

OUTLINE & FULL PERMISSION DEFINITIONS

Biodiversity Definitions

Note: The following definitions are based on the latest version of the Biodiversity Metric 3.1 (updated April 2022). Note that the next version of the Biodiversity Metric 4.0 should be delivered shortly.

Expression	Meaning
“Biodiversity Gain Site”	an area of land within the Council’s administrative area of Buckinghamshire that falls outside of the Site upon which a Biodiversity Offsetting Scheme will be implemented via the Biodiversity Net Gain Management and Monitoring Plan as approved by the Council; and “Biodiversity Gain Sites” shall be construed accordingly
“Biodiversity Audit Report”	a written report on the auditing of the Biodiversity Offsetting Scheme which shall be prepared by the Owner in accordance with the timetable for its submission as set out in the BNG Design Stage Report approved by the Council following the surveying of habitats and entering their condition and distinctiveness into the Biodiversity Metric and shall highlight any actions which must be undertaken to achieve the Total Net % Change required by the Biodiversity Offsetting Scheme
“Biodiversity Impact Assessment”	a written report detailing the use of the Biodiversity Metric to calculate the biodiversity impact of the Development measured in Biodiversity Units
“Biodiversity Loss”	a negative Area Habitat Biodiversity Unit (AHBU), Hedgerow Biodiversity Unit (HBU) or River Biodiversity Unit (RBU) score when compared to the Biodiversity Unit Baseline.
“Biodiversity Metric”	the mechanism with reference to Biodiversity Metric [3.1] to quantify impacts on biodiversity that allows a Biodiversity Loss and/or a Biodiversity gain affecting different habitats to be compared and ensures the biodiversity offsetting proposed is sufficient to compensate for any residual losses of biodiversity.
“Biodiversity Metric [3.1] User Guide”	the latest Government metric available in the most recent survey season prior to the submission of the Planning Application unless an alternative is agreed by the Council prior to the said submission (as per para 2.2. of the Buckinghamshire Council Biodiversity Net Gain Supplementary Planning Document (SPD) dated July 2022)

“Biodiversity Monitoring Contribution”	the sum being not less than TWO THOUSAND POUNDS (£2,000) calculated in accordance with the Buckinghamshire Council Biodiversity Net Gain Monitoring Fee Calculator upon approval by the Council of the Biodiversity Offsetting Scheme to cover the Council's costs of monitoring and enforcing compliance with the Biodiversity Offsetting Scheme and reviewing the Biodiversity Audit Report(s)
“Biodiversity Net Gain”	a positive Area Habitat Biodiversity Unit (AHBU), Hedgerow Biodiversity Unit (HBU) or River Biodiversity Unit (RBU) score when compared to the Biodiversity Unit Baseline
“Biodiversity Net Gain Design Stage Report”/“BNG Design Stage Report”	The report submitted to the Council as part of the Planning Application which includes a fully completed Biodiversity Metric to assess the Biodiversity Unit Baseline
“Biodiversity Net Gain Management and Monitoring Plan”	a plan for the Biodiversity Gain Site and/or on-Site mitigation which shall include details of its provision; any offsetting measures such as improvement works required, in order to demonstrate how it will achieve the required Biodiversity Net Gain; its management and maintenance for not less than thirty (30) years from the date of implementation of the Biodiversity Offsetting Scheme; and the methodology format and frequency of written monitoring reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring; which plan shall have been submitted to and approved in writing by the Council
“Biodiversity Offsetting Scheme”	a scheme to compensate for any Biodiversity Loss and deliver the required percentage of Biodiversity Net Gain for the Planning Application, either through on-Site mitigation and/or by off-Site offsetting on a Biodiversity Gain Site and/or by payment of an Offsetting Contribution. The scheme shall include the timing of the implementation of the scheme and submission of the relevant details including the Biodiversity Net Gain Management and Monitoring Plan and/or payment of the Offsetting Contribution as the case may be
“Biodiversity Unit”	the unit of biodiversity as measured by the Biodiversity Metric and expressed as an Area Habitat Biodiversity Unit (AHBU), Hedgerow Biodiversity Unit (BHU) and / or River Biodiversity Unit (RBU)
“Biodiversity Unit Baseline”	comprises the Biodiversity Unit value of the Site
“Conservation Covenant”	an agreement meeting the requirements contained in section 117 of the Environment Act 2021

“Offsetting Contribution”

the payment of a sum of money to the Council as part of a Biodiversity Offsetting Scheme, to be calculated in accordance with the Buckinghamshire Council Financial Contribution Calculator, such sum to be increased by the amount (if any) equal to the percentage rise in the Index from the date of this Deed to the date the sum is paid and which is to be used by the Council for funding long-term conservation projects in the Council’s administrative area which will deliver Biodiversity Net Gain

“Over-arching BIA”

for an outline planning permission and/or Phased Development, the Biodiversity Impact Assessment which was submitted as part of the outline Planning Application and approved by the Council

“Phased BIA”

a Biodiversity Impact Assessment which is carried out for a Phased Development and which:
(a) in the case of the first Phased BIA to be submitted to the Council updates the Over-arching BIA; or
(b) in the case of a subsequent Phased BIA updates the most recently approved Phased BIA
in order to take account of the detailed proposals for that Phase, as set out in the relevant Reserved Matters Application and/or Reserved Matters Approval(s)

“Phased Development”

a development that involves the construction of the Development via a series of construction phases of the whole Site. These phases are usually defined by a Phasing Plan and “Phase” shall be construed accordingly

“Phasing Plan”

a plan to be approved by the Council before Commencement of Development identifying the number, location, extent and programming of construction phases of the whole Site and showing the number of Dwellings and Open Space to be provided in each Phase and the location and provision of all of the Open Space serving the Site

“Reserved Matters”

the details of the Development to be submitted to and approved by the Council in relation to access, appearance, landscaping, layout, and scale as relevant

“Total Net % Change”

means the combined on-Site and off-Site Biodiversity Net Gain or Biodiversity Loss as a percentage of the on-Site Biodiversity Unit Baseline

SCHEDULE ***

Owner's Covenants with the Council

Part I – Biodiversity Offsetting

Note: The following is based on the proposed mechanism for BNG delivery during the Environment Act Transition Period until November 2023 (i.e. 10% BNG not yet mandatory, only the NPPF and Local Planning Polices apply).

[Full Permission Obligations:]

The Owner covenants:

1. Unless otherwise approved in writing by the Council not to Commence the Development until:
 - 1.1 a Biodiversity Offsetting Scheme to provide for a Biodiversity Impact Assessment score of **xx.xx** Area Habitat Biodiversity Units (AHBUs), **xx.xx** Hedgerow Biodiversity Units (HBUs) and **xx.xx** River Biodiversity Units (RBUs) has been submitted to and approved in writing by the Council. The approved Biodiversity Offsetting Scheme shall ensure that the Development shall result in a Biodiversity Net Gain, and shall not result in a Biodiversity Loss, in accordance with the National Planning Policy Framework and the Buckinghamshire Council SPD on Biodiversity Net Gain and Local Planning Policy [Chiltern Core Strategy Policy CS24; South Bucks Local Plan Core Policy 9; Wycombe Local Plan Policy CP7, CP10, DM34, DM14; Vale of Aylesbury Local Plan Policy NE1]; and
 - 1.2 the methodology and timetable for the production of each Biodiversity Audit Report has been submitted to and approved in writing by the Council which report shall be produced following monitoring of the Biodiversity Offsetting Scheme conducted by the Owner between April and October of the year in which it is due and which is to be undertaken annually for the first five years from the year of implementation of the Biodiversity Offsetting Scheme and thereafter once every five years on the anniversary of the date of the first Biodiversity Audit Report or the date upon which such report fell due, whichever is the earlier, and which shall be provided to the Council within one month of its production and prior to any subsequent changes in management of the

Biodiversity Offsetting Scheme being made PROVIDED THAT a variation to any of these requirements may be agreed in writing by the Council

2. The Biodiversity Offsetting Scheme shall include **either** those matters set out in paragraph 2.1 **or paragraph 2.2** below:

2.1 (a) the identity of a Biodiversity Gain Site or Biodiversity Gain Sites;
(b) a Biodiversity Net Gain Management and Monitoring Plan; and
(c) the provision of contractual terms (which will consist of a planning obligation entered into by all parties with an interest in the Receptor Site(s) pursuant to section 106 of the 1990 Act; or a Memorandum of Understanding with Buckinghamshire Council if the Council is the freehold owner of the Receptor Site; or a Conservation Covenant) to secure the delivery of the Biodiversity Offsetting Scheme; **or**

2.2 provision for an Offsetting Contribution to be paid to the Council. The Offsetting Contribution shall not be less than £yyyyy exclusive of Indexation. The Council shall use the Offsetting Contribution to enhance and secure the long term management of biodiversity within the Council's administrative area.

3. If paragraph 2.1 above applies,

[3.] To:

3.1 provide the Council with no less than ten (10) Working Days' notice in writing of the implementation of the approved Biodiversity Offsetting Scheme; and

3.2 to implement the approved Biodiversity Offsetting Scheme in accordance with the time limits set out therein (unless otherwise agreed in writing by the Council); and

3.3 not to carry out any changes to the approved Biodiversity Offsetting Scheme without the prior written consent of the Council

PROVIDED ALWAYS THAT **[Instructions required on a case by case basis: no building forming part of the Development/ no more than X Dwellings]** shall be Occupied until the Biodiversity Offsetting Scheme has been implemented

4. **If paragraph 2.2 above applies, not to Commence the Development until the Offsetting Contribution has been paid to the Council.**

[4. Or 5.] Not to Occupy [Instructions required on a case by case basis: any building forming part of the Development/ any more than X Dwellings] until it has paid the Biodiversity Monitoring Contribution and to pay the Biodiversity Monitoring Contribution to the Council prior to the Occupation of [any building forming part of the Development/ any more than X Dwellings]

Part II
The Council's Obligations

1. The Council agrees to use the Biodiversity Monitoring Contribution for the purposes of:
 - 1.1 measuring and reporting the biodiversity impact of the Development to ensure the Development does result in a Biodiversity Net Gain as determined by the Biodiversity Metric; and
 - 1.2 in relation to any Biodiversity Offsetting Scheme submitted pursuant to this Schedule, advising on any offsetting requirements and mechanisms to compensate for any Biodiversity Loss in collaboration with the Owner; andsuch monitoring will form part of the discharge of the Biodiversity Offsetting Scheme
and [if an Offsetting Contribution is to be paid:]
2. **The Council shall use the Offsetting Contribution to enhance and secure long term management of biodiversity within the Council's administrative area**

[Outline Permission Obligations (not Phased):]

The Owner covenants:

1. Not to Commence Development (unless otherwise approved in writing by the Council) until:

1.1 a Biodiversity Offsetting Scheme has been submitted to and approved in writing by the Council which ensures that the implementation of the Development will result in a Biodiversity Net Gain in accordance with the National Planning Policy Framework, Buckinghamshire Council's Biodiversity Net Gain Supplementary Planning Document (SPD) and Local Planning Policy [Chiltern Core Strategy Policy CS24; South Bucks Local Plan Core Policy 9; Wycombe Local Plan Policy CP7, CP10, DM34, DM14; Vale of Aylesbury Local Plan Policy NE1]; and

1.2 the methodology and timetable for the production of each Biodiversity Audit Report has been submitted to and approved in writing by the Council which report shall be produced following monitoring of the Biodiversity Offsetting Scheme conducted by the Owner between April and October of the year in which it is due and which is to be undertaken annually for the first five years from the year of implementation of the Biodiversity Offsetting Scheme and thereafter once every five years on the anniversary of the date of the first Biodiversity Audit Report or the date upon which such report fell due, whichever is the earlier, and which shall be provided to the Council within one month of its production and prior to any subsequent changes in management of the Biodiversity Offsetting Scheme being made PROVIDED THAT a variation to any of these requirements may be agreed in writing by the Council

2. The Biodiversity Offsetting Scheme shall include the matters set out in either paragraph 2.1 or 2.2 below. If a scheme defined by 3.2 is chosen then payment of the Offsetting Contribution must be paid to the Council by [add in specific trigger points for that scheme e.g. prior to Commencement OR within 3 months of Commencement or where payment is made in instalments (e.g. for large contributions 25% prior to commencement and then 75% after commencement)] in accordance with a payment schedule. This is to be agreed with the application on a bespoke basis as part of the Buckinghamshire Council BNG scheme when available]

- 2.1 (a) the identity of a Biodiversity Gain Site or Biodiversity Gain Sites;
- (b) a Biodiversity Net Gain Management and Monitoring Plan; and
- (c) the provision of contractual terms (which will consist of a planning obligation entered into by all parties with an interest in the Receptor Site(s) pursuant to section 106 of the 1990 Act; or a Memorandum of Understanding with Buckinghamshire Council if the Council is the freehold owner of the Receptor Site; or a Conservation Covenant) to secure the delivery of the Biodiversity Offsetting Scheme;

2.2 provision for an Offsetting Contribution to be paid to the Council. The Offsetting Contribution shall not exceed £yyyyyy exclusive of Indexation calculated in accordance with the relevant Index. The Council shall use the Offsetting Contribution to enhance and secure long term management of biodiversity within the Council's administrative area

3. If paragraph 2.1 above applies, To:

3.1 provide the Council with no less than ten (10) Working Days' notice in writing of the implementation of the approved Biodiversity Offsetting Scheme; and

3.2 to implement the approved Biodiversity Offsetting Scheme in accordance with the time limits set out therein (unless otherwise agreed in writing by the Council); and

3.3 not to carry out any changes to the approved Biodiversity Offsetting Scheme without the prior written consent of the Council

PROVIDED ALWAYS THAT [Instructions required on a case by case basis: no building forming part of the Development/ no more than X Dwellings] shall be Occupied until the Biodiversity Offsetting Scheme has been implemented

If paragraph 2.2 above applies, not to Commence the Development until the Offsetting Contribution has been paid to the Council

4. Not to Occupy [Instructions required on a case by case basis: any building forming part of the Development/ any more than X Dwellings] until it has paid the Biodiversity Monitoring Contribution and to pay the Biodiversity Monitoring Contribution to the Council prior to the Occupation of [any building forming part of the Development/ any more than X Dwellings]

Part II

The Council's Obligations

1. The Council agrees to use the Biodiversity Monitoring Contribution for the purposes of:

1.1 measuring and reporting the biodiversity impact of the Development to ensure the Development does result in a Biodiversity Net Gain as determined by the Biodiversity Metric; and

1.2 in relation to any Biodiversity Offsetting Scheme submitted pursuant to this Schedule, advising on any offsetting requirements and mechanisms to compensate for any Biodiversity Loss in collaboration with the Owner; and

such monitoring will form part of the discharge of the Biodiversity Offsetting Scheme and [if an Offsetting Contribution is to be paid:]

2. **The Council shall use the Offsetting Contribution to enhance and secure long term management of biodiversity within the Council's administrative area**

[OR - Phased Development Obligations:]

The Owner covenants for each Phase of the Development:

1. Not to Commence the relevant Phase of the Development unless and until:
 - 1.1 an Over-arching BIA or Phased BIA as applicable has been submitted to and agreed in writing by the Council in respect of that Phase; and
 - 1.2 where the Over-arching BIA or the Phased BIA shows a Biodiversity Loss, until a Biodiversity Offsetting Scheme for that Phase has also been submitted to and agreed in writing by the Council; and
 - 1.3 the methodology and timetable for the production of a Biodiversity Audit Report for each Phase of the Development which has been Commenced by the date of its production has been submitted to and approved in writing by the Council which report shall be produced following monitoring of the Biodiversity Offsetting Scheme conducted by the Owner between April and October of the year in which it is due and which is to be undertaken annually for the first five years from the year of implementation of the Biodiversity Offsetting Scheme and thereafter once every five years on the anniversary of the date of the first Biodiversity Monitoring Report or the date upon which such report fell due, whichever is the earlier, which shall be provided to the Council within one month of its production and prior to any subsequent changes in management of the Biodiversity Offsetting Scheme being made PROVIDED THAT a variation to any of these requirements may be agreed in writing by the Council

2. The written approval of the Council to each Biodiversity Offsetting Scheme shall not be issued until **either**:

2.1 (a) the identity of a Biodiversity Gain Site or Biodiversity Gain Sites;

(b) a Biodiversity Net Gain Management and Monitoring Plan; and

(c) the provision of contractual terms (which will consist of a planning obligation entered into by all parties with an interest in the Receptor Site(s) pursuant to section 106 of the 1990 Act; or a Memorandum of Understanding with Buckinghamshire Council if the Council is the freehold owner of the Receptor Site; or a Conservation Covenant) to secure the delivery of the Biodiversity Offsetting Scheme

have been submitted to and agreed in writing by the Council PROVIDED THAT the Biodiversity Offsetting Scheme does not have to be comprised within or delivered at the same time as the Phase to which the Biodiversity Impact Assessment which accompanies it relates and may instead be provided within a future Phase or at a later date as agreed in writing by the Council as part of the Phased BIA and the latest version of the Over-arching BIA current at the date of Commencement of the relevant Phase

or

2.2 an Offsetting Contribution has been paid to the Council. The Offsetting Contribution shall not exceed £yyyyy exclusive of Indexation calculated in accordance with the relevant Index.

3. Where further Reserved Matters Application(s) are submitted for a Phase after the date of approval of the relevant Phased BIA and (if applicable) Biodiversity Offsetting Scheme then the Owner shall either:

3.1 submit for the Council's written approval evidence that the further Reserved Matters Application(s) do(es) not affect the outcome of the Phased BIA and (if applicable) Biodiversity Offsetting Scheme already approved for the Phase; or

3.2 submit for the Council's written approval an updated Phased BIA and updated Over-arching BIA and (if applicable) Biodiversity Offsetting Scheme

and the Owner shall not Commence Development pursuant to any Reserved Matters Approval(s) granted pursuant to such further Reserved Matters Application(s) to which

this paragraph 3 applies until the Council has provided its written approval under paragraph 3.1 or 3.2 (as the case may be).

4. If a Biodiversity Offsetting Scheme is required for a particular Phase of the Development, then in relation to each such scheme to:

4.1 provide the Council with no less than ten (10) Working Days' notice in writing of the implementation of the approved Biodiversity Offsetting Scheme; and

4.2 to implement the approved Biodiversity Offsetting Scheme in accordance with the time limits set out therein (unless otherwise agreed in writing by the Council); and

4.3 not to carry out any changes to the approved Biodiversity Offsetting Scheme without the prior written consent of the Council

PROVIDED ALWAYS THAT [Instructions required on a case by case basis: no building forming part of the relevant Phase of the Development/ no more than X Dwellings forming part of the relevant Phase of the Development] shall be Occupied until the relevant Biodiversity Offsetting Scheme has been implemented

5. If paragraph 2.2 above applies, not to Commence the relevant Phase of the Development until the Offsetting Contribution has been paid to the Council

6. Not to Occupy [Instructions required on a case by case basis: any building forming part of the relevant Phase of the Development/ any more than X Dwellings within the relevant Phase of the Development] until it has paid the relevant Biodiversity Monitoring Contribution to the Council and to pay the relevant Biodiversity Monitoring Contribution to the Council prior to the Occupation of [any building forming part of the relevant Phase of the Development/ any more than X Dwellings within the relevant Phase of the Development]

Part II – Biodiversity Monitoring Contribution

7. The Owner covenants with the Council, in respect of the first Phase of the Development, to pay the Biodiversity Monitoring Contribution for that Phase to the Council prior to the Occupation of any building within that Phase and not to Occupy any building in the first

Phase of the Development until it has paid the Biodiversity Monitoring Contribution for that Phase to the Council

8. The Owner covenants with the Council in respect of each subsequent Phase (excluding any sub-phases) to pay the relevant Biodiversity Monitoring Contribution for that Phase to the Council within 1 month of the date of submission of a Phased BIA or updated Phased BIA pursuant to either Paragraph 1.2 or 3.2 of this Schedule (as the case may be) and not to Commence any subsequent Phase(s) until it has paid the relevant Biodiversity Monitoring Contribution for the preceding Phase(s) to the Council

Part III

The Council's Obligations

1. The Council agrees to use the Biodiversity Monitoring Contribution for the purposes of:
 - 1.1 measuring and reporting the biodiversity impact of the Development as a whole or the relevant Phase as applicable to ensure the Development does result in a Biodiversity Net Gain as determined by the Biodiversity Metric; and
 - 1.2 in relation to any Biodiversity Offsetting Scheme submitted pursuant to this Schedule, advising on any offsetting requirements and mechanisms to compensate for any Biodiversity Loss in collaboration with the Owner; andsuch monitoring will form part of the discharge of the Biodiversity Offsetting Scheme and [if an Offsetting Contribution is to be paid:]
2. The Council shall use the Offsetting Contribution to enhance and secure long term management of biodiversity within the Council's administrative area