

## Delegated Decision

11 October 2024



### **Agreement to support School Rebuilding Programme Capital Project at St Leonard's Catholic School, Durham**

#### **Report of Corporate Management Team**

**John Pearce, Corporate Director of Children and Young People's Services**

**Councillor Ted Henderson, Cabinet Portfolio Holder for Children and Young People's Services**

#### **Electoral division(s) affected:**

Countywide

#### **Purpose of the Report**

- 1 The Secretary of State for Education (the "Secretary of State") intends to enter into a design and build contract with BAM Construction Limited (the "Contractor") for the carrying out of design and construction work relating to St Leonard's Catholic School, Durham.
- 2 The DfE require signed versions from **all** parties before the final business case can be approved to rebuild the named school and the contracts signed. Other signatories include Bishop Wilkinson Academy Trust and the School, its Governing Body and the RC Diocese of Hexham and Newcastle
- 3 Due to the significant pressure on programme the attached draft B2B is to be sent out in final copy on 11<sup>th</sup> October 2024. This will be issued for electronic signature via adobesign .

#### **Executive summary**

- 4 The Council needs to sign a Back-to-Back letter to confirm it will assist the DfE in the discharge of its obligations in relation to the building works at St Leonards
- 5 This supports other signatories including The School, Academy Trust and RC Diocese.

- 6 It is intended that this letter creates legal relations between the Secretary of State and all of the other parties to it.
- 7 Each party to this letter agrees that this letter may be signed by electronic signature and that this method of signature is as conclusive of its intention to be bound by this agreement as if signed by each party's manuscript signature.

### **Recommendation(s)**

- 8 To sign the back-to-back letter which supports this urgent requirement, using delegated powers under Table 6 para 19, to manage the Council's function as LEA, in accordance with strategic plans approved by the Council and governing legislation.
- 9 By signing the letter, DCC will be supporting the acceleration of St Leonard's within the School Rebuilding Programme and helping to address temporary accommodation challenges brought about by its RAAC issues.

### **Background**

- 10 The agree project includes the demolition of existing school buildings and development of a replacement school building and works to the retained Springwell Hall, along with car parking, hard and soft landscaping including works to trees, replacement playing pitches, and access arrangements.
- 11 In consideration of the Secretary of State entering into the Contract with the Contractor, and to enable the Secretary of State to fulfil their obligations under the Contract, the agreement and assistance of all parties is needed,
- 12 By signing this letter, we are committing that we will support a range of expectations ensuring that we will:
  - a. At all times act reasonably in all dealings with the Secretary of State, with one another and with any third parties concerning the Contract
  - b. Grant to the Secretary of State those rights of access in respect of our property that are necessary to allow the Secretary of State to grant to the Contractor the rights set out in the Contract;

- c. Consent to the carrying out of the construction works as described in the Contract (including as that Contract may be varied from time to time) by or on behalf of the Secretary of State;
- d. Co-operate fully and in a timely manner with any reasonable request made by the Secretary of State to provide, or ensure the provision of, documents relating to the School, and to provide, or ensure the provision of, any oral or written information relating to the School;
- e. Not wilfully impede either the Secretary of State or the Contractor in the performance of their obligations under the Contract;
- f. We will regularly liaise with the Secretary of State and assist with anything that is reasonably required by the Secretary of State to discharge their obligations under the Contract including (without limitation) complying with the 3 requirements of the planning permission, the obtaining of any third-party consents, signing of the Employer Necessary Consent Agreements within the timeframe as detailed in Annexe 2 (Employer Necessary Consents) of this letter and compliance with the agreed programme for decanting from the old to the new premises;
- g. Acknowledge that the planning permission for the carrying out of the construction works as described in the Contract is subject to the planning conditions appended at Annexe 1.
- h. Behave reasonably at all times and not do anything or omit to do anything that would cause the Secretary of State to breach their obligations under the Contract or could enable the Contractor to claim additional time or money; and 9. Bishop Wilkinson Catholic Education Trust (“the Trust”) will take out and maintain the existing structures and contents policy for Specified Perils in accordance with clause 6.7 and Schedule 3 Insurance Option C.1 of the Contract as amended and when reasonably required produce documentary evidence and receipts showing that such insurances have been taken out and are being maintained or if applicable confirmation that it is a member of the Department for Education’s Risk Protection Arrangement. 4 All parties to this letter acknowledge that the cost of any professional advice required to support the commitments being made.

## **Conclusion**

- 13 The Secretary of State agrees to continue to manage and enforce the terms of the Contract with due regard to the interests of the School, the site trustees and the diocesan authority and to ensure the works are completed and any defects rectified until the later of the end of the 12 month defects liability period or settlement of the final account pursuant to the Contract. By that point the Secretary of State will procure the grant of collateral warranties from the Contractor, and any material design subcontractors and professionals appointed by the Contractor, in favour of

the Trust, the Diocese of Hexham and Newcastle and Durham County Council.

### **Background papers**

- List any papers required by law / None

### **Other useful documents**

- Back-to-Back Letter

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### **Author(s)**

Jim Murray

Tel: 03000 265 808

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## **Appendix 1: Implications**

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### **Legal Implications**

It is intended that this letter creates legal relations between the Secretary of State and the other parties to it.

### **Finance**

The project is funded by the DfE as part of the second phase of the School Rebuilding programme.

### **Consultation**

The application was considered by the Council in line with the Town and Country Planning Act 1990 and it has been agreed that permission should be granted.

### **Equality and Diversity / Public Sector Equality Duty**

None

### **Climate Change**

None

### **Human Rights**

None.

### **Crime and Disorder**

None.

### **Staffing**

None

### **Accommodation**

The current temporary school uses the visitor and members car park of the current County Hall site to accommodate Science and Technology classrooms through a formal lease agreement.

### **Risk**

The project management timescales have a potential impact upon the commercial sale of the County Hall site. The school are scheduled to evacuate the current Site by the end of April 2026, obviously coinciding with the completion of their new build. Any delay to the lead time or critical path

could have consequences for this evacuation date and potential engagement with purchasers of the county hall site.

**Procurement**

None



**School Rebuilding Division  
Education Estates Directorate  
Operations and Infrastructure  
Group  
Department for Education  
Fifth Floor, Sanctuary Buildings  
20 Great Smith Street  
London  
SW1P 3BT**

Nick Hurn OBE, CEO  
Bishop Wilkinson Catholic Education Trust  
Bishop Wilkinson Catholic Education HQ  
Barmston Court  
Turbine Business Park  
Nissan Way  
Washington  
Sunderland  
SR5 3NY  
By email only: [nhn@bwcet.com](mailto:nhn@bwcet.com)

John Hewitt, Chief Executive Officer  
Durham County Council  
County Hall  
Durham  
DH1 5UL

By email only: [john.hewitt@durham.gov.uk](mailto:john.hewitt@durham.gov.uk)

Chris Hammill, Headteacher  
St. Leonard's Catholic School  
North End  
Durham  
DH1 4NG  
By email only: [chammill@st-leonards.durham.sch.uk](mailto:chammill@st-leonards.durham.sch.uk)

Jim Cunningham Chair of Governors  
St. Leonard's Catholic School  
North End  
Durham  
DH1 4NG  
By email only: [James.Cunningham2@durham-pcc.gov.uk](mailto:James.Cunningham2@durham-pcc.gov.uk)

Cllr Martin Gannon, Director and Chair of the Trust Board  
Bishop Wilkinson Catholic Education Trust  
Bishop Wilkinson Catholic Education HQ  
Barmston Court  
Nissan Way  
Turbine Business Park  
Washington  
Sunderland  
England  
SR5 3NY  
By email only:  
[cllr.MGannon@gateshead.gov.uk](mailto:cllr.MGannon@gateshead.gov.uk)

Mrs Deborah Fox, Head of Department for Education and Member Bishop Wilkinson Catholic Education Trust  
Diocese of Hexham and Newcastle  
Diocesan Department for Education  
St Cuthbert's House  
West Road  
Newcastle Upon Tyne  
NE15 7PY

By email only: [deborah.fox@diocesehn.org.uk](mailto:deborah.fox@diocesehn.org.uk)

Date:

To whom it may concern,

**School Rebuilding Programme Capital Project at St Leonard's Catholic School, Durham**

The Secretary of State for Education (the "Secretary of State") intends to enter into a design and build contract with BAM Construction Limited (the "Contractor") for the carrying out of design and construction work relating to St Leonard's Catholic School, Durham (the "School"). A copy of the proposed design and build contract (the "Contract") has been made available to each of you and you will be aware that by entering into it, the Secretary of State will assume various obligations to the Contractor. However, the Secretary of State is not the owner of the School's site nor do they have day-to-day control over the School's activities. As such, this letter seeks your formal agreement that you will assist the Secretary of State in fulfilling those of his obligations that relate to the School's site and activities.

**Requirements of you**

In consideration of the Secretary of State entering into the Contract with the Contractor, and to enable the Secretary of State to fulfil their obligations under the Contract, the agreement and assistance of you all is needed, so we ask that each of you agree to the following by signing this letter:

1. you will at all times act reasonably in all dealings with the Secretary of State, with one another and with any third parties concerning the Contract;
2. to the extent that you are able to do so, you grant to the Secretary of State those rights of access in respect of your property that are necessary to allow the Secretary of State to grant to the Contractor the rights set out in the Contract;
3. to the extent that you are able to do so, you consent to the carrying out of the construction works as described in the Contract (including as that Contract may be varied from time to time) by or on behalf of the Secretary of State;
4. you will co-operate fully and in a timely manner (so far as you are able) with any reasonable request made by the Secretary of State to provide, or ensure the provision of, documents relating to the School, and to provide, or ensure the provision of, any oral or written information relating to the School;
5. you will not wilfully impede either the Secretary of State or the Contractor in the performance of their obligations under the Contract;
6. you will regularly liaise with the Secretary of State and assist with anything that is reasonably required of you by the Secretary of State to discharge their obligations under the Contract including (without limitation) complying with the



requirements of the planning permission, the obtaining of any third-party consents, signing of the Employer Necessary Consent Agreements within the timeframe as detailed in Annexe 2 (Employer Necessary Consents) of this letter and compliance with the agreed programme for decanting from the old to the new premises;

7.

- a. you acknowledge that the planning permission for the carrying out of the construction works as described in the Contract is subject to the planning conditions appended at Annexe 1. Whilst the majority of these planning conditions will be the responsibility of the Contractor to fulfil in accordance with the Contract, you agree that, without prejudice to the generality of paragraph 6, you will comply with planning conditions as detailed in Annex 1 (a) as these conditions can be fulfilled (either wholly or in part) only by you and not (or not solely) by the Contractor or the Secretary of State; and
- b. you acknowledge that the planning conditions include obligations in relation to Biodiversity Net Gain (see note below) and that these obligations apply for 30 years. You will comply with the planning requirements for biodiversity net gain described in the s106 obligations and appended at Annexe 3 as these conditions can be fulfilled (either wholly or in part) only by you and not (or not solely) by the Contractor or the Secretary of State.

Biodiversity Net Gain became mandatory in England on February 12, 2024 under Schedule 7A of the Town and Country Planning Act 1990, as inserted by Schedule 14 of the Environment Act 2021. This significant change to planning regulations ensures that wildlife habitats are improved on sites, including schools sites, after development, contributing to nature's recovery.

8. you will behave reasonably at all times and not do anything or omit to do anything that would cause the Secretary of State to breach their obligations under the Contract or could enable the Contractor to claim additional time or money; and
9. Bishop Wilkinson Catholic Education Trust ("the Trust") will take out and maintain the existing structures and contents policy for Specified Perils in accordance with clause 6.7 and Schedule 3 Insurance Option C.1 of the Contract as amended and when reasonably required produce documentary evidence and receipts showing that such insurances have been taken out and are being maintained or if applicable confirmation that it is a member of the Department for Education's Risk Protection Arrangement.

All parties to this letter acknowledge that the cost of any professional advice required by you to support the commitments being made must be met by you.

### **Obligations of the Secretary of State**

1. The Contract provides that in certain circumstances, if the Contractor fails to complete the works on time, he will be liable to pay damages to the Secretary of State. You all acknowledge that the amount of those damages has been calculated by reference to a pre-estimate of the losses that the Secretary of State and the School will suffer as a result of this delay. If those damages are paid by the Contractor, the Secretary of State agrees to ensure that the correct proportion of them is passed to the School.
2. The Secretary of State agrees to continue to manage and enforce the terms of the Contract with due regard to the interests of the School, the site trustees and the diocesan authority and to ensure the works are completed and any defects rectified until the later of the end of the 12 month defects liability period or settlement of the final account pursuant to the Contract. By that point the Secretary of State will procure the grant of collateral warranties from the Contractor, and any material design subcontractors and professionals appointed by the Contractor, in favour of the Trust, the Diocese of Hexham and Newcastle (the "Diocese") and Durham County Council (the "Council").

It is intended that this letter creates legal relations between the Secretary of State and the other parties to it.

This letter may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this letter, but all the counterparts shall together constitute the same agreement.

Each party to this letter agrees that this letter may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of its intention to be bound by this agreement as if signed by each party's manuscript signature.

By signing below, the party confirms that this letter is irrevocably and unconditionally released to the Secretary of State for Education for completion.

Yours faithfully,

.....

Sally Smith  
Deputy Director  
School Rebuilding Programme

Authorised to sign for and on  
behalf of the SECRETARY OF  
STATE FOR EDUCATION

We hereby acknowledge receipt and accept the contents of this letter:

**Durham County Council**

Authorised Signatory:	
Name:	John Hewitt
Position in Organisation:	Chief Executive Officer
Date:	

**Bishop Wilkinson Catholic Education Trust**

Authorised Signatory:	
Name:	Nick Hurn OBE
Position in Organisation:	CEO Bishop Wilkinson Catholic Education Trust
Date:	

**St. Leonard's Catholic School**

Authorised Signatory:	
Name:	Chris Hammill
Position in Organisation:	Headteacher
Date:	

**St. Leonard's Catholic School Local Governing Body**

Authorised Signatory:	
Name:	Jim Cunningham
Position in Organisation:	Chair of Governors
Date:	

**Bishop Wilkinson Catholic Education Trust**

Authorised Signatory:	
Name:	Deborah Fox
Position in Organisation:	Member
Date:	

**The Diocese of Hexham and Newcastle**

Authorised Signatory:	
Name:	Deborah Fox
Position in Organisation:	Director of Education
Date:	

**St Leonard's Catholic School Trustees**

Authorised Signatory:	
Name:	Cllr. Martin Gannon
Position in Organisation:	Director and Chair of Trust Board
Date:	

**Annexe 1**  
**Planning Conditions**

Contact: Steve France  
Direct Tel: 03000 264871  
email: [planning@durham.gov.uk](mailto:planning@durham.gov.uk)  
Your ref:  
Our ref: DM/24/01173/FPA



Lichfields  
Mr Dominic Langton  
The St Nicholas Building  
St Nicholas Street  
Newcastle upon Tyne  
NE1 1RF

29th July 2024

Dear Sir/Madam

Town and Country Planning Act 1990

**Proposed** Demolition of existing school buildings and development of a replacement school building and works to the retained Springwell Hall, along with car parking, hard and soft landscaping including works to trees, replacement playing pitches, and access arrangements.

**At** St Leonards Catholic School North End Durham DH1 4NG

**For** BAM Construction Ltd

The above application was considered by the Council and it has been agreed that permission should be granted, and I enclose the appropriate certificate.

If a Building Regulations application was also submitted, development must not commence until Building Regulations Approval has been received from Building Control. Should Building Control require any alterations to the approved plan(s), you are required to resubmit a copy of the amended plan(s) to me for approval before commencing work.

I would also draw your attention to the conditions of the permission and particularly if there are matters requiring approval before development commences. This must be done by way of a formal application for the approval of details reserved by a condition. Forms can be downloaded from the Council's website ([www.durham.gov.uk/planning](http://www.durham.gov.uk/planning)) or submitted electronically via the Planning Portal. **Please note that failure to comply with conditions could lead to the Council taking of enforcement action.**

I would also be grateful if you would complete and return the Notification of Commencement of Development form at the appropriate time.

Finally, we are constantly striving to provide an excellent service, and would love to get your feedback with a brief customer survey at <https://online1.snapsurveys.com/kj8hdv>

Yours faithfully

A handwritten signature in blue ink, appearing to read "M. Kelleher".

Michael Kelleher  
Head of Planning and Housing

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## Regeneration, Economy and Growth

Durham County Council, Planning Development (Strategic)  
PO BOX 274, Stanley, Co. Durham, DH8 1HG Main Telephone: 03000 262 830

[www.durham.gov.uk](http://www.durham.gov.uk)

## APPROVAL OF PLANNING PERMISSION

### TOWN AND COUNTRY PLANNING ACT 1990

Application Number: **DM/24/01173/FPA**

Applicant  
BAM Construction Ltd  
C/O Agent

Agent  
Lichfields  
Mr Dominic Langton  
The St Nicholas Building  
St Nicholas Street  
Newcastle upon Tyne  
NE1 1RF  
United Kingdom

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#### PART 1 – PARTICULARS OF THE APPLICATION

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Proposed: Demolition of existing school buildings and development of a replacement school building and works to the retained Springwell Hall, along with car parking, hard and soft landscaping including works to trees, replacement playing pitches, and access arrangements.

At: St Leonards Catholic School  
North End  
Durham  
DH1 4NG

Date of Application: 3 May 2024

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#### PART 2 – PARTICULARS OF DECISION

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The **Durham County Council** hereby give notice in pursuance of the Town and Country Planning Act 1990 that planning permission has been **GRANTED** for the carrying out of the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions and reasons:

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. The development hereby approved shall be carried out in strict accordance with the following approved plans and documents and any recommendations, mitigation measures and adherence to parameters contained therein

Landscape Drawing	Reference no.	
Whole Site Plan	SRP1150-ONE-ZZ-ZZ-D-L-0002	P16
Landscape Site Plan Sheet 1	SRP1150-ONE-ZZ-ZZ-D-L-0003	P11
Landscape Site Plan Sheet 2	SRP1150-ONE-ZZ-ZZ-D-L-0004	P12



Circulation Strategy	SRP1150-ONE-ZZ-ZZ-D-L-0005	P13
Access Security	SRP1150-ONE-ZZ-ZZ-D-L-0006	P14
BB103	SRP1150-ONE-ZZ-ZZ-D-L-0007	P12
UGF	SRP1150-ONE-ZZ-ZZ-D-L-0008	P12
Refurbishment Remodelling Strategy	SRP1150-ONE-ZZ-ZZ-D-L-0009	P09
Site Sections	SRP1150-ONE-ZZ-ZZ-D-L-0010	P09
Tree Removal Protection Retention	SRP1150-ONE-ZZ-ZZ-D-L-0012	P09
Site Sections	SRP1150-ONE-ZZ-ZZ-D-L-0013	P06
External Sports Provision	SRP1150-ONE-ZZ-ZZ-D-L-0014	P07
Detailed Planting Plan [Sheet 1]	SRP1150-ONE-ZZ-ZZ-D-L-0201	P08
Detailed Planting Plan [Sheet 2]	SRP1150-ONE-ZZ-ZZ-D-L-0202	P08

Architectural Drawing	Reference no.	
Planning Proposed GA Level 00 Plan – New School Building	SRP1150-RYD-01-00-D-A-3010-S5	P5
Planning Proposed GA Roof Level Plan – New School Building	SRP1150-RYD-01-RF-D-A-3013-S5	P5
Planning Proposed GA Elevations – New School Building Sheet 1 of 2	SRP1150-RYD-01-ZZ-D-A-3610-S5	P6
Planning Proposed GA Elevations – New School Building Sheet 2 of 2	SRP1150-RYD-01-ZZ-D-A-3611-S5	P5
Planning Proposed GA Sections – New School Building	SRP1150-RYD-01-ZZ-D-A-3810-S5	P5
EFAA Proposed Planning General Arrangement Elevations	SRP1150-RYD-02-ZZ-D-A-3610-S5	P6
Planning Proposed GA Long Elevations	SRP1150-RYD-ZZ-ZZ-D-A-3612-S5	P6
Planning Proposed GA Level 01 Plan – New School Building	SRP1150-RYD-01-01-D-A-3011-S5	P2
Planning Proposed GA Level 02 Plan – New School Building	SRP1150-RYD-01-02-D-A-3012-S5	P4
Planning GA Substation	SRP1150-RYD-01-ZZ--D-A-3030-S5P1	
EFAA Proposed Demolition Plans	SRP1150-RYD-02-ZZ-D-A-0410-S5P3	
EFAA Proposed Planning General Arrangement Plans	SRP1150-RYD-02-ZZ-D-A-3010-S5P2	
EFAA Proposed Planning General Arrangement Sections	SRP1150-RYD-02-ZZ-D-A-3810-S5P1	
Site Location Plan	SRP1150-RYD-ZZ-ZZ-D-A-2000-S5P3	

#### Reports and Strategies

Air Quality Assessment, prepared by Apex Acoustics, ref. 11599.3;  
 BNG and Ecological Impact Assessment, prepared by Dendra (ref. BAM\_St.Leonard's\_EclA1.2 dated 17 June);  
 Construction Phase Plan, prepared by BAM Construction Ltd, dated 02 May 2024;  
 Gas Risk, prepared by Hexa, ref. 700174-HEX-00-XX-RP-GE-2001;  
 External Lighting Assessment, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-XX-T-E-6878;  
 Noise Impact Assessment, prepared by SRL, dated 09 February 2024;  
 Drainage Strategy and Flood Risk Assessment, prepared by Jasper Kerr Consulting Engineers Ltd;  
 Drainage Key Plan (ref. SRP1150-JKC-XX-XX-D-C-0001 Rev P04), prepared by Jasper Kerr;  
 Drainage Sheet 1 (ref. SRP1150-JKC-XX-XX-D-C-0002 Rev P04), prepared by Jasper Kerr;  
 Drainage Sheet 2 (ref. SRP1150-JKC-XX-XX-D-C-0003 Rev P04), prepared by Jasper Kerr;  
 Drainage Sheet 3 (ref. SRP1150-JKC-XX-XX-D-C-0004 Rev P04), prepared by Jasper Kerr;  
 Drainage Calculations, prepared by Jasper Kerr, dated 08 April 2024  
 Transport Statement, prepared by SAJ, ref. JN2825-Rep-0003.1;  
 Travel Plan, prepared by SAJ, ref. JN2825-Rep-0001.3;

Arboricultural Survey, Arboricultural Impact Assessment, Arboricultural Method Statement and Tree Protection Plan Report ref: ARB/AE/3301 dated May 2024 by Elliott Consultancy Ltd;  
Sustainability Statement, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-ZZ-T-M-6884;  
Ventilation, Noise and Odour Statement, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-ZZ-T-M-6883.  
St Leonard's Catholic School : Exterior Building Materials Schedule, ref. SRP1150-RYD-XX-XX-L-A-1900-S5-P01

Reason: To define the permission and ensure that a satisfactory form of development is obtained in accordance with Policies 2, 21, 22, 25, 26, 28, 29, 31, 32, 35, 36, 39, 40, 41, 43, 44, 45 of the County Durham Plan, Policies S1, H1, G1, T1, T2 of the Durham City Neighbourhood Plan and Parts 2, 4, 8, 9, 11, 12, 14, 15, 16 of the National Planning Policy Framework.

3. The development hereby approved shall be carried out in full accordance with the list of external materials as set out within the document entitled St Leonard's Catholic School: Exterior Building Materials Schedule ref. SRP1150-RYD-XX-XX-L-A-1900-S5-P01.

Reason: In the interests of visual amenity of the surrounding area in accordance with Policy 29 of the County Durham Plan and Policy S1 of the Durham City Neighbourhood Plan and Part 12 of the NPPF.

4. Notwithstanding the submitted information, prior to the commencement of the refurbishment works to Springwell Hall, details of the following shall be submitted to and approved in writing by the Local Planning Authority:
  - o scope of proposed remedial works to the fabric of the hall following removal of the modern extensions.
  - o 1:20 joinery drawing of a typical window type (face-on and section).
  - o Details of any new materials in relation to the main roof covering of the hall.The development shall thereafter be carried out in accordance with the approved details.

Reason: In the interests of visual amenity of the surrounding area in accordance with Policies 29 and 40 of the County Durham Plan, Policies S1 and H2 of the Durham City Neighbourhood Plan and Parts 12 and 16 of the NPPF.

5. Notwithstanding the details shown on the approved plans the development shall include 6 active EV spaces, details of which shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented on site prior to the occupation of the development.

Reason: To promote highway safety and sustainable transport methods in accordance with Policy 21 of the County Durham Plan, and Part 9 of the National Planning Policy Framework.

6. Notwithstanding the details shown on the approved plans the development shall include 52 covered cycle parking spaces, details of which shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented on site prior to the occupation of the development.

Reason: In the interests of promoting sustainable travel in accordance with Policies 21 and 22 of the County Durham Plan and Part 9 of the National Planning Policy Framework.

7. Within 18 months of occupation of the new school buildings, all car parking shall be laid out across the site in accordance with One Environment's drawing no. SRP1150-ONE-ZZ-ZZ-D-L-0002 P16. The car parking shall be maintained in accordance with the approved plans in perpetuity thereafter.

Reason: In the interests of promoting sustainable travel in accordance with Policies 21 and 22 of the County Durham Plan and Part 9 of the National Planning Policy Framework.

8. All planting, seeding or turfing and habitat creation shown on the approved landscaping scheme shall be carried out in the first available planting season following the practical completion of the development. No tree shall be felled, or hedge removed until the removal/felling is shown to comply with legislation protecting nesting birds and roosting bats. Any approved replacement tree or hedge planting shall be carried out within 12 months of felling and removals of existing trees and hedges. Any trees or plants which die, fail to flourish, or are removed within a period of 5 years from the substantial completion of the development shall be replaced in the next planting season with others of similar size and species. Replacements will be subject to the same conditions.

Reason: In the interests of the visual amenity of the area and to comply with Policies 29 and 40 of the County Durham Plan, Policies S1, H2 and G1 of the Durham City Neighbourhood Plan and Parts 12 and 15 of the National Planning Policy Framework.

9. No construction work shall take place, nor any site cabins, materials or machinery be brought on site until all trees to be retained, are protected in accordance with the details contained within the Arboricultural Survey, Arboricultural Impact Assessment, Arboricultural Method Statement and Tree Protection Plan Report ref: ARB/AE/3301 dated May 2024 by Elliott Consultancy Ltd and in accordance with BS.5837:2010.  
Prior to any construction work taking place, the ground immediately surrounding the existing trees on the site shall be protected from compaction by the use of scaffold boards over a compressible layer of bark chip. All works to prepare the ground for surfacing shall be undertaken by hand and without the use of heavy machinery.  
No other operations, no alterations of ground levels, and no storage of any materials are to take place inside the fences, and no other work is to be done such as to affect any tree which is protected by these fences.

Reason: In the interests of visual amenity, in accordance with Policy 40 of the County Durham Plan, Policies S1 of the Durham City Neighbourhood Plan and Part 12 and 15 of the National Planning Policy Framework.

10. The development shall be carried out in accordance with the mitigation outlined within the BNG and Ecological Impact Assessment, prepared by Dendra (ref. BAM St. Leonard's EclA1.2 dated 17 June);

Reason: To mitigate the ecological impact of the development, in accordance with Policy 41 of the County Durham Plan, Policies S1, H2 and G1 of the Durham City Neighbourhood Plan and Part 15 of the National Planning Policy Framework.

11. Development shall be implemented in accordance with the surface water management scheme for the proposed development as detailed within the Drainage Strategy - April 2024 Rev P03 26/04/2024. The drainage scheme shall be completed and maintained thereafter in accordance with the details agreed.

Reason: To prevent pollution of the water environment in accordance with Policies 35 and 36 of the County Durham Plan, Policy S1 of the Durham City Neighbourhood Plan and Part 14 of the National Planning Policy Framework.

12. The development hereby approved, shall be carried out in full accordance with the measures and mitigations outlined within the Construction Phase Plan, prepared by BAM Construction Ltd, dated 30 May 2024.

Reason: In the interests of preserving residential amenity during the construction phases of the development having regards to County Durham Plan Policy 31 and Part 12 of the NPPF.

13. No demolition or construction traffic, contractors, sub-contractors vehicles may transit to or from the site via The Crescent, the highway sited immediately north of the Development Site. Before construction commences, the developer submit a written scheme to agree a methodology to record of vehicles within the above definition associated with the development, including but not restricted to the use of CCTV recording at the site entrance, and the posting of signage on the approach to the street, for approval in writing by the Local Planning Authority, with the agreed scheme kept in operation for the full duration of construction works.

Reason: in the interests of highway safety and in accordance with the requirements of Policy 21 of the County Durham Plan and part 9 of the National Planning Policy Framework

14. No construction/demolition activities, including the use of plant, equipment, and deliveries, which are likely to give rise to disturbance to residents should take place before 0800 hours and continue after 1800 hours Monday to Friday, or commence before 0800 hours and continue after 1300 hours on Saturday. No works should be carried out on a Sunday or Bank Holiday. The best practicable means shall be used to minimise noise, vibration, light and dust nuisance or disturbance to local residents resulting from construction/demolition site operations. No burning of waste is to be carried out on the development site. It shall be considered that the best practicable means are met by compliance with all current British standards/relevant guidance.

Reason: In the interests of preserving residential amenity during the construction phases of the development having regards to County Durham Plan Policy 31 and Part 12 of the NPPF.

15. The rating level of noise emitted from fixed plant/machinery on the site shall not exceed the background (LA90) by more than 5dB LAeq (1 hour) between 07.00-23.00 and 0dB LAeq (15 mins) between 23.00-07.00. The measurement and assessment shall be made according to BS 4142: 2014+A1: 2019. On written request by the planning authority the operator shall, within 28 days, produce a report to demonstrate adherence with the above rating level.

Reason: To protect residential amenity and provide a commensurate level of protection against noise in accordance with County Durham Plan Policy 31 and Part 15 of the NPPF.

16. Remediation works shall be carried out in accordance with the approved remediation strategy. The development shall not be brought into use until such time a Phase 4 verification report related to that part of the development has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the remediation works are fully implemented as agreed and the site is suitable for use, in accordance with Policy 32 of the County Durham Plan and Part 15 of the National Planning Policy Framework.

17. Prior to occupation of the development a refuse management strategy shall be submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out and operated in accordance with the agreed details.

Reason: In the interests of residential amenity in accordance with County Durham Plan Policy 31 and Part 12 of the NPPF.

18. The new school building shall not be occupied until details of the odour control and extraction system to be installed within any kitchens have been submitted to and approved in writing by the Local Planning Authority. The system shall then be installed in accordance with the approved details prior to first use of the kitchen and maintained as such thereafter.

Reason: To protect residential amenity and provide a commensurate level of protection against odour in accordance with County Durham Plan Policy 31 and Part 15 of the NPPF.

19. The lighting scheme for the development hereby approved shall be implemented in full accordance with the strategy outlined within the document entitled External Lighting Assessment, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-XX-T-E-6878.

Reason: To protect residential amenity and provide a commensurate level of protection against light pollution in accordance with County Durham Plan Policy 31 and Part 15 of the NPPF.

20. Glazing identified as obscure glazed on the north-west and south-west elevations on drawings RYD-01-ZZ-D-A-3610-P6 and RYD-ZZ-ZZ-D-A-3612-P6 will be implemented to achieve a minimum of level 3 on the Pilkington Scale up to 1800mm high on each window, and to likewise obscure every door and side window, and remain to the same specification in perpetuity.

Reason: In the interests of residential privacy, in accordance with the requirements of Policy 31 of the Durham County Plan and part 15 of the NPPF.

21. The development shall not be occupied until a community use agreement has been submitted to and approved in writing by the Local Planning Authority, and a copy of the completed approved agreement has been provided to the Local Planning Authority. The agreement shall include details of pricing policy, hours of use, access by non-school users management responsibilities and a mechanism for review. The development shall not be used otherwise than in strict compliance with the approved agreement.

Reason: To ensure the community use of the new facility is secured in perpetuity, in accordance with part 8 of the NPPF.

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## STATEMENT OF PROACTIVE ENGAGEMENT

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In accordance with Article 35(2) of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the Local Planning Authority has, without prejudice to a fair and objective assessment of the proposals, issues raised and representations received, sought to work with the applicant in a positive and proactive manner with the objective of delivering high quality sustainable development to improve the economic, social and environmental conditions of the area in accordance with the NPPF.

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## SIGNATURE

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Signed:

Date: 29 July 2024



Michael Kelleher  
Head of Planning and Housing

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## INFORMATIVES

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If unforeseen contamination is encountered, the Local Planning Authority shall be notified in writing immediately. Operations on the affected part of the site shall cease until an investigation and risk assessment, and if necessary a remediation strategy is carried out in accordance with the YALPAG guidance and agreed with the Local Planning Authority. The development shall be completed in accordance with any amended specification of works.

Note: Following the submission of a preliminary ground gas risk assessment, for some developments the Local Planning Authority may agree in writing to the installation of Gas Protection Measures as a precautionary measure without first carrying out ground gas monitoring.

## IMPORTANT NOTICE

**THIS PERMISSION IS NOT VALID UNLESS THE CONDITIONS LISTED ARE COMPLIED WITH**

## **NOTES TO APPLICANT**

### **Further Information**

This certificate is issued under the Town and Country Planning Acts and Orders and does not constitute a permission, approval or consent for any other purpose. Applications must therefore be made for any other permission, approval or consent (including Building Regulations approval or the approval of the Council as ground landlord where appropriate) which may be necessary in connection with the proposed development or anything incidental thereto, or the use to be made of the premises which form the subject of such development. Further approval of this local planning authority must be obtained for any subsequent alterations to the approved plans.

### **Appeals to the Secretary of State**

\* If the applicant is aggrieved by the decision of the Council to refuse permission, they may appeal under Section 78 of the Town and Country Planning Act 1990, within six months of the date of this notice. In the case of 'Householder' or some forms of minor commercial development, the appeal must be made within 12 weeks of the date of this notice. If an enforcement notice relates to the site, there may be a shorter period for making the appeal. Please contact us for further advice.

### **Purchase Notice**

\* If the local planning authority or Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

\* In these circumstances, the owner may serve a purchase notice on the Council. This will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

### **Compensation**

\* In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application.

\* These circumstances are set out in Part IV and related provisions of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.

### **Public Rights Of Way**

This planning permission does not convey any rights to stop up, divert, obstruct or otherwise effect public rights of way, and appropriate orders must be sought for these purposes before any development starts.

The Definitive Map of Public Rights of Way can be viewed at [www.durham.gov.uk](http://www.durham.gov.uk).

**Regeneration, Economy and Growth**  
Durham County Council  
Planning Development (Strategic)  
PO BOX 274, Stanley, Co. Durham, DH8 1HG  
Main Telephone: 03000 262 830



## NOTIFICATION OF COMMENCEMENT OF DEVELOPMENT

**Planning Reference:** DM/24/01173/FPA  
**Address of Works:** St Leonards Catholic School North End Durham DH1 4NG  
**Case Officer:** Steve France

I confirm that the above development will begin on site on: \_\_\_\_\_

and end approximately on: \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Tel No: \_\_\_\_\_

Submission of this notice will allow us to help you by monitoring your development effectively. Please return it at least 2 weeks before work begins on site to [planning@durham.gov.uk](mailto:planning@durham.gov.uk) or the address above.

### IMPORTANT INFORMATION

There may be a number of conditions attached to your planning permission. Please read this carefully and note those details which require the approval of Durham County Council before your development begins on site. It is particularly important that these conditions are fully complied with as failure to do so may have the effect of invalidating your planning permission. The approval of a further planning application would then be necessary in order for you to proceed with the development.

Once the development has commenced the Monitoring and Enforcement Officer may inspect the site to ensure that the requirements of all conditions are fully met and that your approved plans are being precisely followed. In the event of any non-compliance Durham County Council will consider the taking of enforcement action to remedy the situation.

Thank you for your co-operation

Contact: Steve France  
Direct Tel: 03000 264871  
email: [planning@durham.gov.uk](mailto:planning@durham.gov.uk)  
Your ref:  
Our ref: DM/24/00883/FPA



Lichfields  
Mr Dominic Langton  
The St Nicholas Building  
St Nicholas Street  
Newcastle Upon Tyne  
NE1 1RF

4th June 2024

Dear Sir/Madam

Town and Country Planning Act 1990

**Proposed** Demolition of existing disused school buildings  
**At** St Leonards Catholic School North End Durham DH1 4NG  
**For** BAM Construction Ltd

The above application was considered by the Council and it has been agreed that permission should be granted, and I enclose the appropriate certificate.

If a Building Regulations application was also submitted, development must not commence until Building Regulations Approval has been received from Building Control. Should Building Control require any alterations to the approved plan(s), you are required to resubmit a copy of the amended plan(s) to me for approval before commencing work.

I would also draw your attention to the conditions of the permission and particularly if there are matters requiring approval before development commences. This must be done by way of a formal application for the approval of details reserved by a condition. Forms can be downloaded from the Council's website ([www.durham.gov.uk/planning](http://www.durham.gov.uk/planning)) or submitted electronically via the Planning Portal. **Please note that failure to comply with conditions could lead to the Council taking of enforcement action.**

I would also be grateful if you would complete and return the Notification of Commencement of Development form at the appropriate time.

Finally, we are constantly striving to provide an excellent service, and would love to get your feedback with a brief customer survey at <https://online1.snapsurveys.com/kj8hdv>

Yours faithfully

A handwritten signature in blue ink, appearing to read "M. Kelleher".

Michael Kelleher  
Head of Planning and Housing

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## Regeneration, Economy and Growth

Durham County Council, Planning Development (Strategic)  
PO BOX 274, Stanley, Co. Durham, DH8 1HG Main Telephone: 03000 262 830

[www.durham.gov.uk](http://www.durham.gov.uk)



## APPROVAL OF PLANNING PERMISSION

### TOWN AND COUNTRY PLANNING ACT 1990

Application Number: **DM/24/00883/FPA**

Applicant

BAM Construction Ltd  
C/O Agent  
C/O Agent  
-  
-

Agent

Lichfields  
Mr Dominic Langton  
The St Nicholas Building  
St Nicholas Street  
Newcastle Upon Tyne  
NE1 1RF

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#### PART 1 – PARTICULARS OF THE APPLICATION

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Proposed: Demolition of existing disused school buildings

At: St Leonards Catholic School  
North End  
Durham  
DH1 4NG

Date of Application: 4 April 2024

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#### PART 2 – PARTICULARS OF DECISION

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The **Durham County Council** hereby give notice in pursuance of the Town and Country Planning Act 1990 that planning permission has been **GRANTED** for the carrying out of the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions and reasons:

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. The development hereby approved shall be carried out in accordance with the approved plans listed in Part 3 - Approved Plans.

Reason: To define the consent and ensure that a satisfactory form of development is obtained in accordance with Policy(ies) 21, 31, 32, 40, 43, 44, H1, H2 (Neighbourhood Plan) of the County Durham Plan and Parts 9, 15, 16 of the National Planning Policy Framework.

3. The applicant must submit a written scheme to secure and make good of the historic fabric of the main hall once the demolition hereby proposed has taken place. This should be in

the form of a detailed assessment setting out the scope of remedial works, the detail of such including but not restricted to materials and their specification, and a timetable for their implementation. This may include an interim temporary arrangement to physically secure the structure if building works are being proposed in the immediate vicinity.

Reason: to ensure that the qualities of the Conservation Area and the non-designated heritage assets on site are appropriately protected in accordance with the requirements of Policies 44 of the Durham County Plan, H1 and H2 of the City of Durham Neighbourhood Plan and part 16 of the Framework

4. If the replacement school buildings are not approved within 12 months of the date of this consent and construction commenced within the associated time limit of that approval, a written scheme of net bio-diversity gain to achieve a of minimum of 10% must be submitted to the Local Planning Authority for approval in writing. Said scheme must be implemented in accordance with a schedule to be included within said scheme. The scheme must include a Biodiversity Management and Monitoring Plan extending to minimum of 30 years.

Reason: to ensure that the qualities of the bio-diversity interests are appropriately protected in accordance with the requirements of Policy 41 of the Durham County Plan, S1 of the City of Durham Neighbourhood Plan and part 15 of the Framework

5. No construction/demolition activities, including the use of plant, equipment, and deliveries, which are likely to give rise to disturbance to residents should take place before 0800 hours and continue after 1800 hours Monday to Friday, or commence before 0800 hours and continue after 1300 hours on Saturday. No works should be carried out on a Sunday or Bank Holiday.

Reason: In the interests of public amenity in accordance with Policy 31 of the Durham County Plan

6. For the full term of demolition works, in addition to the requirements set out in the Revised Demolition Method Statement, a sturdy dust proof fence, 2m high along the boundaries of the demolition area were facing dwellings adjoining the site must be kept in place at all times.

Reason: In the interests of public amenity in accordance with Policy 31 of the Durham County Plan

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### **PART 3 – APPROVED PLANS**

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Plan	Drawing No.	Date Received
AMENDED DEMOLITION METHOD STATEMENT Proposed site plan AQ Assessment	D-A-2003-S5-P1 11599.1D	14/05/24 04/04/24 16/05/24

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### **STATEMENT OF PROACTIVE ENGAGEMENT**

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In accordance with Article 35(2) of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the Local Planning Authority has, without prejudice to a fair and objective assessment of the proposals, issues raised and representations received, sought to work with the applicant in a positive and proactive manner with the objective of delivering high quality

sustainable development to improve the economic, social and environmental conditions of the area in accordance with the NPPF.

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**SIGNATURE**

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**Signed:**

**Date: 4 June 2024**



Michael Kelleher  
Head of Planning and Housing

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**INFORMATIVES**

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**IMPORTANT NOTICE**  
**THIS PERMISSION IS NOT VALID UNLESS THE CONDITIONS LISTED ARE COMPLIED WITH**

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## **NOTES TO APPLICANT**

### **Further Information**

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### **Appeals to the Secretary of State**

\* If the applicant is aggrieved by the decision of the Council to refuse permission, they may appeal under Section 78 of the Town and Country Planning Act 1990, within six months of the date of this notice. In the case of 'Householder' or some forms of minor commercial development, the appeal must be made within 12 weeks of the date of this notice. If an enforcement notice relates to the site, there may be a shorter period for making the appeal. Please contact us for further advice.

### **Purchase Notice**

\* If the local planning authority or Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

\* In these circumstances, the owner may serve a purchase notice on the Council. This will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

### **Compensation**

\* In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application.

\* These circumstances are set out in Part IV and related provisions of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.

### **Public Rights Of Way**

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**Regeneration, Economy and Growth**  
Durham County Council  
Planning Development (Strategic)  
PO BOX 274, Stanley, Co. Durham, DH8 1HG Main  
Telephone: 03000 262 830



## NOTIFICATION OF COMMENCEMENT OF DEVELOPMENT

**Planning Reference:** DM/24/00883/FPA  
**Address of Works:** St Leonards Catholic School North End Durham DH1 4NG  
**Case Officer:** Steve France

I confirm that the above development will begin on site on: \_\_\_\_\_

and end approximately on: \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Tel No: \_\_\_\_\_

Submission of this notice will allow us to help you by monitoring your development effectively. Please return it at least 2 weeks before work begins on site to [planning@durham.gov.uk](mailto:planning@durham.gov.uk) or the address above.

### IMPORTANT INFORMATION

There may be a number of conditions attached to your planning permission. Please read this carefully and note those details which require the approval of Durham County Council before your development begins on site. It is particularly important that these conditions are fully complied with as failure to do so may have the effect of invalidating your planning permission. The approval of a further planning application would then be necessary in order for you to proceed with the development.

Once the development has commenced the Monitoring and Enforcement Officer may inspect the site to ensure that the requirements of all conditions are fully met and that your approved plans are being precisely followed. In the event of any non-compliance Durham County Council will consider the taking of enforcement action to remedy the situation.

Thank you for your co-operation

Contact: Steve France  
Direct Tel: 03000 264871  
email: steve.france@durham.gov.uk  
Your ref:  
Our ref: DM/24/00969/TCA



BAM Construction Ltd  
Mr Mathew Hill  
2nd Floor Mikasa House  
Asama Court  
Newcastle Upon Tyne  
NE4 7YD

23rd May 2024

Dear Sir/Madam

Town and Country Planning Act 1990

**Proposed** Proposed felling of 21no. trees within the Durham (City Centre) Conservation Area, as detailed within Arboricultural Impact assessment ARB/AE/3301/d)  
For the avoidance of doubt, tree no.33 referenced within the report is subject to a Tree Preservation Officer, and is not proposed for removal pursuant to this Notice

**At** St Leonards Catholic School North End Durham DH1 4NG

**For** BAM Construction Ltd

Further to your letter received on 12 April 2024 giving us notice that you propose to carry out the above tree work I can confirm that the Council have raised no objection to the above proposed works.

Please note that the work must be undertaken within two years from 22 May 2024. All tree works should be carried out in accordance with current best practice BS3998:2010 "Recommendations for Tree Works".

**Informatives**

**Bats**

All UK bats and their roosts are protected by law. The legislation protecting bats are:

- The Wildlife And Countryside Act 1981 (WCA) as amended.
- Conservation of Habitats and Species Regulations 2010

For all countries of the UK, the legal protection for bats and their roosts may be summarised as follows:

You will be committing a criminal offence if you:

1. Deliberately\* capture, injure or kill a bat
2. Intentionally or recklessly disturb a bat in its roost or deliberately disturb a group of bats
3. Damage or destroy a bat roosting place (even if bats are not occupying the roost at the time)

**Regeneration, Economy and Growth**

Durham County Council, Planning Development (Strategic), PO BOX 274, Stanley, Co. Durham, DH8 1HG Main Telephone: 03000 262 830

4. Possess or advertise/sell/exchange a bat (dead or alive) or any part of a bat
5. Intentionally or recklessly obstruct access to a bat roost

\*In a court, 'deliberately' will probably be interpreted as someone who, although not intending to capture/injure or kill a bat, performed the relevant action, being sufficiently informed and aware of the consequence his/her action will most likely have.)

Penalties on conviction - the maximum fine is £5,000 per incident or per bat (some roosts contain several hundred bats), up to six months in prison, and forfeiture of items used to commit the offence, e.g. vehicles, plant, machinery.

When carrying out tree works it is essential that the contractor or other competent person carries out a specific 'bats in trees risk assessment' which can be obtained from the 'Arboricultural Association' or the 'Bat Conservation Trust' (BCT).

If evidence of bats is found work must stop immediately and Natural England Bat line contacted 0845 1300 228. A further inspection may well be required by a licensed bat handler or roost visitor.

## **Birds**

In the UK, all wild birds, their nests and their eggs are protected by law.

In England, Scotland and Wales the legislation that protects wild birds is:

- The Wildlife and Countryside Act 1981
- The Countryside (or CRoW) Act 2000

As with bats the contractor has an obligation to carry out visual checks prior to works. Where possible tree works should be carried out in the period from August to the end of February in order to avoid the bird nesting season.

If you would like any further information about this letter or our procedures, please contact the case officer, quoting the reference number given above.

Yours faithfully



Michael Kelleher  
Head of Planning and Housing





## Annexe 1 (a)

### Employer Planning Conditions

The School, the Council, the Trust or the Diocese (as relevant/applicable) shall implement the following planning conditions or those parts (**in bold**) of the numbered planning conditions as are set out in this Annex 1 (a).

<b>Planning Application Conditions</b>		
<b>Application Number: DM/24/01173/FPA Date of Decision Notice: 29.07.2024</b>		
	<b>Condition</b>	<b>Timescale/Responsibility</b>
2  (In Part)	<p>The development hereby approved shall be carried out in strict accordance with the following approved plans and documents and any recommendations, mitigation measures and adherence to parameters contained therein – refer appended planning consent</p> <ul style="list-style-type: none"> <li>• Arboricultural Survey ARB/AE/3301 (May 2024)</li> </ul> <p><b>Para 7.3 Post development landscaping should be kept to a minimum within the root protection areas of retained trees. No ground excavation or mechanised ground treatments / rotavation will be undertaken within the protected areas, with all landscaping being undertaken by hand or with hand operated machinery.</b></p> <ul style="list-style-type: none"> <li>• <b>Travel Plan JN2825-Rep-0001.3 (April 2024) – Complete document</b></li> <li>• Drainage Strategy SRP1150-JKC-XX-XX-RP-C-0002 (JK-7397) P03</li> </ul> <p><b>Para 2.6 Maintenance</b> <b>Maintenance and operation will be the responsibility of the landowner/ appointed maintenance company.</b></p> <p>The surface water drainage must be maintained to ensure that it will continue to perform as designed. The drainage within shared areas of this development will be maintained by a specialist management company/ the owner.</p> <p>Local Standards, Planning Policy and National Guidelines require demonstration for how new surface water drainage systems will be maintained over the life-time of a development through maintenance and management of the SuDS.</p> <p>C753 provides typical maintenance activities and required frequency for a range of drainage components. Maintenance activities which</p>	<p>Following Practical Completion</p> <p>Ongoing</p> <p>Following Practical Completion</p>

	<p>may be associated with these proposals are given in appendix C.</p> <p>Specific maintenance information will be provided by the manufacturer of the permeable paving system that is installed and this information will be added to an Operation and Maintenance manual.</p> <ul style="list-style-type: none"> <li>• <b>BNG and Ecological Impact Assessment, prepared by Dendra (ref.BAM_St.Leonard's_EcIA1.2 dated 17 June)</b></li> </ul> <p>Para 1.0.3 and 6.5.2 Controlled Invasive Species</p> <p>A small stand of <i>Cotoneaster horizontalis</i> is present on Building ANC1/site exit gate (Photograph 6, TN1 Appendix 2). It is recommended that a specialist contractor is employed to control and eradicate this plant to prevent the spread of the roots, seeds, and surrounding soil prior to the demolition and construction phases of the project.</p> <p>Para 1.0.9 and 7.1.6</p> <p>A detailed 30-year habitat management and monitoring plan, to include responsibilities for habitat creation, establishment principles, species lists, ongoing management and monitoring frequencies will be required in conjunction with the proposed landscaping plan.</p>	<p>Following Practical Completion</p>
7 (In Part)	<p>Within 18 months of occupation of the new school buildings, all car parking shall be laid out across the site in accordance with One Environments dwg no. SRP1150-ONE-ZZ-ZZ-D-L0002 P16. <b>The car parking shall be maintained in accordance with the approved plans in perpetuity thereafter</b></p>	<p>From Practical Completion</p>
8 (In Part)	<p>All planting, seeding or turfing and habitat creation shown on the approved landscaping scheme shall be carried out in the first available planting season following the practical completion of the development. No tree shall be felled, or hedge removed until the removal/felling is shown to comply with legislation protecting nesting birds and roosting bats. Any approved replacement tree or hedge planting shall be carried out within 12 months of felling and removals of existing trees and hedges. <b>Any trees or plants which die, fail to flourish, or are removed within a period of 5 years from the substantial completion of the development shall be replaced in the next</b></p>	<p>From Practical Completion.</p>

	<b>planting season with others of similar size and species. Replacements will be subject to the same conditions.</b>	
11 (In Part)	Development shall be implemented in accordance with the surface water management scheme for the proposed development as detailed within the Drainage Strategy - April 2024 Rev P03 26/04/2024. The drainage scheme shall be completed and <b>maintained thereafter in accordance with the details agreed</b>	In relation to maintenance only following Practical Completion.
15 (In Part)	<b>The rating level of noise emitted from fixed plant/machinery on the site shall not exceed the background (LA90) by more than 5dB LAeq (1 hour) between 07.00-23.00 and 0dB LAeq (15 mins) between 23.00-07.00.</b> The measurement and assessment shall be made according to BS 4142: 2014+A1: 2019. On written request by the planning authority the operator shall, within 28 days, produce a report to demonstrate adherence with the above rating level.	Ongoing following Practical Completion of Section 02 (New School).
17	<b>Prior to occupation of the development a refuse management strategy shall be submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out and operated in accordance with the agreed details.</b>	Prior to occupation
18 (In Part)	The new school building shall not be occupied until details of the odour control and extraction system to be installed within any kitchens have been submitted to and approved in writing by the Local Planning Authority. The system shall then be installed in accordance with the approved details prior to first use of the kitchen <b>and maintained as such thereafter.</b>	Ongoing in relation to maintenance only following Practical Completion.
20 (In Part)	Glazing identified as obscure glazed on the north-west and south-west elevations on drawings RYD-01-ZZ-D-A-3610-P6 and RYD-ZZ-ZZ-D-A-3612-P6 will be implemented to achieve a minimum of level 3 on the Pilkington Scale up to 1800mm high on each window, and to likewise obscure every door and side window, <b>and remain to the same specification in perpetuity.</b>	Ongoing following Practical Completion.
21	The development shall not be occupied until a community use agreement has been submitted to and approved in writing by the Local	Provision of the information and the Contractor to issue to the

	<p>Planning Authority, and a copy of the completed approved agreement has been provided to the Local Planning Authority. <b>The agreement shall include details of pricing policy, hours of use, access by non-school users management responsibilities and a mechanism for review. The development shall not be used otherwise than in strict compliance with the approved agreement.</b></p>	Local Planning Authority
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<b>Planning Application Conditions</b> <b>Application Number: DM/24/01303/FPA Date of Decision Notice: 23.07.2024</b>		
	<b>Condition</b>	<b>Timescale/Responsibility</b>
4	<p><b>No later than 2 years following the first commencement of the educational use of the site hereby approved, that use shall cease, and the site be returned to its condition prior to the commencement of the development.</b></p>	Two years following first commencement of educational use.
5	<p><b>Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987, the site to which this permission relates shall be used solely for the provision of education falling within Class F.1(a) and for no other use.</b></p>	Ongoing
5	<p><b>Within 12 months of the commencement of the use hereby approved, a scheme detailing the precise method of reinstating the site to its biodiversity value prior to the sites use for the provision of education, shall be submitted to and agreed in writing by the Local Planning Authority. The submitted scheme shall confirm the biodiversity value of the site prior to the commencement of the use and provide a detailed methodology and timescale for reinstatement. Thereafter, the approved scheme shall be fully implemented prior to the expiration of the 2 years following the first use of the site for the provision of education referred to in condition 4.</b></p>	Within 12 months from occupation

## Annexe 2

### Employer Necessary Consents

Employer Necessary Consent agreement	Date by which the School / Trust / Diocese (as relevant/applicable) will execute and deliver the Employer Necessary Consent agreement to the Contractor
Wayleave and Lease Agreement for new incoming electricity supply	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Wayleave Agreement and temporary substation lease for new incoming electricity supply to temporary accommodation on the playing field at Aykley Heads.	Within 10 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Land transfer or Lease for the New Substation	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Electricity shipping agreement & meter	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Agreement for PV output to be supplied to grid	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Gas shipping agreement & meter	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Wayleave/s for incoming Broadband / fibre / communication ducting	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Supply agreement for broadband/fibre/phone	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor
Agreements with Northumbria water for amendments / connections to their drainage system	Within 20 Business Days of receipt of the Employer Necessary Consent agreement from the Contractor

## Annexe 3

## 8.0 OUTLINE BIODIVERSITY MANAGEMENT AND MONITORING PLAN

### 8.1 Proposed Habitat Creation Scheme

8.1.1 To compensate for the predicted habitat loss and to create a net gain in biodiversity, landscaping plan SRP1150-ONE-ZZ-ZZ-D-L-0001-P04\_SiteLandscapingPlanExisting, has been provided by One-Environments. The plan proposes the following habitat creation;

- Individual trees - 120 new fully native trees of local provenance. Suitable native tree and shrub species include, but are not restricted to, Hawthorn, Hazel, Holly, Rowan, Downy birch, Silver birch and Dog rose. Larger tree species such as Oak should only be planted where a suitable stand-off distance (minimum 15m) can be applied to prevent tree/building conflicts in the future. The trees will be protected with stakes and guards until established. The trees have been assigned a condition of Poor, with a standard time of 10 years to target condition
- h2a6 Other native hedgerow - 136m total length of new native hedgerow, comprised of fully native species of local provenance. Suitable species are listed in the tree planting above. The hedge will be planted in double rows and protected with stakes guards until established. Frequent monitoring should take place in the first 3 years to check for plant failures and to restock and infill where necessary. Once established the hedgerow should be trimmed on a 2–3-year rotational basis, ideally in late winter to avoid the bird nesting season. The hedgerow has been assigned a condition of Poor, with a standard time of 1 year to target condition
- g4 Modified grassland - Vegetated garden - 1650m<sup>2</sup> of open lawned areas sown with an amenity grass seed mix. This grassland has been assigned a condition of Poor, with a standard time of 1 year to target condition
- g3c Other neutral grassland - 1634m<sup>2</sup> combined area, seeded with a species rich meadow mix. These grassland areas will be subject to a meadow management regime with a once yearly cut after flowering. The grassland has been assigned a Poor target condition, with a standard time of 2 years to target condition

- u1 847 Introduced shrub - 1458m<sup>2</sup> of ornamental flower rich perennial shrub planting. A Target condition is not applicable to this habitat
- h3h Mixed scrub - 467m<sup>2</sup> combined area, of block planted native shrubs of local provenance to create areas of mixed scrub. Suitable species The scrub has been assigned a condition of Poor, with a standard time of 1 year to target condition

8.1.2 An outline habitat establishment and monitoring works programme is shown in Figure 14 below.

## **8.2 Proposed Woodland Enhancement Scheme**

8.2.1 To compensate for the loss of 26 individual trees, 0.38ha of the existing Other broadleaved woodland in the east and south of the site will be enhanced to raise the current condition assessment of “Moderate” to “Good”. This will be achieved by a programme of sensitive woodland management to monitor tree health, thin out non-native species (Cherry laurel, Sycamore), replant with fully native species to increase the age class structure and storey height, create open areas for natural regeneration, improve the understorey structure and monitor fallen and standing deadwood. The standard time to target condition is 10 years.

8.2.2 An outline woodland management works and monitoring programme is shown in Figure 15 below.



Figure 14 - On-site Habitat Creation Works programme.

Proposed Habitat	Month												Year									
	J	F	M	A	M	J	J	A	S	O	N	D	1	2	5	10	15	20	30			
<b>Individual trees - Planting of fully native trees and shrubs of local provenance. New planting protected with stakes and tree guards until established.</b>	✓	✓	✓								✓	✓	✓									
Monitor new planting for failures or weak diseased specimens.	✓	✓	✓								✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Replace plant failures.	✓	✓	✓								✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Time to Poor target condition.																✓						
<b>h2a6 Other native hedgerow - Planting of fully native trees and shrubs of local provenance. New planting protected with stakes and tree guards until established.</b>	✓	✓	✓								✓	✓	✓									
Monitor new planting for failures or weak diseased specimens.			✓	✓									✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Replace plant failures.	✓	✓	✓										✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Trimming to encourage dense basal growth.	✓	✓	✓								✓	✓	✓		✓							
Time to Poor target condition.																						
<b>g4 Modified grassland - Amenity grass seed mix, sown in open green spaces, watered regularly to encourage growth</b>			✓	✓							✓	✓	✓									
Monitor for bare patches and re-sow.			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Time to Poor target condition.																						
<b>g3c Other neutral grassland - Sown with species rich meadow seed mix.</b>		✓	✓	✓							✓	✓	✓									
Water regularly and monitor growth				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Mow annually after seed has set and remove arisings.															✓	✓	✓	✓	✓	✓	✓		✓	
Time to Poor target condition															✓									
<b>u1 847- Introduced shrub - Ornamental planting of flower rich perennial shrubs</b>			✓	✓	✓			✓	✓	✓					✓	✓	✓	✓	✓	✓	✓	✓		✓
Monitor new planting for failures or weak diseased specimens.			✓	✓											✓	✓	✓	✓	✓	✓	✓	✓		✓
Replace plant failures.	✓	✓									✓	✓			✓	✓	✓	✓	✓	✓	✓	✓		✓
<b>h3h - Mixed scrub - block planted native shrubs to create areas of mixed scrub New planting protected with stakes and tree guards until established.</b>		✓	✓												✓	✓								
Monitor new planting for failures or weak diseased specimens.			✓	✓	✓										✓	✓	✓	✓	✓	✓	✓	✓		✓
Replace plant failures.	✓	✓													✓	✓	✓	✓	✓	✓	✓	✓		✓
Time to Poor target condition															✓									✓

Figure 15 - On-site Woodland Enhancement Works programme.

Description of works	Month												Year							
	J	F	M	A	M	J	J	A	S	O	N	D	1	2	5	10	15	20	30	
50% reduction in non-native species (Cherry laurel, Sycamore), to create open areas for natural re-generation	✓	✓							✓	✓	✓	✓								
Planting of fully native broadleaved trees of local provenance to create a more diverse woodland structure and age class (exact location to be determined following thinning out). New planting protected with stakes and tree guards.	✓	✓	✓							✓			✓							
Monitor new planting for failures or weak diseased specimens.			✓	✓										✓	✓	✓	✓	✓	✓	✓
Replace plant failures.	✓	✓	✓							✓				✓	✓	✓	✓	✓	✓	✓
Monitor woodland extent and structural development at 5-year intervals, to include extent of fallen and standing deadwood						✓									✓	✓	✓	✓	✓	✓
Review plan and produce next 5-year programme to include thinning to create desired tree spacing.							✓								✓	✓	✓	✓	✓	✓
Time to enhancement target condition from Moderate to Good																✓				

Dated 26 JULY 2024

**THE COUNTY COUNCIL OF DURHAM**

**and**

**DIOCESE OF HEXHAM AND NEWCASTLE**

**AGREEMENT**

pursuant to Section 106 of the Town and Country Planning Act 1990  
& Section 39 of the Wildlife and Countryside Act 1981

relating to St Leonards Catholic School North End Durham DH1 4NG

Planning Application reference: DM/24/01173/FPA

**Helen Bradley**

**Director of Legal and Democratic Services**

**Durham County Council**

**County Hall**

**Durham**

**DH1 5UL**

**Ref: LA/6849828**

THIS AGREEMENT is made the 26 day of July 2024

BY

1. THE COUNTY COUNCIL OF DURHAM of County Hall, Durham, DH1 5UL ("the Council"); and
2. DIOCESE OF HEXHAM AND NEWCASTLE (CRN: 07732977) whose registered office is at St. Cuthberts House, West Road, Newcastle Upon Tyne NE15 7PY ("the Owner")

**WHEREAS**

- (1) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Site and the Biodiversity Land are situated and by whom the obligations contained in this Agreement are enforceable.
- (2) The Owner is the freehold owner of the Site and Biodiversity Land which is registered at the Land Registry under title number DU301006.
- (3) An agent has submitted the Application to the Council.
- (4) The Council's County Planning Committee resolved on 26 July 2024 to grant Planning Permission for the Development subject to the prior completion of this Agreement.
- (5) Accordingly, the Owner is now desirous of binding the Site and Biodiversity Land with the obligations set out in the Third Schedule herein.

**Now this Agreement witnesses as follows:**

**1. Definitions**

"1981 Act"	shall mean the Wildlife and Countryside Act 1981;
"1990 Act"	shall mean the Town and Country Planning Act 1990;
"Application"	shall mean the application for planning permission for the Development of the Site made to the Council and allocated

**Dated**

**2024**

---

**THE COUNTY COUNCIL OF DURHAM**

**and**

**DIOCESE OF HEXHAM AND NEWCASTLE**

**AGREEMENT**

pursuant to Section 106 of the Town and Country Planning Act 1990  
& Section 39 of the Wildlife and Countryside Act 1981

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**Helen Bradley**

**Director of Legal and Democratic Services**

**Durham County Council**

**County Hall**

**Durham**

**DH1 5UL**

**Ref: LA/6849828**



reference number: DM/24/01173/FPA;

**"Biodiversity Land"**

shall mean the biodiversity land which is shown shaded green on Plan 2;

**"Biodiversity Works"**

shall mean the works for the creation of semi-natural habitats on the Biodiversity Land set out in the Habitat Scheme and Management Plan;

**"Commencement of Development"**

shall mean the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements;

**"Council"**

shall mean the County Council of Durham of County Hall, Durham, DH1 5UL and shall include any statutory successor body to its local planning authority functions;

**"Development"**

shall mean the development of the Site pursuant to the Planning Permission comprising of the demolition of existing school buildings and development of a replacement school building and works to the retained Springwell Hall, along with car parking, hard and soft landscaping including works to trees, replacement playing pitches, and access arrangements;

**"Habitat Management and Monitoring Plan"**

shall mean the plan for the creation of semi-natural habitats on the Biodiversity Land including timescales for such creation, long term management of the



habitats and monitoring of delivery, which from time to time may be amended with the written agreement of the Council;

**"Indexed"**

means such increase in any sum or sums due under this agreement as reflects any increase in the all in tender price index provided by BCIS (or such replacement index thereof) for the period commencing from the date of this Agreement and ending on the date upon which such sum is paid under this Agreement such increase to be calculated by reference to the Index most recently published at the date at which the relevant payment is due and "Index" and "Indexation" shall be construed accordingly;

**"Monitoring Contribution"**

means the sum of £2,706 (two thousand, seven hundred and six pounds) Indexed to be paid by the Owner to the Council to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the Habitats Management and Monitoring Plan.

**"Management and Maintenance Period"**

shall mean the period of 30 years commencing with the date of compliance with paragraph 1.3 of the Third Schedule to this Agreement;

**"Occupation"**

shall mean occupation for the purposes permitted by the Planning Permission, but not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display or security of the Site and the term "Occupy" shall be construed accordingly;

**"Plan 1"**

shall mean the plan attached to this Agreement at the First Schedule and marked plan 1;

**"Plan 2"**

shall mean the plan attached to this Agreement at the First Schedule and

	marked plan 2;
<b>"Planning Permission"</b>	shall mean the planning permission subject to conditions to be granted by the Council in pursuance of the Application in substantially the form of the draft planning permission attached to this Agreement at the Second Schedule;
<b>"Site"</b>	the land at St Leonards Catholic School North End Durham DH1 4NG against which the obligations contained in this Agreement may be enforced as shown edged red on Plan 1;
<b>"Springwell Hall"</b>	shall mean the building shown edged blue on Plan 2
<b>"Working Day"</b>	any day apart from Saturday and Sunday and statutory bank holidays.

## **2. Construction of this Agreement**

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement (unless the context otherwise requires).
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 References to any party to this Agreement except the Council shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council shall include any successors to their statutory planning functions under the 1990 Act.

- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owner or the Council not do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9 Insofar as any clause or clauses of this Agreement 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 Agreement.
- 2.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site or the Biodiversity Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 2.12 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any non-material amendment thereto) granted (whether or not on appeal) after the date of this Agreement.

### **3. Legal Basis**

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act, Section 39 of the 1981 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers, to the intent that the obligations undertaken by the Owner in the Fourth Schedule below shall be planning obligations for the purpose of that section in respect of the Site and the obligations undertaken by the Owner in the Fourth Schedule shall be binding on persons deriving title to the Biodiversity Land under or from the Owner, and shall be enforceable by the Council against those persons accordingly.

### **4. Conditionality**

- 4.1 Save for the provisions of clause 6 (which shall take effect immediately upon completion of this Agreement), the obligations contained within this Agreement are conditional upon:
- 4.1.1 the grant of the Planning Permission; and
- 4.1.2 the Commencement of Development.

### **5. The Owner's Covenants**

- 5.1 The Owner covenants with the Council to observe and perform the covenants set out in Fourth Schedule.

### **6. Fees**

- 6.1 The Owner shall pay the Council's reasonable legal costs incurred in the preparation and negotiation of this Agreement in the sum of £665 and the Council's reasonable costs in monitoring compliance with the terms of this Agreement in the sum of £150.

## **8. Local Land Charge**

- 8.1 This Agreement shall be registrable as a local land charge by the Council.
- 8.2 Following the performance and satisfaction of all the obligations contained in this Agreement or where the obligations under this Agreement are no longer enforceable the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site and Biodiversity Land.

## **9. Communication and Council's Consent or Approval**

- 9.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 9.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 9.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 9.3.1 if delivered by hand, at the time of delivery;
- 9.3.2 if sent by first class post, on the second working day after posting;  
or
- 9.3.3 if sent by recorded delivery, at the time delivery was signed for
- 9.4 The Owner grants to the Council, its officers, employees, servants, licensees and agents, upon giving fourteen days' notice in writing, free right of access to the Biodiversity Land for all reasonable purposes connected with this Agreement PROVIDED ALWAYS that the Council has notified the Owner of the reasons for such rights of access being sought and where such rights of access relate to the rectification by the Council of a material breach of any term of this Agreement the Owner has been given at least 1 months' notice of such breach and a detailed account of the reasonable measures required to rectify such breach and the Owner has been afforded a reasonable opportunity to rectify such breach themselves whereupon the right of access in favour of the Council pursuant to this clause shall lapse upon the Owner satisfying the Council that such breach has been rectified.
- 9.5 In the event of any material breach of the provisions of the Fourth Schedule on the part of the Owner, the Council may serve notice on the Owner requiring the material breach to be remedied and if the said breach is not remedied within such reasonable timescale as set out in the notice, then the Council may remedy the breach itself and the reasonable and properly incurred cost thereof shall be a debt due from the Owner to the Council.

## **10. Termination Of This Agreement**

- 10.1 This Agreement 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 (without the consent of the Owner) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

## **11. The Contracts Act**

- 11.1 Save as provided in respect of successors in title to the Site and Biodiversity Land or any successor to the relevant statutory function of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

## **12. Council's Powers**

- 12.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

## **13. Dispute Resolution**

- 13.1 Where any dispute or difference arises between any of the parties to this Agreement, except as to a matter of law which shall remain the jurisdiction of the Courts, any party to such dispute or difference shall be entitled to have the matter referred to the determination of an expert (the "Appointed Expert") having not less than 10 years' relevant experience in the field of the matter in dispute and being a member of the Royal Institution of Chartered Surveyors or if appropriate, to the matter in dispute of another professional institution or body the identity of such person in default of agreement being an appointment made on the application of any party to such dispute at any time by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.
- 13.2 In the absence of a direction by the Appointed Expert in accordance with this clause as to how the costs of the reference to the Appointed Expert should be borne as between the relevant parties, the parties to such dispute shall bear their own costs and shall share equally the costs and charges of the Appointed Expert.
- 13.3 The Appointed Expert shall:
- 13.3.1 afford to each of the parties to the dispute an opportunity to make representations to him/her/them in writing and if he/she so directs submissions upon one another's representations;
  - 13.3.2 be entitled to stipulate the periods of time for the making of such representations as is reasonable in the circumstances;
  - 13.3.3 be bound to have regard to such representations;

- 13.3.4 have the power of making directions as to the responsibility for the costs of his/her award (including both the costs of the relevant parties and the costs and charges of the Appointed Expert) to be met by any party behaving unreasonably;
- 13.3.5 in the making of his/her reward, not be liable save to the extent in law as provided in relation to the decisions of an expert;
- 13.3.6 make rewards which are final and conclusive as between the parties to such dispute (except that such awards shall not remove the parties' rights of appeal on matters of law); and
- 13.3.7 be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function such fresh appointee to be appointed in the manner prescribed in this clause.

#### **14. Change In Ownership**

- 14.1 The Owner agrees to give the Council written notice not more than 20 days' after any change in ownership of any of its interest in the Biodiversity Land occurring before all the obligations under this Agreement have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area or unit of occupation purchased by reference to a plan.

#### **15. Jurisdiction**

- 15.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales.

#### **16. Delivery**

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

**In Witness** whereof the parties hereto have executed this Agreement on the day and year first before written

**THE FIRST SCHEDULE**

Plans

Public Authorities have no responsibility for the information provided herein and do not accept any liability for the use of the information provided herein. The information is provided for your information only and is not intended to be used for any other purpose. All plans are subject to the provisions of the Planning Act 2008.

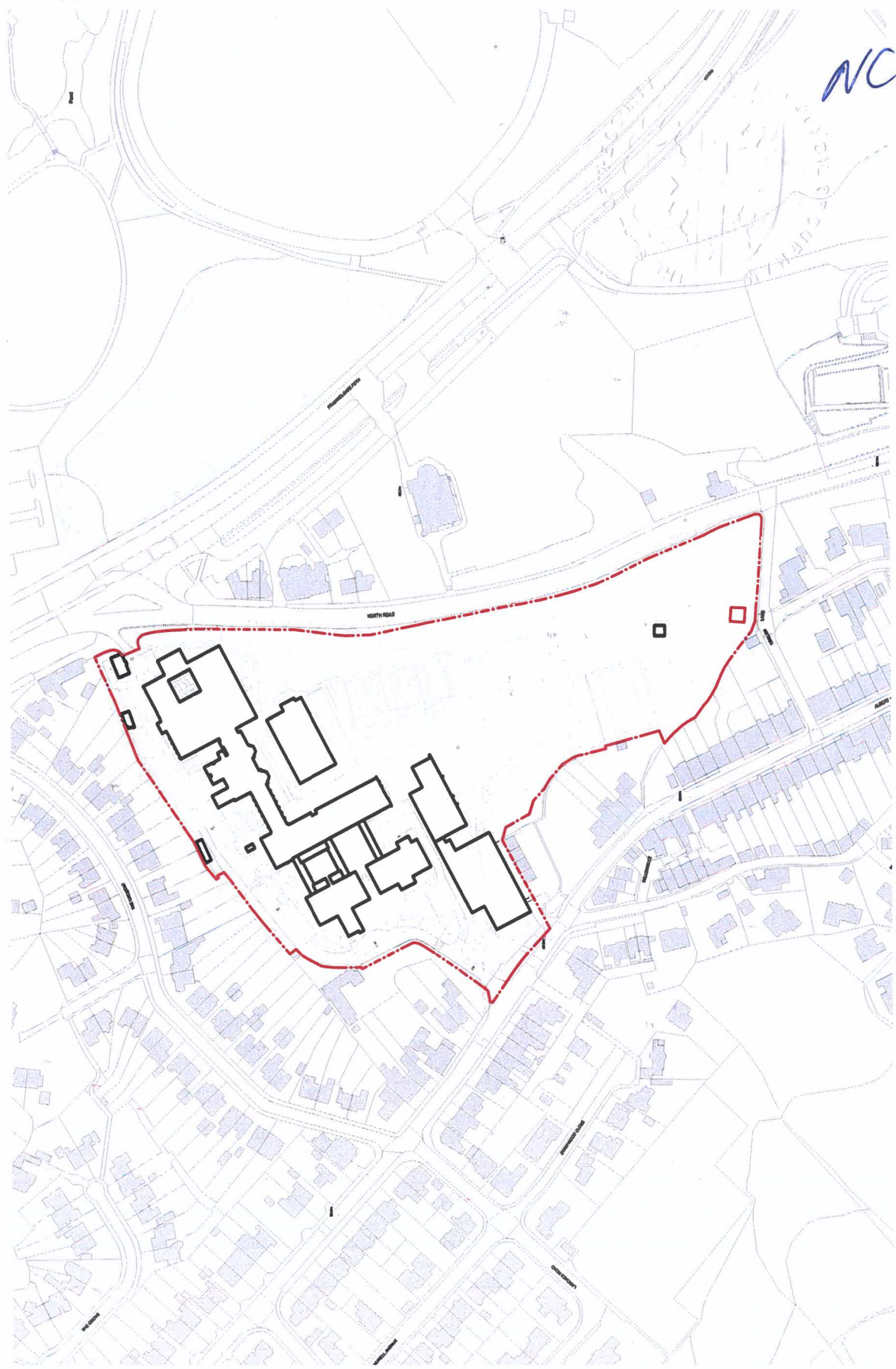
When this drawing has been approved by the Local Planning Authority, it shall not be used for any other purpose without the prior written consent of the Local Planning Authority. This drawing is made in part in accordance with the provisions of the Planning Act 2008.

No warranty is made, and no responsibility is accepted, for the accuracy or completeness of the information provided herein. Check all dimensions on site, before any construction, to verify the layout and dimensions.



Note: Location Plan indicates all existing buildings, all types of planning application's, commission's, demolition of buildings, all types of buildings covered under an earlier separate planning application.

# Plan 1



Project Name	11588-200
Client	St. Leonard's Catholic School
Location	Durham
Scale	1:1000
Author	SS
Checker	SS
Project Manager	SS
Drawn	SS
Checked	SS
Date	11/05/2024
Scale	1:1000
Project No.	11588-200
Revision	1
Author	SS
Checker	SS
Project Manager	SS
Drawn	SS
Checked	SS
Date	11/05/2024

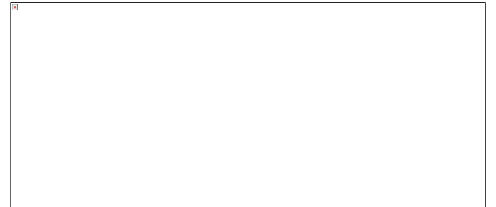




**THE SECOND SCHEDULE**

The draft planning permission

Regeneration, Economy and Growth  
Durham County Council  
Planning Development (Strategic)  
PO BOX 274, Stanley, Co. Durham, DH8 1HG Main  
Telephone: 03000 262 830



## APPROVAL OF PLANNING PERMISSION

### TOWN AND COUNTRY PLANNING ACT 1990

Application Number: **DM/24/01173/FPA**

Applicant

BAM Construction Ltd  
C/O Agent

Agent

Lichfields  
Mr Dominic Langton  
The St Nicholas Building  
St Nicholas Street  
Newcastle upon Tyne  
NE1 1RF  
United Kingdom

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#### PART 1 –PARTICULARS OF THE APPLICATION

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Proposed: Demolition of existing school buildings and development of a replacement school building and works to the retained Springwell Hall, along with car parking, hard and soft landscaping including works to trees, replacement playing pitches, and access arrangements.

At: St Leonards Catholic School  
North End  
Durham  
DH1 4NG

Date of Application: 3 May 2024

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#### PART 2 –PARTICULARS OF DECISION

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The **Durham County Council** hereby give notice in pursuance of the Town and Country Planning Act 1990 that planning permission has been **GRANTED** for the carrying out of the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions and reasons:

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. The development hereby approved shall be carried out in strict accordance with the following approved plans and documents and any recommendations, mitigation measures and adherence to parameters contained therein

Landscape Drawing	Reference no.	
Whole Site Plan	SRP1150-ONE-ZZ-ZZ-D-L-0002	P16
Landscape Site Plan Sheet 1	SRP1150-ONE-ZZ-ZZ-D-L-0003	P11
Landscape Site Plan Sheet 2	SRP1150-ONE-ZZ-ZZ-D-L-0004	P12
Circulation Strategy	SRP1150-ONE-ZZ-ZZ-D-L-0005	P13
Access Security	SRP1150-ONE-ZZ-ZZ-D-L-0006	P14
BB103	SRP1150-ONE-ZZ-ZZ-D-L-0007	P12
UGF	SRP1150-ONE-ZZ-ZZ-D-L-0008	P12
Refurbishment Remodelling Strategy	SRP1150-ONE-ZZ-ZZ-D-L-0009	P09
Site Sections	SRP1150-ONE-ZZ-ZZ-D-L-0010	P09
Tree Removal Protection Retention	SRP1150-ONE-ZZ-ZZ-D-L-0012	P09
Site Sections	SRP1150-ONE-ZZ-ZZ-D-L-0013	P06
External Sports Provision	SRP1150-ONE-ZZ-ZZ-D-L-0014	P07
Detailed Planting Plan [Sheet 1]	SRP1150-ONE-ZZ-ZZ-D-L-0201	P08
Detailed Planting Plan [Sheet 2]	SRP1150-ONE-ZZ-ZZ-D-L-0202	P08

Architectural Drawing	Reference no.	
Planning Proposed GA Level 00 Plan New School Building A-3010-S5 P5	SRP1150-RYD-01-00-D-	
Planning Proposed GA Roof Level Plan - New School Building D-A-3013-S5 P5	SRP1150-RYD-01-RF-	
Planning Proposed GA Elevations - New School Building Sheet 1 of 2 ZZ-D-A-3610-S5 P6	SRP1150-RYD-01-	
Planning Proposed GA Elevations - New School Building Sheet 2 of 2 ZZ-D-A-3611-S5 P5	SRP1150-RYD-01-	
Planning Proposed GA Sections - New School Building D-A-3810-S5 P5	SRP1150-RYD-01-ZZ-	
EFAA Proposed Planning General Arrangement Elevations D-A-3610-S5 P6	SRP1150-RYD-02-ZZ-	
Planning Proposed GA Long Elevations D-A-3612-S5 P6	SRP1150-RYD-ZZ-ZZ-	
Planning Proposed GA Level 01 Plan - New School Building A-3011-S5 P2	SRP1150-RYD-01-01-D-	
Planning Proposed GA Level 02 Plan - New School Building A-3012-S5 P4	SRP1150-RYD-01-02-D-	
Planning GA Substation D-A-3030-S5P1	SRP1150-RYD-01-ZZ--	
EFAA Proposed Demolition Plans D-A-0410-S5P3	SRP1150-RYD-02-ZZ-	
EFAA Proposed Planning General Arrangement Plans D-A-3010-S5P2	SRP1150-RYD-02-ZZ-	
EFAA Proposed Planning General Arrangement Sections D-A-3810-S5P1	SRP1150-RYD-02-ZZ-	
Site Location Plan D-A-2000-S5P3	SRP1150-RYD-ZZ-ZZ-	

#### Reports and Strategies

Air Quality Assessment, prepared by Apex Acoustics, ref. 11599.3;  
 BNG and Ecological Impact Assessment, prepared by Dendra (ref. BAM\_St.Leonard's\_EcIA1.2 dated 17 June);  
 Construction Phase Plan, prepared by BAM Construction Ltd, dated 02 May 2024;  
 Gas Risk, prepared by Hexa, ref. 700174-HEX-00-XX-RP-GE-2001;  
 External Lighting Assessment, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-XX-T-E-6878;  
 Noise Impact Assessment, prepared by SRL, dated 09 February 2024;  
 Drainage Strategy and Flood Risk Assessment, prepared by Jasper Kerr Consulting Engineers Ltd;



Drainage Key Plan (ref. SRP1150-JKC-XX-XX-D-C-0001 Rev P04), prepared by Jasper Kerr;  
Drainage Sheet 1 (ref. SRP1150-JKC-XX-XX-D-C-0002 Rev P04), prepared by Jasper Kerr;  
Drainage Sheet 2 (ref. SRP1150-JKC-XX-XX-D-C-0003 Rev P04), prepared by Jasper Kerr;  
Drainage Sheet 3 (ref. SRP1150-JKC-XX-XX-D-C-0004 Rev P04), prepared by Jasper Kerr;  
Drainage Calculations, prepared by Jasper Kerr, dated 08 April 2024  
Transport Statement, prepared by SAJ, ref. JN2825-Rep-0003.1;  
Travel Plan, prepared by SAJ, ref. JN2825-Rep-0001.3;  
Arboricultural Survey, Arboricultural Impact Assessment, Arboricultural Method Statement and Tree Protection Plan Report ref: ARB/AE/3301 dated May 2024 by Elliott Consultancy Ltd;  
Sustainability Statement, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-ZZ-T-M-6884;  
Ventilation, Noise and Odour Statement, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-ZZ-T-M-6883.  
St Leonard's Catholic School : Exterior Building Materials Schedule, ref. SRP1150-RYD-XX-XX-L-A-1900-S5-P01

Reason: To define the permission and ensure that a satisfactory form of development is obtained in accordance with Policies 2, 21, 22, 25, 26, 28, 29, 31, 32, 35, 36, 39, 40, 41, 43, 44, 45 of the County Durham Plan, Policies S1, H1, G1, T1, T2 of the Durham City Neighbourhood Plan and Parts 2, 4, 8, 9, 11, 12, 14, 15, 16 of the National Planning Policy Framework.

3. The development hereby approved shall be carried out in full accordance with the list of external materials as set out within the document entitled St Leonard's Catholic School: Exterior Building Materials Schedule ref. SRP1150-RYD-XX-XX-L-A-1900-S5-P01.

Reason: In the interests of visual amenity of the surrounding area in accordance with Policy 29 of the County Durham Plan and Policy S1 of the Durham City Neighbourhood Plan and Part 12 of the NPPF.

4. Notwithstanding the submitted information, prior to the commencement of the refurbishment works to Springwell Hall, details of the following shall be submitted to and approved in writing by the Local Planning Authority:
- o scope of proposed remedial works to the fabric of the hall following removal of the modern extensions.
  - o 1:20 joinery drawing of a typical window type (face-on and section).
  - o Details of any new materials in relation to the main roof covering of the hall.
- The development shall thereafter be carried out in accordance with the approved details.

Reason: In the interests of visual amenity of the surrounding area in accordance with Policies 29 and 40 of the County Durham Plan, Policies S1 and H2 of the Durham City Neighbourhood Plan and Parts 12 and 16 of the NPPF.

5. Notwithstanding the details shown on the approved plans the development shall include 6 active EV spaces, details of which shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented on site prior to the occupation of the development.

Reason: To promote highway safety and sustainable transport methods in accordance with Policy 21 of the County Durham Plan, and Part 9 of the National Planning Policy Framework.

6. Notwithstanding the details shown on the approved plans the development shall include 52 covered cycle parking spaces, details of which shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented on site prior to the occupation of the development.

Reason: In the interests of promoting sustainable travel in accordance with Policies 21 and 22 of the County Durham Plan and Part 9 of the National Planning Policy Framework.

7. Within 18 months of occupation of the new school buildings, all car parking shall be laid out across the site in accordance with One Environments dwg no. SRP1150-ONE-ZZ-ZZ-D-L-0002 P16. The car parking shall be maintained in accordance with the approved plans in perpetuity thereafter.

Reason: In the interests of promoting sustainable travel in accordance with Policies 21 and 22 of the County Durham Plan and Part 9 of the National Planning Policy Framework.

8. All planting, seeding or turfing and habitat creation shown on the approved landscaping scheme shall be carried out in the first available planting season following the practical completion of the development. No tree shall be felled, or hedge removed until the removal/felling is shown to comply with legislation protecting nesting birds and roosting bats. Any approved replacement tree or hedge planting shall be carried out within 12 months of felling and removals of existing trees and hedges. Any trees or plants which die, fail to flourish, or are removed within a period of 5 years from the substantial completion of the development shall be replaced in the next planting season with others of similar size and species. Replacements will be subject to the same conditions.

Reason: In the interests of the visual amenity of the area and to comply with Policies 29 and 40 of the County Durham Plan, Policies S1, H2 and G1 of the Durham City Neighbourhood Plan and Parts 12 and 15 of the National Planning Policy Framework.

9. No construction work shall take place, nor any site cabins, materials or machinery be brought on site until all trees to be retained, are protected in accordance with the details contained within the Arboricultural Survey, Arboricultural Impact Assessment, Arboricultural Method Statement and Tree Protection Plan Report ref: ARB/AE/3301 dated May 2024 by Elliott Consultancy Ltd and in accordance with BS.5837:2010.  
Prior to any construction work taking place, the ground immediately surrounding the existing trees on the site shall be protected from compaction by the use of scaffold boards over a compressible layer of bark chip. All works to prepare the ground for surfacing shall be undertaken by hand and without the use of heavy machinery.  
No other operations, no alterations of ground levels, and no storage of any materials are to take place inside the fences, and no other work is to be done such as to affect any tree which is protected by these fences.

Reason: In the interests of visual amenity, in accordance with Policy 40 of the County Durham Plan, Policies S1 of the Durham City Neighbourhood Plan and Part 12 and 15 of the National Planning Policy Framework.

10. The development shall be carried out in accordance with the mitigation outlined within the BNG and Ecological Impact Assessment, prepared by Dendra (ref. BAM St. Leonard's EclA1.2 dated 17 June);

Reason: To mitigate the ecological impact of the development, in accordance with Policy 41 of the County Durham Plan, Policies S1, H2 and G1 of the Durham City Neighbourhood Plan and Part 15 of the National Planning Policy Framework.

11. Development shall be implemented in accordance with the surface water management scheme for the proposed development as detailed within the Drainage Strategy - April 2024 Rev P03 26/04/2024. The drainage scheme shall be completed and maintained thereafter in accordance with the details agreed.

Reason: To prevent pollution of the water environment in accordance with Policies 35 and 36 of the County Durham Plan, Policy S1 of the Durham City Neighbourhood Plan and Part 14 of the National Planning Policy Framework.

12. The development hereby approved, shall be carried out in full accordance with the measures and mitigations outlined within the Construction Phase Plan, prepared by BAM Construction Ltd, dated 30 May 2024.

Reason: In the interests of preserving residential amenity during the construction phases of the development having regards to County Durham Plan Policy 31 and Part 12 of the NPPF.

13. No demolition or construction traffic, contractors, sub-contractors vehicles may transit to or from the site via The Crescent, the highway sited immediately north of the Development Site. Before construction commences, the developer submit a written scheme to agree a methodology to record of vehicles within the above definition associated with the development, including but not restricted to the use of CCTV recording at the site entrance, and the posting of signage on the approach to the street, for approval in writing by the Local Planning Authority, with the agreed scheme kept in operation for the full duration of construction works.

Reason: in the interests of highway safety and in accordance with the requirements of Policy 21 of the County Durham Plan and part 9 of the National Planning Policy Framework

14. No construction/demolition activities, including the use of plant, equipment, and deliveries, which are likely to give rise to disturbance to residents should take place before 0800 hours and continue after 1800 hours Monday to Friday, or commence before 0800 hours and continue after 1300 hours on Saturday. No works should be carried out on a Sunday or Bank Holiday. The best practicable means shall be used to minimise noise, vibration, light and dust nuisance or disturbance to local residents resulting from construction/demolition site operations. No burning of waste is to be carried out on the development site. It shall be considered that the best practicable means are met by compliance with all current British standards/relevant guidance.

Reason: In the interests of preserving residential amenity during the construction phases of the development having regards to County Durham Plan Policy 31 and Part 12 of the NPPF.

15. The rating level of noise emitted from fixed plant/machinery on the site shall not exceed the background (LA90) by more than 5dB LAeq (1 hour) between 07.00-23.00 and 0dB LAeq (15 mins) between 23.00-07.00. The measurement and assessment shall be made according to BS 4142: 2014+A1: 2019. On written request by the planning authority the operator shall, within 28 days, produce a report to demonstrate adherence with the above rating level.

Reason: To protect residential amenity and provide a commensurate level of protection against noise in accordance with County Durham Plan Policy 31 and Part 15 of the NPPF.

16. Remediation works shall be carried out in accordance with the approved remediation strategy. The development shall not be brought into use until such time a Phase 4 verification report related to that part of the development has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the remediation works are fully implemented as agreed and the site is suitable for use, in accordance with Policy 32 of the County Durham Plan and Part 15 of the National Planning Policy Framework.

17. Prior to occupation of the development a refuse management strategy shall be submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out and operated in accordance with the agreed details.

Reason: In the interests of residential amenity in accordance with County Durham Plan Policy 31 and Part 12 of the NPPF.

18. The new school building shall not be occupied until details of the odour control and extraction system to be installed within any kitchens have been submitted to and approved in writing by

the Local Planning Authority. The system shall then be installed in accordance with the approved details prior to first use of the kitchen and maintained as such thereafter.

Reason: To protect residential amenity and provide a commensurate level of protection against odour in accordance with County Durham Plan Policy 31 and Part 15 of the NPPF.

19. The lighting scheme for the development hereby approved shall be implemented in full accordance with the strategy outlined within the document entitled External Lighting Assessment, prepared by BAM Construction Ltd, ref. SRP1150-BMD-ZZ-XX-T-E-6878.

Reason: To protect residential amenity and provide a commensurate level of protection against light pollution in accordance with County Durham Plan Policy 31 and Part 15 of the NPPF.

20. Glazing identified as obscure glazed on the north-west and south-west elevations on drawings RYD-01-ZZ-D-A-3610-P6 and RYD-ZZ-ZZ-D-A-3612-P6 will be implemented to achieve a minimum of level 3 on the Pilkington Scale up to 1800mm high on each window, and to likewise obscure every door and side window, and remain to the same specification in perpetuity.

Reason: In the interests of residential privacy, in accordance with the requirements of Policy 31 of the Durham County Plan and part 15 of the NPPF.

21. The development shall not be occupied until a community use agreement has been submitted to and approved in writing by the Local Planning Authority, and a copy of the completed approved agreement has been provided to the Local Planning Authority. The agreement shall include details of pricing policy, hours of use, access by non-school users management responsibilities and a mechanism for review. The development shall not be used otherwise than in strict compliance with the approved agreement.

Reason: To ensure the community use of the new facility is secured in perpetuity, in accordance with part 8 of the NPPF.

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## STATEMENT OF PROACTIVE ENGAGEMENT

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In accordance with Article 35(2) of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the Local Planning Authority has, without prejudice to a fair and objective assessment of the proposals, issues raised and representations received, sought to work with the applicant in a positive and proactive manner with the objective of delivering high quality sustainable development to improve the economic, social and environmental conditions of the area in accordance with the NPPF.

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## SIGNATURE

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**Signed:**

**Date:**

Michael Kelleher  
Head of Planning and Housing



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## INFORMATIVES

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If unforeseen contamination is encountered, the Local Planning Authority shall be notified in writing immediately. Operations on the affected part of the site shall cease until an investigation and risk assessment, and if necessary a remediation strategy is carried out in accordance with the YALPAG guidance and agreed with the Local Planning Authority. The development shall be completed in accordance with any amended specification of works.

Note: Following the submission of a preliminary ground gas risk assessment, for some developments the Local Planning Authority may agree in writing to the installation of Gas Protection Measures as a precautionary measure without first carrying out ground gas monitoring.

### IMPORTANT NOTICE

**THIS PERMISSION IS NOT VALID UNLESS THE CONDITIONS LISTED ARE COMPLIED WITH**

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## **THE THIRD SCHEDULE**

### **The Owner's Covenants**

The Owner covenants as follows:

#### **1. Biodiversity Works**

- 1.1 Not to Commence the Development on the Site until the Habitat Management and Monitoring Plan for the Biodiversity Land has been submitted to and agreed by the Council.
- 1.2 To carry out the Biodiversity Works on the Biodiversity Land in accordance with the Habitat Management and Monitoring Plan.
- 1.3 Prior to First Occupation of Springwell Hall the Biodiversity Works shall have been completed on the Biodiversity Land.
- 1.4 For the avoidance of doubt, unless the Owner fully complies with the obligations set out in paragraph 1.2 and 1.3 above, the Owner shall not cause or permit the Occupation of any of the Development.

#### **2. Notice**

- 2.1 To notify the Council in writing of the First Occupation of Springwell Hall within 7 days of such.

#### **3. Monitoring Contribution**

- 3.1 To pay the Monitoring Contribution to the Council prior to First Occupation of Springwell Hall and not allow Occupation of Springwell Hall until the Monitoring Fee has been paid to the Council.

#### **4. Habitat Management and Monitoring Plan**

- 4.1 The Biodiversity Land shall be Managed and Maintained in accordance with the provisions set out in the Habitat Management and Monitoring Plan for the Management and Maintenance Period and as follows:
  - 4.1.2 Features and habitats which have been created for protected and/or notable species and or all other common species shall be retained and shall be managed so far as is reasonably practicable in accordance with the relevant provisions (with regard to the particular feature, habitat or notable species) of the following (or any reasonable successor replacement thereof):
    - 4.1.2.1 Part I of the 1981 Act;
    - 4.1.2.2 Part 3 of the Conservation of Habitats and Species Regulations 2017;
    - 4.1.2.3 The Durham Biodiversity Action Plan (DBAP)
    - 4.1.2.4 Natural England's Bat Mitigation Guidelines and the Standing Advice Species Sheet: Bats (2012);

- 4.1.2.5 Natural England's Great Crested Newts; Surveys and Mitigation for Development Projects, December 2015;
  - 4.1.2.6 Natural England's Research Report NERR024 - Managing for Species: Integrating the needs of England's priority species into habitat management, January 2010.
- 4.1.3 In such a way as promotes the development and conservation of biodiversity through the natural colonisation of flora and fauna and that no activities shall take place which will prejudice this (so far as is reasonably practicable).
- 4.1.4 So far as reasonably practicable be safeguarded against:
- 4.1.4.1 harmful and uncontrolled fires;
  - 4.1.4.2 ploughing or other form of land reclamation or cultivation;
  - 4.1.4.3 afforestation of planting of trees, shrubs or other vegetation except as may have been approved by the Council from time to time;
  - 4.1.4.4 the introduction deliberately from elsewhere of any species or variety of animal or plant;
  - 4.1.4.5 the storage of goods and materials of any nature
- 4.1.5 Save for where such works form part of the Habitat Management and Monitoring Plan, the following acts shall not be carried out unless authorised in writing by the Council:
- 4.1.5.1 interference with drainage, springs, water courses (but for the avoidance of doubt acts to repair and maintain shall not be a breach of this agreement);
  - 4.1.5.2 carrying out of earthworks, ploughing, disturbance of soil or arable cultivation;
  - 4.1.5.3 use of herbicides, fertilisers and other chemicals (except for the purpose of controlling injurious weeds as defined in section 1 (2) of the Weeds Act 1959);
  - 4.1.5.4 felling or lopping of trees and shrubs (except for the purposes of maintenance);
  - 4.1.5.5 carrying out development within the meaning of Section 55 of the Town and Country Planning Act 1990 (and which for the avoidance of doubt shall include development otherwise permitted by Article 3 and Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015);
  - 4.1.5.6 deposition of any material or waste;

- 4.1.5.7 use of motorcycles or other motor vehicles (except vehicles being used for agricultural or maintenance purposes);
- 4.1.5.8 bringing of tents or caravans onto it
- 4.1.6 To regularly remove any rubbish or litter and, so far as reasonably practicable, to keep it free from rubbish and litter.
- 4.1.7 To promptly and fully inform the Council of any communications concerning it received by the Owner affecting:-
  - 4.1.7.1 relations with central or local government authorities, regulatory bodies and statutory undertakers;
  - 4.1.7.2 drainage; or
  - 4.1.7.3 the animal or plant life therein
- 4.1.8 If any works to the Biodiversity Land are proposed to be undertaken by or on behalf of a statutory undertaker, regulatory body or other outside agency the Owner shall take all reasonable measures to agree the scope of those works with the Council (such agreement not to be unreasonably withheld).
- 4.1.9 To take all reasonable measures to prevent other persons doing the acts prohibited by paragraphs 4.1.4 and 4.1.5 of this Third Schedule.
- 4.2 For the avoidance of doubt, the covenants in paragraph 4 of this Third Schedule shall lapse and be of no further force or effect at the conclusion of the Management and Maintenance Period.

**EXECUTED** as a Deed (but not delivered until the date of it) by the affixing of  
**THE COMMON SEAL OF  
THE COUNTY COUNCIL OF DURHAM by Order:**

[Redacted signature]

.....  
Authorised Sealing Officer  
(A permanent Officer of the County Council)



**EXECUTED** as a Deed (but not delivered until the date hereof) on behalf of  
**DIOCESE OF HEXHAM AND NEWCASTLE**  
acting by a Director in the presence of a witness

[Redacted signature]

.....  
Director signature

in the presence of:

[Redacted signature]

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation: