linked"** means increased (if appropriate) in proportion to movements in the Index between the date of this Undertaking and the date the particular payment is made

- 2.8 **"Implementation Notice"** means the notice in writing to be served upon the Council by the Owner notifying it of Commencement of Development annexed hereto
- 2.9 **"the Land"** means the land at \$ shown, for the purposes of identification and edged red on the attached plan annexed hereto
- 2.10 **"the Planning Permission"** means the planning permission to be granted pursuant to the Application
- 2.11 **"the Cannock Chase Special Area of Conservation Contribution"** means £\$ Index Linked to be paid towards taking measures to mitigate the adverse impact of recreational activities on the integrity of the Cannock Chase Special Area of Conservation

3. INTERPRETATION

- 3.1 References to the masculine, feminine and neuter genders shall include the other genders
- 3.2 References to the singular include the plural and vice versa unless the contrary intention is expressed
- 3.3 References to natural persons are to include corporations and vice versa
- 3.4 Headings in this Undertaking are for reference purposes only and shall not be taken into account in interpretation
- 3.5 The expressions "the Owner", "the Chargee" and "the Council" shall include their respective successors in title and assigns
- 3.6 A reference to a clause, paragraph or schedule is (unless the context otherwise requires) a reference to a clause, paragraph or schedule of this Undertaking
- 3.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction
- 3.8 Where in the Undertaking a party includes more than one person any obligations of that party shall be joint and several
- 3.9 Any reference in this Undertaking to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force

4. RECITALS

- 4.1 The Owner owns the freehold interest in the Land and is registered as proprietor of it with Title Absolute at HM Land Registry free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of Title Number \$ at the date of this Undertaking
- 4.2 The Council is the local planning authority for the purposes of the Act for the Land

- 4.3 The Owner has by the Application applied to the Council for approval to carry out the Development
- 4.4 The Land is situated within 0-15km of Cannock Chase Special Area of Conservation.
- 4.5 The purpose of the planning obligations set out in the First Schedule to this Undertaking is to avoid and mitigate any impact which the Development might otherwise have upon the integrity of the Cannock Chase Special Area of Conservation
- 4.6 The obligations in this Undertaking are in accordance with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and not for the purpose of granting planning permission but rather for the Council to secure compliance with the Conservation of Habitats and Species Regulations 2017. For the avoidance of doubt the planning obligations in this Deed shall be enforceable by the Council even though they do not constitute a reason for granting planning permission .

5. STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 This Undertaking shall constitute a planning obligation for the purposes of and made pursuant to Section 106 of the Act
- 5.2 The obligations of the Owner in this Undertaking are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority
- 5.3 Subject to clause 5.4 the Owner covenants with the Council to the intent that this Undertaking shall be enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owner and any person deriving title through or under it to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person
- 5.4 No person shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking after they shall have parted with all interest in the Land or the part in respect of which such obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest
- 5.5 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking in respect of any site used only as an electricity substation, gas governor or pumping station
- 5.6 If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Undertaking shall forthwith determine and cease to have effect
- 5.7 Nothing in this Undertaking shall be construed as prohibiting or limiting any 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 Undertaking

5.8 Nothing in this Undertaking shall be construed as restricting the exercise by the Council of any powers exercisable by the Council under the Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority

6. CONDITION PRECEDENT

The planning obligations contained in this Undertaking shall not be enforceable until the grant of the Planning Permission by the Council

7. OBLIGATIONS

The Owner further covenants, agrees and declares in respect of the Land as set out in Schedule 1 of this Undertaking

8. COSTS

The Owner agrees to pay to the Council on the signing of this Undertaking their reasonable costs and disbursements incidental to the approval and completion of this Undertaking

9. THE CHARGE

The Chargee for itself and its successors in title consents to the Owner entering into this Undertaking and covenants with the Council that in the event that the Chargee takes possession of the Land or any part of it and/or exercises its power of sale under the provisions of the Charge then the Chargee and its successors in title will observe and perform and be bound by the terms and conditions of this Undertaking so far as the same remain to be observed and performed

10. INVALIDITY

It is agreed and declared that if any clause or sub-clause of this Undertaking shall be deemed to be unenforceable or ultra vires the remainder of the Undertaking shall remain in full force and effect provided severance from this Undertaking is possible.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Undertaking shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the Council and to the specific person executing this Undertaking as the Owner and its successors (if any) as defined in this Undertaking and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights or enforcement in respect of any matter contained in this Undertaking

12. OTHER MATTERS

12.1 The Owner shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained in this Undertaking

12.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Undertaking and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to this Undertaking and shall cite the number and clause of this Undertaking to which it relates

12.3 This Undertaking shall be registered as a Local Land Charge

IN WITNESS of which the Owner and Chargee have executed this Deed and have delivered it upon dating the day and year first before written

SCHEDULE 1
OWNER'S OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:

1. To serve on the Council the Implementation Notice no later than 14 days prior to the anticipated Commencement of the Development.
2. Not to Commence Development until the Implementation Notice has been served on the Council of the anticipated Commencement of Development.
3. Prior to Commencement of Development to pay the Cannock Chase Special Area Conservation Contribution to the Council.
4. Not to Commence the Development until the Cannock Chase Special Area of Conservation Contribution has been paid to the Council.

Executed as a Deed by)
\$)
Acting by:)

Director
Director/Secretary

OR

Executed as a Deed by the said)
\$)
In the presence of:)

Signature of Witness
Witness Name (BLOCK CAPITALS)
Witness Address
.....
Witness Occupation

Executed as a Deed by the said)
\$)
In the presence of:)

Signature of Witness
Witness Name (BLOCK CAPITALS)
Witness Address
.....
Witness Occupation

Executed as a DEED by)
\$)
in the presence of:)

Director

Director/Secretary

IMPLEMENTATION NOTICE

NOTICE TO STAFFORD BOROUGH COUNCIL ON COMMENCEMENT OF DEVELOPMENT

Planning Permission Reference:

Development Site:

.....

Description of Development:

.....

.....

.....

Date of Unilateral Undertaking:

Notice is hereby given to the Strategic Planning & Placemaking Manager at Stafford Borough Council that works to implement the above planning permission will commence on

.....

Signed:

For and on behalf of :

Contact name and telephone no.

Contact e-mail address:

Date:

Complete and send this Notice to the address below together with the Contribution:

Stafford Borough Council
Planning (Development Management),
Civic Centre,
Riverside
Stafford,
ST16 3AQ

Appendix 2 Template Unilateral Undertaking (permitted development)

STAFFORD BOROUGH COUNCIL

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 (as amended) and in accordance with the requirements under the Conservation of Habitats and Species Regulations 2017

Relating to:

XXXXXXXXXXXXX(include address of application site)

Planning Application Reference: xxxxxxxx(planning application no.)

Shared Legal Services
Stafford Borough Council
Civic Centre
Stafford
ST16 3AQ

THIS UNDERTAKING is made as a Deed on the

day of

202

BY:

1. PARTIES

- (1) **XXXXXXXXXXXXXXXXXXXX** (name and address of owner(s) of the application site)
of **XXXXXXXXXXXXXXXXXXXX**("the Owner")
- (2) **XXXXXXXXXXXXXXXXXXXX** (name and address of chargee/ mortgagee) of
XXXXXXXXXXXXXXXXXXXX ("the Chargee")

TO:

STAFFORD BOROUGH COUNCIL of Civic Centre Riverside Stafford ST16 3AQ ("the Council")

2. DEFINITIONS

In this Undertaking (except where the content otherwise requires):

- 2.2 **"the Act"** means the Town and Country Planning Act 1990
- 2.3 **"the Application"** means the application for approval of the Development under regulation 75 of the Regulations
- 2.3 **"the Charge"** means a legal charge dated **XXXXXXX** and made between the Owner (1) and the Chargee (2) by which the Land became charged with the repayment of certain monies to the Chargee
- 2.4 **"Commencement of the Development"** means the earliest date upon which any material operations are begun in accordance with the provisions of Section 56(4) of the Act save for the purposes of this Undertaking none of the following operations shall constitute a material operation: -
 - 2.4.1 site preparation works
 - 2.4.2 archaeological investigations
 - 2.4.3 site investigation works (including environmental investigations)
 - 2.4.4 works of demolition

or the time when the new use is instituted whichever is earlier and "Commence the Development" shall be construed accordingly

- 2.5 **"the Development"** means the development on the Land comprising granted planning permission by a general development order.
- 2.6 **"the Index"** means the All Items Group (Item reference CHAW) of the Retail Prices Index published by HM Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or in default of agreement fixed by the President for the time being of the Law Society on the application of any party) shall be used
- 2.7 **"Index Linked"** means increased (if appropriate) in proportion to movements in the Index between the date of this Undertaking and the date the particular payment is made
- 2.8 **"Implementation Notice"** means the notice in writing to be served upon the Council by the Owner notifying it of Commencement of Development annexed hereto
- 2.9 **"the Land"** means the land at shown for the purposes of identification and edged red on the attached plan annexed hereto
- 2.10 **"the Cannock Chase Special Area of Conservation Contribution"** means £ XXX (XXXX pounds) Index Linked to be paid towards taking measures to mitigate the adverse impact of recreational activities on the integrity of the Cannock Chase Special Area of Conservation
- 2.11 **"the Regulations"** means the Conservation of Habitats and Species Regulations 2017

3. INTERPRETATION

- 3.2 References to the masculine, feminine and neuter genders shall include the other genders
- 3.2 References to the singular include the plural and vice versa unless the contrary intention is expressed
- 3.3 References to natural persons are to include corporations and vice versa
- 3.4 Headings in this Undertaking are for reference purposes only and shall not be taken into account in interpretation
- 3.5 The expressions "the Owner", "the Chargee" and "the Council" shall include their respective successors in title and assigns
- 3.6 A reference to a clause, paragraph or schedule is (unless the context otherwise requires) a reference to a clause, paragraph or schedule of this Undertaking

- 3.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction
- 3.8 Where in the Undertaking a party includes more than one person any obligations of that party shall be joint and several
- 3.9 Any reference in this Undertaking to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force

4. RECITALS

- 4.1 The Owner owns the freehold interest in the Land and is registered as proprietor of it with Title Absolute at HM Land Registry free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of Title Number SFXXXXXX at the date of this Undertaking
- 4.2 The Council is the local planning authority for the purposes of the Act for the Land
- 4.3 The Owner has submitted the Application to the Council
- 4.4 The Land is situated within 0-15km of Cannock Chase Special Area of Conservation.
- 4.5 The purpose of the planning obligations set out in the First Schedule to this Undertaking is to avoid and mitigate any impact which the Development might otherwise have upon the integrity of the Cannock Chase Special Area of Conservation and to enable the Council to issue an approval under regulation 77 of the Regulations
- 4.6 The obligations in this Undertaking are in accordance with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and not for the purpose of granting planning permission but rather for the Council to secure compliance with the Conservation of Habitats and Species Regulations 2017. For the avoidance of doubt the planning obligations in this Deed shall be enforceable by the Council even though they do not constitute a reason for granting planning permission.

5. STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 This Undertaking shall constitute a planning obligation for the purposes of and made pursuant to Section 106 of the Act

- 5.2 The obligations of the Owner in this Undertaking are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority
- 5.3 Subject to clause 5.4 the Owner covenants with the Council to the intent that this Undertaking shall be enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owner and any person deriving title through or under it to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person
- 5.4 No person shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking after they shall have parted with all interest in the Land or the part in respect of which such obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest
- 5.5 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking in respect of any site used only as an electricity substation, gas governor or pumping station
- 5.7 Nothing in this Undertaking shall be construed as restricting the exercise by the Council of any powers exercisable by the Council under the Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority

6. CONDITION PRECEDENT

The planning obligations contained in this Undertaking shall not be enforceable until the issue by the Council of a written approval under regulation 77 of the Regulations

7. OBLIGATIONS

The Owner further covenants, agrees and declares in respect of the Land as set out in Schedule 1 of this Undertaking

8. COSTS

The Owner agrees to pay to the Council on the signing of this Undertaking their reasonable costs and disbursements incidental to the approval and completion of this Undertaking

9. THE CHARGEES

The Chargee for itself and its successors in title consents to the Owner entering into this Undertaking and covenants with the Council that in the event that the Chargee takes possession of the Land or any part of it and/or exercises its power of sale under the provisions of the Charge then the Chargee and its successors in title will observe and perform and be bound by the terms and conditions of this Undertaking so far as the same remain to be observed and performed

10. INVALIDITY

It is agreed and declared that if any clause or sub-clause of this Undertaking shall be deemed to be unenforceable or ultra vires the remainder of the Undertaking shall remain in full force and effect provided severance from this Undertaking is possible.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Undertaking shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the Council and to the specific person executing this Undertaking as the Owner and its successors (if any) as defined in this Undertaking and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights or enforcement in respect of any matter contained in this Undertaking

12. OTHER MATTERS

12.1 The Owner shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained in this Undertaking

12.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Undertaking and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to this Undertaking and shall cite the number and clause of this Undertaking to which it relates

12.3 This Undertaking shall be registered as a Local Land Charge

IN WITNESS of which the Owner and the Chargee have executed this Deed and have delivered it upon dating the day and year first before written

SCHEDULE 1

OWNER'S OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:

1. To serve on the Council the Implementation Notice no later than 14 days prior to the anticipated Commencement of the Development.
2. Not to Commence Development until the Implementation Notice has been served on the Council of the anticipated Commencement of Development.
3. Prior to Commencement of Development to pay the Cannock Chase Special Area Conservation Contribution to the Council.
4. Not to Commence the Development until the Cannock Chase Special Area of Conservation Contribution has been paid to the Council.

The Common Seal of)

XXXXXXXXXXXXXXXXXX)

was affixed to this Deed)

in the presence of)

Director

Director/Secretary

OR

Executed as a Deed by)

XXXXXXXXXXXXXXXXXX acting by)

In the presence of)

Director

Signature of Witness

Witness Name (BLOCK CAPITALS)

Witness Address

.....

Witness Occupation

OR

Executed as a Deed by)

XXXXXXXXXXXXXXXXXXXX)

Acting by:)

Director

Director/Secretary

Executed as a Deed by the said)

XXXXXXXXXXXXXXXXXXXX)

in the presence of :)

Signature of Witness

Witness Name (BLOCK CAPITALS)

Witness Address

.....

Witness Occupation

IMPLEMENTATION NOTICE

NOTICE TO STAFFORD BOROUGH COUNCIL ON COMMENCEMENT OF DEVELOPMENT

Planning Permission Reference:

Development Site:

.....

Description of Development:

.....

.....

.....

Date of Unilateral Undertaking:

Notice is hereby given to the Strategic Planning & Placemaking Manager at Stafford Borough Council that works to implement the above planning permission will commence on

.....

Signed:

For and on behalf of :

Contact name and telephone no.

Contact e-mail address:

Date:

Complete and send this Notice to the address below together with the Contribution:

Stafford Borough Council

Planning Department (Development Management)

Civic Centre

Riverside

Stafford

ST16 3AQ

Appendix 3 Template Section 111 Agreement (subject to planning consent or permitted development)

Please sign and return 2 copies of this agreement to the address specified below. You should refer to the guidance notes online. Incorrect or missing information may delay the determination of your application

Stafford Borough Council

Cannock Chase Special Area of Conservation Contribution.

Section 111 Local Government Act 1972 and the Town and Country Planning Act 1990 (as amended) and in accordance with the requirements under the Conservation of Habitats and Species Regulations 2017

To: Stafford Borough Council
 Planning Department (Development Management)
 Civic Centre
 Riverside
 Stafford
 ST16 3AQ

Application Reference Number:	
Development Site (address):	
Development Description:	
Please confirm who you are:	
Applicant, Owner or Other Interest (please state if Other Interest):	
Your Name:	
Address (if different from Development Site address above):	

The Council (Stafford Borough Council) is the Local Planning Authority for the area in which the Development Site is situated.

I have applied to the Council for planning permission for the Development at the Development Site and I have submitted a Cannock Chase Special Area of Conservation Contribution to Stafford Borough Council by card / BACS for the total amount of:

£	
Equivalent to number of new dwellings (insert number):	

towards the cost of measures to mitigate the impact of the Development on the European Site as defined in the Cannock Chase Special Area of Conservation Memorandum of Understanding dated April 2022 and associated published evidence.

“Cannock Chase Special Area of Conservation Contribution” means a sum per new dwelling for sites within the 15 km Zone of Influence in accordance with the Cannock Chase Special Area of Conservation Memorandum of Understanding and the Conservation of Habitats and Species Regulations 2017 (as amended). The figure will be Index Linked in line with the All Items Group (Item reference CHAW) of the Retail Prices Index published by HM Government Office for National Statistics. Please click on the web-page link below for the current ‘Set Developer Contribution Fee’ together with further information:

[Cannock Chase Special Area of Conservation \(SAC\) | Stafford Borough Council \(staffordbc.gov.uk\)](http://staffordbc.gov.uk)

I am making the attached payment to Stafford Borough Council to address the requirements of the Cannock Chase Special Area of Conservation Memorandum of Understanding and the Conservation of Habitats and Species Regulations 2017 (as amended). The Cannock Chase Special Area of Conservation Contribution has been paid to the Council for the defined purposes to be held by the Council and used solely for those purposes within 10 years of the Development being commenced.

I hereby acknowledge and agree that:

1. I have paid the Cannock Chase Special Area of Conservation Contribution online / by telephone, and the contribution has been received by Stafford Borough Council with

Transaction / receipt number	
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2. I have read the Council's Cannock Chase Special Area of Conservation Memorandum of Understanding 2022 and I am making this payment as a contribution to mitigate the likely impacts of the development when considered alone or in combination with other plans and projects.
3. I have been informed of the opportunity to complete a unilateral planning obligation (in accordance with Section 106, Town and Country Planning Act 1990) undertaking to make the habitats mitigation contribution when development commences and I have chosen to make direct payment as an expeditious alternative to relying on such a unilateral planning obligation.
4. No refund of this Cannock Chase Special Area of Conservation contribution will be made unless the application: (i) does not receive approval, or (ii) is withdrawn; or (iii)

in the event the Development has not been commenced and planning permission is no longer capable of being implemented.

5. In respect of any refund (including where an application is withdrawn) I further acknowledge that:
- a. No interest will accrue to be refunded
 - b. No refund will be made until the period for appeal has passed or an appeal has been dismissed or six months has elapsed since the date of withdrawal
 - c. If an appeal against refusal is made and is allowed by the Planning Inspectorate no refund will be made
 - d. If the planning permission is varied by a section 73 application or amended, then the contribution may be used to cover the Cannock Chase Special Area of Conservation Contribution due for that application.

Please pay your contribution by BACS to the following details:

Bank	Barclays Bank Plc, Market Square, Stafford ST16 2BE
Account name	Stafford Borough Council
Account number	10841706
Sort Code	20-81-18
IBAN	GB52 BARC 2081 18 10 84 17 06
Bank ID Code (Swift code)	
VAT reg number	
Please use payment reference	CCSAC/SBC/[insert your application reference number]

If you have any queries regarding your payment please contact the Council's Financial Services team by email to Finman@cannockchasedc.gov.uk (shared service) or by telephone on 01785 619000

Or alternatively you can make a payment over the telephone by ringing Stafford Borough Council's telephone number on 01785 619000

Signature of applicant:

Full name of applicant:

Date:

IMPLEMENTATION NOTICE

NOTICE TO STAFFORD BOROUGH COUNCIL ON COMMENCEMENT OF DEVELOPMENT

Planning Permission Reference:

Development Site:

.....

Description of Development:

.....

.....

.....

Date of Section 111 Agreement:

Notice is hereby given to the Strategic Planning & Placemaking Manager at Stafford Borough Council that works to implement the above planning permission will commence on

Signed:

For and on behalf of :

Contact name and telephone no.

Contact e-mail address:

Date:

Complete and send this Notice to the address below:

Stafford Borough Council

Planning Department (Development Management)

Civic Centre

Riverside

Stafford

ST16 3AQ