



STNP / MASTERPLAN WORKING GROUP

To be held in the Council Chamber, Town Council Offices,
 Bradbourne Vale Road, TN13 3QG
Monday 10th February 2025 at 6:00pm

(Open to members of the public)

Agenda

Working Group Members

Quorum minimum of 3 elected members:

Cllr Libby Ancrum – Mayor	Cllr David Skinner OBE
Cllr Tony Clayton	Cllr Claire Shea
Cllr Lise Michaelides	Cllr Nigel Wightman
+ interested external stakeholders	

1. Apologies for absence

2. Minutes (Pages 3-5)

To receive and agree the Minutes of the previous STNP Monitoring and Implementation Group meeting, held on 27th August 2024.

3. Monitoring (Pages 7-9)

a) To receive and note an updated monitoring report, on how the STNP policies have been measured against planning applications within Sevenoaks Town, since the last report. **(Circulated as a separate document due to its volume)**

b) To receive and note a list of trends/observations from the above report, as well as changes since the last report. **(Attached)**

c) To discuss any other observations or trends noticed by members for bringing to attention of the Working Group, Sevenoaks Town Council Planning & Environment Committee, or Sevenoaks District Council.

4. Sevenoaks Quarry Section 106 Agreement and Tarmac Obligations (Pages 11-19)

a) To receive a summary report of developer obligations agreed to via the Section 106 agreement between Tarmac, Sevenoaks District Council and Kent County Council. (To follow)

b) To note that the full agreement can be found via the District Council’s Planning Portal via the following link:

<https://pa.sevenoaks.gov.uk/online-applications/applicationDetails.do?activeTab=documents&keyVal=R7THZFBK0LQ00>

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 Sevenoaks Kent TN13 3QG

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c) To note that headline provisions and any corresponding action for Sevenoaks Town Council to consider will be reviewed by the STNP / Masterplan Working Group under the following timetable. Each headline will be considered during a dedicated meeting, with recommendations on any arising matters to be made to the Planning & Environment Committee. Consideration of each item has been timetabled in order to coincide with the order of their delivery:

Date	Section 106 Reference	Earliest trigger for provisions under this schedule
10.02.2025	Schedule 4 – Open Space and Community Uses	Restoration of the Oast House to be completed prior to occupation of 150th Residential Property*
07.04.2025	Schedule 2 – Affordable Housing	Affordable Housing Scheme to be agreed prior to development commencing on each Phase
02.06.2025	Schedule 5 – Bus Service Contribution and Bus Stops Schedule	Bus Stops Scheme to be approved prior to commencement of any development
TBC	Schedule 6 – Highway Works and PROW Contribution	Bat and Ball Road pedestrian and cycle Section 278 to be entered prior to commencement of any development
TBC	Schedule 7 – Residential Travel Plan, Car Club and Mobility Hub	Residential Travel Plan to be delivered no less than 3 months prior to first occupation of any Residential Development
TBC	Schedule 3 – Primary School Site	Plans to be prepared following commencement of development of the 350th Residential Property

*Review of Schedule 4 has been brought forwards due to its higher relevance to Sevenoaks Town Council operations, as well as the process of Tarmac’s intended restoration of the Oast House having been already initiated via [planning application](#).

d) To consider potential actions for recommendation to Sevenoaks Town Council, under Schedule 4 of the Section 106 agreement (Attached)

5. Town Centre and St Johns Area Masterplan update

To receive notice that consultation on the draft Masterplan reports is now expected to take place during March 2025, with the below timetable of events:

Timeline	Activity
February 2025	Draft consultation material to be received and circulated to Councillors – including posters, information boards and questionnaire
First week of March 2025	Launch of public consultation, with information boards at key locations
17th March 2025	Information stand at the Annual Town Public Meeting
End of March 2025	Close of consultation

6. Current Matters (Page 20)

To receive and note an updated Current Matters report, summarising active projects of the STNP / Masterplan Working Group.

7. Dates for future meetings

To note the following next meeting dates:

7th April 2025 – 6pm	2nd June 2025 – 6pm
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Minutes of the Sevenoaks Town Neighbourhood Plan / Masterplan Working Group meeting held at the Council Chambers on 27th August 2024, 6:00pm.

In attendance – Quorum minimum of 3 elected members

Sevenoaks Town Council – Elected member	Cllr Nigel Wightman
Sevenoaks Town Council – Elected member	Cllr Lise Michaelides
Sevenoaks Town Council – Chair & Elected member, arrived 6:13pm	Cllr Tony Clayton
Sevenoaks Town Council	Cllr Dr Marilyn Canet
Sevenoaks Town Council – Responsible Finance Officer / Deputy Town Clerk	Georgina Jackson
Sevenoaks Town Council – Planning Committee Clerk	Georgie Elliston
Sevenoaks District Council – Leader	Cllr Roderick Hogarth
Sevenoaks Society	Charles George

Prior to the commencement of the meeting and in the absence of the Chair or Vice Chair, Cllr Nigel Wightman as Leader of the Town Council was nominated to Chair the meeting.

140 Apologies for absence

Cllr David Skinner (Vice Chair, Sevenoaks Town Council), **Liz Dolding** (Warners Solicitors), **Cllr Elizabeth Purves** (Sevenoaks District Council)

141 Minutes

The Minutes of the previous STNP Monitoring and Implementation Group meeting held on 1st July 2024 were received and agreed, with note that Cllr Hogarth’s position at the District Council had been corrected from “Leader & Public Realm Commissioner” to “Leader”.

142 Theme Seven – Work Stream

a) It was noted that review of actions under Theme Six of the STNP would be deferred until completion of the second Sevenoaks Town Sports Strategy which is currently being progressed by a dedicated Working Group.

b) The STNP / Masterplan Working Group received and noted a list of projects identified in the STNP under Theme Seven: Development and Housing. It was noted that the recently proposed revisions to the National Planning Policy Framework, as well as the impact of this on the emerging draft Local Plan required clarity before prioritisation of actions under Theme Seven could be considered.

c) Cllr Hogarth, in his capacity of Leader of the District Council, advised that:

- The implications for the Local Plan are not yet clear, however the reintroduction and increase of mandatory housing numbers could provide more flexibility on identifying potential housing sites, and may change proposed densities.
- The District Council’s view is that, rather than a blanket average density requirement for all sites dependent on size, locations which could accommodate higher densities without harm to their character should be targeted for higher densities in order to help “average out” locations whose character would be negatively impacted by high average densities.
- The District Council disagrees with the revised NPPF’s removal of character protections where it would be impacted by higher densities. This sentiment was shared by other attendees, with members also raising concern that the

Residential Character Area Assessments could lose its material weight following this loss.

- Cllr Hogarth could invite one of SDC’s Planning Officers to attend a future STNP / Masterplan meeting, when more is known about the upcoming changes to the national and local planning system.

d) On request from Cllr Hogarth, the Planning Committee Clerk confirmed that the Town Council’s official response to the NPPF consultation would be discussed and published via Planning & Environment Committee papers, and it was **agreed** to forward copy of the comments once agreed. On request from Cllr Hogarth of STC’s thoughts on infrastructure, it was **agreed** that STC should make particular consideration on this point in order to be able to inform and support the District Council’s own response.

143 **Monitoring**

a) The updated monitoring report, which records how the STNP has been being applied to planning applications since the last preliminary report, was received and noted.

b) The Planning Committee Clerk summarised the main trends that she had observed from the update, which included a perceived increase in application of Policy L1 (Biodiversity Net Gain, as well as ecological enhancements where the 10% requirement was exempt) and Policy L2 (Sustainable Urban Drainage). Cllr Clayton also noted that Policy L4 (replacement of trees) appeared to have increased in use, all of which were gladly received.

144 **Royal Town Planning Institute Award Results**

The Working Group received notice that the STNP had come second place in the Royal Town Planning Institute’s South-East Awards for Planning Excellence, under the category of Best Plan.

145 **Update on Masterplans including parking and beat survey**

a) The Working Group noted that the second Stakeholder events for the Town Centre and St John’s Area Masterplans had been scheduled for the following dates:

- **Town Centre Stakeholder Engagement session: Monday 4th November 2024, 3pm-5:30pm at The Stag Theatre Footlights Bar**
- **St Johns Area Stakeholder Engagement session: Thursday 14th November 2024, 4pm-7:30pm in the Chamber at the Town Council Offices**

b) The following updated delivery timetable for the Masterplans was received, with note that it had been delayed in order to accommodate a parking and beat survey to be undertaken in St John’s Area which would inform recommendations in the Masterplan:

Activity	Date
First Stakeholder Workshops	April 2024
St John’s Car Parking Survey	Second week September 2024
Second Stakeholder Workshops on initial ideas	Early November 2024
Preparation of draft Masterplans	November 2024
Public consultation	November 2024
Preparation of final Masterplans	December 2024

c) The Planning Committee Clerk clarified that the parking and beat surveys had been commissioned in order to investigate potential improvements to the parking provision at

St John's, which the Town Council frequently receives complaints about. The timing coincided favourably with the preparation of the Masterplans and would inform the spatial vision for the future of the area.

146 Current and Completed Matters

The first Current and Completed Matters reports were noted. The Planning Committee Clerk clarified that the purpose of these was to track actions and progress on key projects of the STNP / Masterplan Working Group.

147 Dates of future meetings

The following future meeting dates were noted, with note that the previously publicised date of 21st October 2024 had been amended to 7th October 2024.

7 th October 2024 – 6pm	16 th December 2024 – 6pm	10 th February 2025 – 6pm
7 th April 2025 – 6pm	2 nd June 2025 – 6pm	

Meeting concluded at 6:25pm.

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Agenda Item 3b

Notable trends and observations arising from the STNP Monitoring Report to the 10th February 2025 STNP / Masterplan Working Group:

- One of the conditions on the grant of permission for 24/01565/FUL (Farthings, 48 Woodside Road for demolition of existing house and construction of new house) specified that the required hard and soft landscaping should include permeable driveway materials. Policies L1 and L4 supported this condition, as it also included planting plans, boundary treatments etc, however it could have been strengthened by Policy L2 as well (surface water mitigation). Use of Policy L2 in Officer Reports and Decision Notices does appear to have increased however.
- A number of recent self-build applications has brought to attention that this is one of the types of development exempt from the national requirements for Biodiversity Net Gain delivery. For information of the Working Group, STC has requested that this exemption, as well as the Householder exemption, be removed via its recent response to the revised NPPF government consultation. SDC Planning Officers continue to consider L1 inapplicable to any application not covered by national requirements for 10% BNG. *A couple of recent exceptions to this have been observed, however, whereby the Planning Officer has upheld Policy L1 despite the applicant claiming their proposals to be exempt due to having submitted prior to the national deadline but after adoption of the STNP. (See final bullet point for example).*
- RE 24/01851/CONVAR and BNG: The “parent” application of this proposed variation of conditions proposes 3 detached residential dwellings to replace the existing detached two storey building. Policy L1 (Biodiversity net gain) was applied, however the applicant has since applied for its removal via this variation of conditions application, due to their having since progressed the scheme as self-build. The Case Officer notes that, while they have successfully applied for self-build CIL exemptions for **2 of the 3 plots**, Plot 1 does not have a CIL self-build exemption and therefore does not have the required evidence to satisfy the BNG self-build exemption. The Case Officer has granted the CONVAR however, due to the development of Plot 1 having commenced. **They state that as a baseline cannot be calculated, and because BNG cannot be applied retrospectively, the plot is therefore fully exempt.** This is surprising, as the government [website](#) states that “**there are special provisions for establishing the pre-development biodiversity value of onsite habitat when loss of impact to habitats (or ‘degradation’) has occurred prior to the submission of a Biodiversity Gain Plan.** This is in order to discourage the deliberate degradation of existing onsite habitats to reduce the predevelopment biodiversity value.”
- Although the Decision Notice for 21/01254/FUL – Sevenoaks Gasholder Station, Cramptons Road, won’t be published until a Section 106 agreement has been signed between the developer and SDC, it would be remiss not to mention it at this point. This application, which proposes 136 dwellings and includes a ten storey rotunda, 10 three storey townhouses and two four storey block apartments. The draft STNP which included suggested density proposed a maximum of 98 homes on the site, although these were removed at recommendation of Statutory Consultee Historic England, who considered that the housing numbers could not be included without formally allocating the site. Had these been retained, the STNP could have been rejected by the Independent Examiner for going against Statutory

Consultee advice and not providing enough evidence to support the proposed housing number. Delaying the STNP to produce this work would have risked other supporting evidence bases to become out of date. This, mixed with the heavy planning weight of the tilted balance from an out-of-date Local Plan, meant that local policy was not considered strong enough by Planning Officers to support a Refusal at Appeal. The District Council's Development Management Committee therefore approved the application on 7th November 2024, against STC recommendation and despite the STNP stating "planning applications on [Sevenoaks Gasholder Station] should demonstrate that they will deliver the relevant benefits [...] a scale and massing that responds to the context (i.e. two storey buildings on Cramptons Road but with potential for four storeys on Otford Road)". This is a very disappointing outcome, both for residents but also as a potential precedent for the STNP. Review of the STNP is due every 5 years (being May 2028), although STC will look to update it earlier if the emerging Local Plan 2040 is adopted before then. Addition of design quantum to Policy D1, including recommended/acceptable population numbers, housing densities and storey heights, as well as site appraisals and evidence base is proposed under action 7.3 of the Monitoring & Implementation Plan, as agreed by the STNP / Masterplan Working Group on 27th August 2024.

- Policy L4 states that "proposals to remove trees and hedgerows must be justified and any trees or hedgerows lost through development should be replaced within, or in close proximity to the development site". Despite this, the Tree Officer for 24/02395/HOUSE – which proposes the removal of a multi-stemmed Japanese Maple and potential impact to a semi-mature Liquidambar at White Friars Lodge, Oak Lane considered that, as "*the trees to be removed are not protected and are of limited amenity value. [...], their removal is considered acceptable. **These trees could be removed without permission and as such it is not considered reasonable and necessary to ensure the trees are replaced via condition.** However, the hedging to along the boundary with Greensands is significant and does add amenity value. As such it is considered important to protect the remaining vegetation during the construction works*". The Tree Officer stated that the trees are of "limited amenity value" due to not being visible from the front of the property.
- 24/02890/CONVAR (53 Bradbourne Vale Road), which proposed to discharge a condition requiring the new development to provide 10% Biodiversity Net Gain, as well as a Biodiversity Management Plan, was **Refused by SDC solely on the grounds that it is contrary to Policy L1**. The applicant contested the condition, as the origin planning application was submitted before small developments were required under national requirement to deliver 10% BNG. The Planning Policy team objected to the application, stating "*As this proposal was submitted prior to 02 April 2024, the statutory requirement to provide a 10% BNG was not applicable. However, at that point planning policy contained within the Sevenoaks Town Neighbourhood Plan 2020-2038 ('made' 23 May 2023), set out that proposals should 'whenever possible deliver a 10% net gain in biodiversity ...' (Policy L1). Guidance on the application of existing local policies within the Planning Practice Guidance on BNG (Paragraph: 020 Reference ID: 74- 020-20240214) sets out that: it would be inappropriate to give weight to aspects of local policy which are inconsistent with the statutory framework; **that a local policy should no longer apply when determining applications for planning permission subject to BNG but that it may continue to be a material consideration during the transition period.** It also refers to not giving weight to policies which requires biodiversity gains for types of development that would be exempt under the statutory framework. **In light***

of the above guidance, it is noted that this application was considered during the transition period and relates to a type of development that is not exempt from the statutory framework. The officer report notes that the condition was applied in order to comply with local policy requirements and the applicant also acknowledged that they would accept such a condition in accordance with the local policy (para 6.29 of the Design and Access Statement). Moreover, the applicant's consent was sought and agreed prior to attaching the condition. Accordingly, the reason put forward for its removal is not considered justified."

This is a very positive use of Policy L1, whereby its intended use has been supported by the Case Officer.

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SCHEDULE 4
OPEN SPACE AND COMMUNITY USES

PART 1 – MANAGEMENT COMPANY

1. Where any Open Space Areas and/or Greatness Lake Park are to be transferred to the Management Company, the Owners will:
 - 1.1 prior to the first Occupation of any Residential Property in the first Phase containing an Open Space Area and/or Greatness Lake Park submit for written approval by the Council details of that Management Company which shall include:
 - 1.1.1 details of the proposed constitution of the Management Company,
 - 1.1.2 A proposed quantum for the Default Bond;
 - 1.1.3 (in the case of a residents' management company) proposed banking arrangements for the Management Company,
 - 1.1.4 details of how the Management Company will be properly funded and able to undertake its management and maintenance obligations,
 - 1.1.5 details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Open Space Areas and/or Greatness Lake Park managed and maintained by the Management Company;
- as may be amended from time to time as approved in writing by the Council;
- 1.2 upon approval of the Management Company details set out in paragraph 1.1 of this Part 1 of Schedule 4 and prior to the first Occupation of any Residential Property in the first Phase containing an Open Space Area and/or Greatness Lake Park, establish or appoint the Management Company in accordance with the approved details
- 1.3 upon completion of the first transfer of an Open Space Area and/or Greatness Lake Park to the Management Company to pay the Management Company Monitoring Payment to the Council AND FOR THE AVOIDANCE OF DOUBT the Management Company Monitoring Payment shall be paid once only on the first transfer of each area or facility.
2. The Owners will procure that any Open Space Area and/or Greatness Lake Park transferred to the Management Company is managed and maintained in accordance with the approved details set out in Part 2 of Schedule 4.
3. The Owners and the Council agree that each Default Bond shall be retained by the Council for a period expiring 15 (fifteen) years from the date the relevant Default Bond was executed.

4. In the event that the Management Company fails to maintain any Open Space Area and/or Greatness Lake Park that is transferred to it in accordance with the approved details set out in paragraph 1.1 of this Part 1 of Schedule 4 or the Management Company becomes insolvent or otherwise ceases to exist where a replacement Management Company is not immediately put in place, the Council may enter on to the Land and the relevant Open Space Area and/or Greatness Lake Park together with relevant personnel and equipment to ensure the performance of the Management Company management and maintenance obligations and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area or facility (that has been transferred to the Management Company) and the Council shall be entitled to full reimbursement by the Management Company of its reasonable and proper costs and expenses incurred in performing the said obligations subject to the Council providing the Management Company with written evidence of the costs and expenses so incurred. In the event the Management Company does not have adequate funds to cover these works in default, the Council shall be entitled to call upon the Default Bond to recover such costs and expenses. The Council shall not be entitled to take action under this paragraph nor recover reimbursement unless the Council before taking action has given written notice to the Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and shall afford the Management Company the opportunity to remedy the breach in accordance with the steps and time period in the written notice.
5. Where any Open Space Areas and/or Greatness Lake Park are to be transferred to the Management Company the Owners covenant to:
 - 5.1 include in each transfer or lease of a Residential Property (excluding any Affordable Housing Properties) an obligation to contribute an annual amount to the Management Company which together with fair contributions from other purchasers or lessees of the Residential Property shall be sufficient to enable the Management Company to discharge its obligations under this Agreement in relation to the Open Space Areas and/or Greatness Lake Park; and
 - 5.2 procure that the buyer or lessee of each Residential Property upon any subsequent sale or letting of such Residential Property will procure that the incoming buyer or lessee shall enter into direct covenants with the Management Company in the form of paragraphs 5.1 and 5.2 of this Part 1 of Schedule 4.

PART 2 – COMMUNITY FACILITIES

Open Space

1. The Owners shall ensure that each Reserved Matters Application shall identify any Open Space Areas to be provided within the area of the Land covered by that Reserved Matters Application.

2. The Owners covenant not to Commence Development of any Phase of the Development until the Open Space Management Scheme for that Phase has been submitted to and approved by the Council.
3. Thereafter the Owners covenant to implement the approved Open Space Management Scheme for the relevant Phase in accordance with the programme set out therein so as to ensure that all Open Space Areas within the Phase are Complete prior to the Occupation of no more than 75% (seventy percent) of the Residential Properties in the Phase.
4. Within 20 Working Days of Completion of the Open Space Areas within the relevant Phase, the Owners will transfer the unencumbered freehold or grant a Long Leasehold of the relevant Open Space Areas to the Management Company or Approved Body in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company or Approved Body such freehold or leasehold transfer to be with full title guarantee, vacant possession on completion and free of defects and unrestricted rights of access for the general public at all times and in the event of a transfer to the Management Company to deposit with the Council the duly executed and dated Default Bond for the relevant Open Space Areas on completion of that transfer.
5. The Owners will continue to maintain any Open Space Areas within the relevant Phase to their original completed standard and to the reasonable satisfaction of the Council until the date of completion of the transfer referred to in paragraph 4 above.

Greatness Lake Park

6. The Owners covenant not to Commence Development of the Phase of the Development containing the Greatness Lake Park until the Greatness Lake Park Management Scheme has been submitted to and approved by the Council.
7. Thereafter the Owners covenant to implement the approved Greatness Lake Park Management Scheme for the relevant Phase in accordance with the programme set out therein so as to ensure that the Greatness Lake Park is Complete prior to the Occupation of no more than 650 of the Residential Properties.
8. Within 20 Working Days of Completion of the Greatness Lake Park, the Owners will transfer the unencumbered freehold or grant a long leasehold of the Greatness Lake Park to the Management Company or Approved Body in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company or Approved Body such freehold or leasehold transfer to be with full title guarantee, vacant possession on completion and free of defects and unrestricted rights of access for the general public at all times and in the event of a transfer to the Management Company to deposit with the Council the duly executed and dated Default Bond for the Greatness Lake Park on completion of that transfer.

9. The Owners shall not cause or permit the Occupation of more than 650 Residential Properties until the transfer referred to in paragraph 8 above for the Greatness Lake Park to the Management Company or Approved Body (as appropriate) has been completed..
10. The Owners will continue to maintain the Greatness Lake Park to its original completed standard and to the reasonable satisfaction of the Council until the date of completion of the transfer referred to in paragraph 8 above.

Barn

11. The Owners covenant with the Council as follows:
 - 11.1 That prior to the Occupation of no more 100 Residential Properties to submit the Marketing Strategy for the Barn and Barn Management Scheme to the Council for approval in writing.
 - 11.2 The Owners shall be permitted to seek to amend the approved Barn Management Scheme PROVIDED ALWAYS that further amendments shall be submitted to the Council in writing for approval and IT BEING AGREED THAT the Council shall not be obliged to accede to any such request provided such action would not be unreasonable.
 - 11.3 That upon approval of the Marketing Strategy for the Barn to market the Barn in accordance with that Marketing Strategy for the Marketing Period.
 - 11.4 To procure the Completion of the Barn in accordance with the Planning Permission and any Reserved Matters Approval prior to the Occupation of no more 250 Residential Properties and thereafter to implement the approved Barn Management Scheme in accordance with the programme set out therein.
 - 11.5 The Owners and the Council acknowledge and agree that if on the expiry of the Marketing Period the Owners have not entered into the Transfer for the Barn with the Barn Operator the Owners will submit for approval in writing by the Council an alternative marketing scheme (the 'Alternative Marketing Strategy') for delivery of the Barn which may include an Alternative Operator for the Barn and/or an alternative Barn Management Scheme.
 - 11.6 The Owners covenant with the Council that upon approval of the Alternative Marketing Strategy to market the Barn in accordance with the Alternative Marketing Strategy for the Further Marketing Period

- 11.7 The Owners and the Council acknowledge and agree that if on the expiry of the Further Marketing Period the Owners have not entered into the Transfer for the Barn with the Barn Operator or an Alternative Operator the Owners shall:
- 11.7.1 write to the Council to inform them that they propose to pay to the Council the Alternative Barn Community Contribution, specifying a proposed quantum (with accompanying details to support the assessment of quantum) for the Alternative Barn Community Contribution;
 - 11.7.2 provide the Council with details to confirm that the Barn has been Completed in accordance with the Planning Permission and any Reserved Matters Approval;
 - 11.7.3 the Council shall confirm in writing whether they agree with the Owner's assessment of the quantum of the Alternative Barn Community Contribution or propose an alternative quantum for the Alternative Barn Community Contribution, such response not to be unreasonably withheld or delayed. Following the written agreement of the Council and in respect of the quantum of the Alternative Barn Community Contribution the Owners shall pay the Alternative Barn Community Contribution, and
 - 11.7.4 on written confirmation from the Council that the Alternative Barn Community Contribution has been received the Owners may dispose of the Barn free from the restrictions and obligations contained in this Schedule,

PROVIDED ALWAYS THAT the Owners shall not Occupy more than 500 Residential Properties until either the Owners have entered into the Transfer for the Barn with the Barn Operator or the Alternative Operator or details have been provided to the Council to confirm the Barn has been Completed and the Alternative Barn Community Contribution has been paid to the Council.

- 11.8 The Owners covenant with the Council to maintain the Barn to its original completed standard to the reasonable satisfaction of the Council and in accordance with the Barn Management Scheme until the date of completion of the Transfer for the Barn or payment of the Alternative Barn Community Contribution referred to in paragraph 1.7 above.
- 11.9 The Owners covenant with the Council that where there has been a Transfer of the Barn to the Barn Operator or Alternative Operator and the Owners have carried out the works to the Barn prior to completion of that Transfer, the Owners will procure that the Barn Operator or Alternative Operator (as appropriate) has the benefit of a Defects Liability Period for the Barn. If the Transfer of the Barn to the Barn Operator or Alternative Operator is completed before any works to the Barn are carried out (or if otherwise, it is the Barn Operator or Alternative Operator that procures the carrying out of works to the Barn), the Owners will procure that the relevant party undertaking the works has an obligation to procure the Completion of the Barn in accordance with this Schedule and enters into a building contract with a Defects Liability Period.

Oast House

12. The Owners covenant with the Council as follows:
 - 12.1 That prior to Commencement of Development of the Phase containing the Oast House to submit the Marketing Strategy for the Oast House and Oast House Management Scheme to the Council for approval in writing.
 - 12.2 The Owners shall be permitted to seek to amend the approved Oast House Management Scheme PROVIDED ALWAYS that further amendments shall be submitted to the Council in writing for approval and IT BEING AGREED THAT the Council shall not be obliged to accede to any such request provided such action would not be unreasonable.
 - 12.3 That upon approval of the Marketing Strategy for the Oast House to market the Oast House in accordance with that Marketing Strategy for the Marketing Period.
 - 12.4 To procure the Completion of the Oast House in accordance with the Planning Permission and any Reserved Matters Approval prior to the Occupation of no more 150 Residential Properties and thereafter to implement the approved Oast House Management Scheme in accordance with the programme set out therein.
 - 12.5 The Owners and the Council acknowledge and agree that if on the expiry of the Marketing Period the Owners have not entered into the Transfer for the Oast House with the Oast House Operator the Owners will submit for approval in writing by the Council an alternative marketing scheme (the 'Alternative Marketing Strategy') for delivery of the Oast House which may include an Alternative Operator for the Oast House and/or an alternative Oast House Management Scheme.
 - 12.6 The Owners covenant with the Council that upon approval of the Alternative Marketing Strategy to market the Oast House in accordance with the Alternative Marketing Strategy for the Further Marketing Period.
 - 12.7 The Owners and the Council acknowledge and agree that if on the expiry of the Further Marketing Period the Owners have not entered into the Transfer for the Oast House with the Oast House Operator or an Alternative Oast House Operator the Owners shall:
 - 12.7.1 write to the Council to inform them that they propose to pay to the Council the Alternative Oast House Community Contribution, specifying a proposed quantum (with accompanying details to support the assessment of quantum) for the Alternative Oast House Community Contribution;
 - 12.7.2 provide the Council with details to confirm that the Oast House has been Completed in accordance with the Planning Permission and any Reserved Matters Approval;

- 12.7.3 the Council shall confirm in writing whether they agree with the Owner's assessment of the quantum of the Oast House Community Contribution or propose an alternative quantum for the Alternative Oast House Community Contribution, such response not to be unreasonably withheld or delayed. Following the written agreement of the Council and the Owners in respect of the quantum of the Alternative Oast House Community Contribution the Owners shall pay the Alternative Oast House Community Contribution; and
- 12.7.4 on written confirmation from the Council that the Alternative Oast House Community Contribution has been received the Owners may dispose of the Oast House free from the restrictions and obligations contained in this Schedule,

PROVIDED ALWAYS THAT the Owners shall not Occupy more than 500 Residential Properties until either the Owners have entered into the Transfer for the Oast House with the Oast House or Alternative Operator or details have been provided to the Council to confirm the Oast House has been Completed and the Alternative Oast House Community Contribution has been paid to the Council.

- 12.8 The Owners covenant with the Council to maintain the Oast House to its original completed standard to the reasonable satisfaction of the Council and in accordance with the Oast House Management Scheme until the date of completion of the Transfer for the Oast House or payment of the Alternative Oast House Community Contribution referred to in paragraph 12.7 above.
- 12.9 The Owners covenant with the Council that where there has been a Transfer of the Oast House to the Oast House Operator or Alternative Operator and the Owners have carried out the works to the Oast House prior to completion of that Transfer, the Owners will procure that the Oast House Operator or Alternative Operator (as appropriate) has the benefit of a Defects Liability Period for the Oast House. If the Transfer of the Oast House to the Oast House Operator or Alternative Operator is completed before any works to the Oast House are carried out (or if otherwise, it is the Barn Operator or Alternative Operator that procures the carrying out of works to the Oast House), the Owners will procure that the relevant party undertaking the works has an obligation to procure the Completion of the Barn in accordance with this Schedule and enters into a building contract with a Defects Liability Period.

Water Sports Centre

13. The Owners covenant with the Council as follows:
- 13.1 That prior to Commencement of Development of the Phase containing the Water Sports Centre to submit the Water Sports Centre Marketing Strategy for the Water Sports Centre and Water Sports Centre Management Scheme to the Council for approval in writing.
- 13.2 The Owners shall be permitted to seek to amend the approved Water Sports Centre Management Scheme PROVIDED ALWAYS that further amendments shall be submitted to the Council in writing

for approval and IT BEING AGREED THAT the Council shall not be obliged to accede to any such request provided such action would not be unreasonable.

- 13.3 That upon approval of the Water Sports Centre Marketing Strategy for the Water Sports Centre to market the Water Sports Centre in accordance with that Water Sports Centre Marketing Strategy for the Marketing Period
- 13.4 To procure the Completion of the Water Sports Centre in accordance with the Planning Permission and any Reserved Matters Approval prior to the Occupation of no more than 500 of the Residential Properties and thereafter to implement the approved Water Sports Centre Management Scheme in accordance with the programme set out therein.
- 13.5 The Owners and the Council acknowledge and agree that if on the expiry of the Marketing Period the Owners have not entered into the Transfer for the Water Sports Centre with the Water Sports Centre Operator the Owners will submit for approval in writing by the Council an alternative marketing scheme for delivery of the Water Sports Centre which may include an Alternative Water Sports Centre Operator for the Water Sports Centre and/or an alternative Water Sports Centre Management Scheme.
- 13.6 The Owners shall not cause or permit the Occupation of more than 650 of the Residential Properties until the Owners have entered into the Transfer for the Water Sports Centre with the Water Sports Centre Operator or Alternative Water Sports Centre Operator.
- 13.7 The Owners covenant with the Council to maintain the Water Sports Centre to its original completed standard and to the reasonable satisfaction of the Council until the date of completion of the transfer referred to in paragraph 13.6 above.
- 13.8 The Owners covenant with the Council that where there has been a Transfer of the Water Sports Centre to the Water Sports Centre Operator or Alternative Operator and the Owners have carried out the works to the Water Sports Centre prior to completion of that Transfer, the Owners will procure that the Water Sports Centre Operator or Alternative Operator (as appropriate) has the benefit of a Defects Liability Period for the Water Sports Centre. If the Transfer of the Water Sports Centre to the Water Sports Centre Operator or Alternative Operator is completed before any works to the Water Sports Centre are carried out (or if otherwise, it is the Water Sports Centre Operator or Alternative Operator that procures the carrying out of works to the Water Sports Centre), the Owners will procure that the relevant party undertaking the works has an obligation to procure the Completion of the Water Sports Centre in accordance with this Schedule and enters into a building contract with a Defects Liability Period.

PART 3– FINANCIAL CONTRIBUTION

Community Development Officer Contribution

- 1.1 To pay the Community Development Officer Contribution to the Council in the following prior to the Occupation of no more 150 Residential Properties.
- 1.2 Not to occupy more than 150 Residential Properties until the Community Development Officer Contribution has been paid pursuant to paragraph 1.1 above.

Current Matters – of Sevenoaks Town Council’s STNP / Masterplan Working Group as of 04-02-2025. Updates since the last report are in orange.

Minute Number and Date	Action	Update/Status
	To monitor application of the STNP.	Ongoing.
<p>Theme One 4th December 2023</p> <p>Theme Two 22nd January 2024</p> <p>Theme Three 18th March 2024</p> <p>Theme Four 7th May 2024</p> <p>Theme Five 3rd July 2024</p>	To review actions identified within the STNP or by STC throughout the STNP process. To set priority status to actions where considered appropriate.	Themes Six and Seven due to be reviewed on 27 th August 2024, with note that Theme Six is being actioned by a Sevenoaks Town Sports Strategy Working Group.
	To review actions/recommendations identified within the second Sevenoaks Town Sports Strategy	<p>Pending completion by the Sevenoaks Town Sports Strategy Working Group</p> <p>Sign off of final draft by the STSS Working Group expected 12th February 2025. This will then be presented to the STNP/Masterplan Working Group for review as an updated STNP Appendix, and finally to Planning & Environment for final adoption.</p>
	To review actions/recommendations within the Cultural Vision Review	Pending completion by the Arts & Culture Working Group
	To review actions/recommendations within the Town Centre Masterplan	Pending completion by STC’s consultants, Urban Initiatives Studio and Urban Movement
	To review actions/recommendations within the St Johns Area Masterplan	Pending completion by STC’s consultants, Urban Initiatives Studio and Urban Movement
	To review contents of the Section 106 agreement for Tarmac’s Outline planning permission to develop 800 residential units and 150 special care units at Sevenoaks Quarry.	To commence from 10th February 2025.