

Land at Mitre Way, Old Sarum, Salisbury SP4 6GW

Outline planning application to Wiltshire Council by the Police and Crime Commissioner for Wiltshire and Swindon for a Policing Hub

Draft Heads of Terms for a Planning Obligation by Deed of Agreement under s106 of the Town & Country Planning Act 1990 (the Agreement)

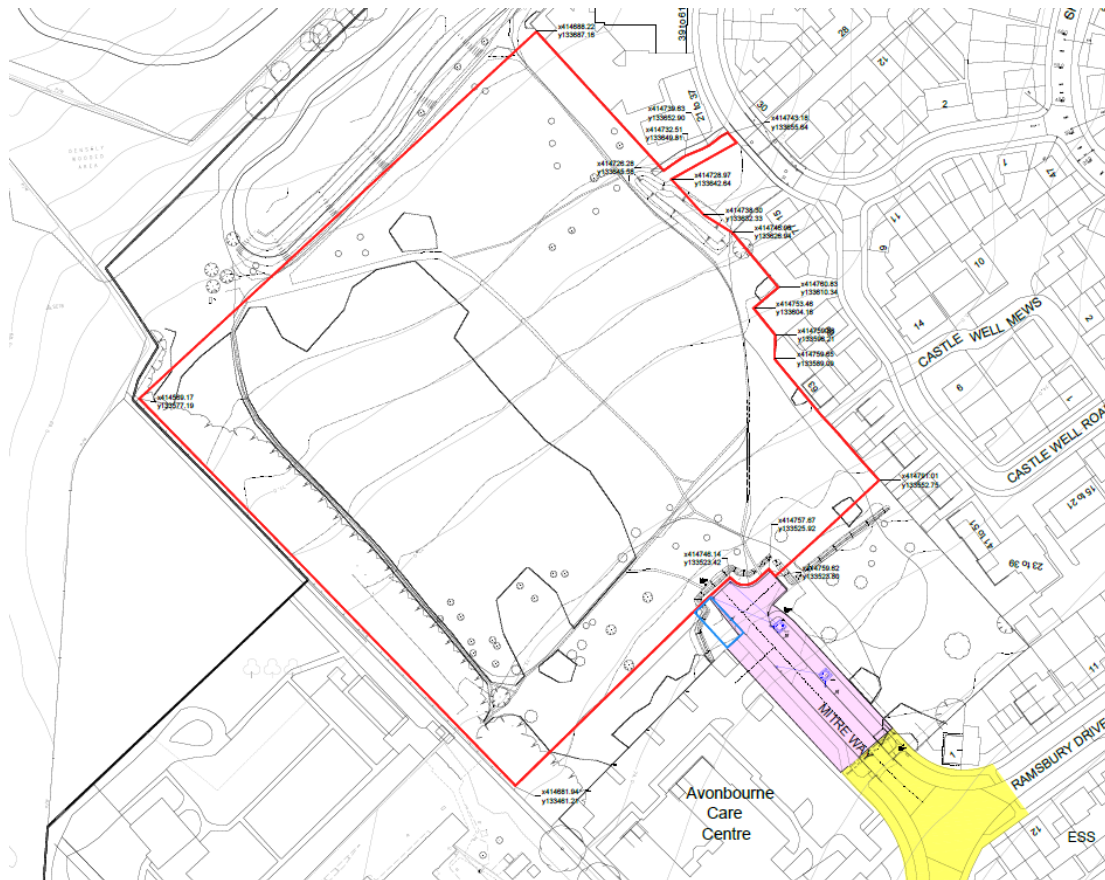
1. Parties to the Agreement:

- i. PCC for Wiltshire (PCC).
- ii. Wiltshire Council (WC).
- iii. Owner of Off-site BNG land (Off-site BNG Landowner). *[Note: to be confirmed.]*
- iv. Persimmon (Owner) which is the present Development Site owner.
- v. Mortgagee (for the purpose of consenting to the Owner entering into the Agreement and acknowledging that the Agreement binds the Development Site).

2. The Development site

The Development site for the PCC's Policing Hub (the Development) comprises land at Mitre Way, Old Sarum, Salisbury SP4 6GW as shown edged in red on attached Transfer Plan ref 145.300-4 dated October 2025 (plan extract shown below) ("Development Site"):





The obligations in the Agreement will be conditional on:

- #### 4. Biodiversity Net Gain (BNG)

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The Off-site BNG Land comprises land as shown edged in red on plan ref *[Note: to be confirmed]* for which the Natural England national Biodiversity Gain Site Registration is *[Note: to be confirmed.]*:

[Note: Plan to be added once the Off-site BNG Land is identified]

The biodiversity units (which is the off-site element of the for the Biodiversity Gain Plan for the Development) are to be established on the Off-site BNG Land and allocated on Natural England's register to the PCC's outline planning permission for the Development Site.

[Note: the number of units to be confirmed in line with the approved Biodiversity Net Gain metric.]

4.1 Obligations on the Off-site BNG Landowner

The Off-site BNG Landowner shall:

- a) Submit for approval by WC a Habitat Management and Monitoring Plan (HMMP) for the Off-site BNG Land detailing how the habitat will be established, managed and monitored.
- b) Implement the Off-site Habitat Creation and Enhancement Works in accordance with the timescales set out in the HMMP.
- c) Manage and monitor the habitat arising from the Off-site Habitat Creation and Enhancement Works as required by the HMMP for the Off-site Habitat Maintenance Period.
- d) Submit monitoring reports to WC over the Off-site Habitat Maintenance Period as may be required by the HMMP.
- e) In the event of any Remediation Notice being served by WC, carry out Remedial Steps in accordance with that Notice.
- f) Allow reasonable access during the Off-site Habitat Maintenance Period (on reasonable notice having first been given by WC) to WC for the purpose of inspecting the Off-site Habitat Creation and Enhancement Works and monitoring the condition of any habitat(s) thereby created and/or enhanced.

4.2 Obligations on the PCC

The PCC shall pay to WC the Biodiversity Monitoring Fee.

BNG Definitions:

Biodiversity Monitoring Fee means the sum of [£.....] to be applied by WC to the monitoring of compliance with the Off-site BNG requirements applicable to the Development.

Habitat Management and Monitoring Plan (HMMP) means a document submitted by the Off-site Landowner in connection with the off-site element of the Biodiversity Gain Plan for the Development and approved by WC.

Off-site Completion Date means the date of completion of the Off-site Habitat Creation and Enhancement Works.

Off-site Habitat Creation and Enhancement Works means the habitat creation and enhancement works to be undertaken on the Off-site BNG Land as set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the HMMP).

Off-site Habitat Maintenance Period means the period of 30 (thirty) years commencing with the Off-site Completion Date.

Remediation Notice means notice served (including by means of email transmission) on the Off-site BNG Landowner by WC at any point up to the end of the Off-site Habitat Maintenance Period setting out Remedial Steps.

Remedial Steps means the steps (including timescales) required by WC in the event of breach of the HMMP.

5. Travel Plan

[Note: The PCC has submitted a draft Framework Travel Plan for the Development to WC with the outline planning application, dated August 2026 as prepared by Ridge.]

5.1 Obligations on the PCC

The PCC shall:

- a) Submit a Full Travel Plan to WC for approval prior to occupation of the Development.
- b) Pay £..... to WC prior to occupation of the Development as a contribution towards the cost of monitoring the full Travel Plan.

6. Public Art Contribution

The PCC shall pay a Public Art Contribution of £..... to WC prior to the commencement of the Development.