



BIODIVERSITY NET GAIN

Ecology Monitoring Contribution for the DELIVERY OF BIODIVERSITY NET GAIN

AGREEMENT UNDER S.111 of LOCAL GOVERNMENT ACT 1972

Please submit a signed copy of this agreement with your planning application or on request from the Council. Failure to do so could delay the determination of your planning application.

Guidance notes for this agreement are available on the Council's website and should be referred to before completing the form below.

To Development Management
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire
BA14 8 JQ

I. Application Details

Date	4 th August 2026
Application reference number: (if known)	PL/2026/01667
Address of property	Center Parcs Picket Post Corsley Warminster BA12 7PU
Description of development	Installation of Treetop Glider, Tower Platform and associated works.
Full Name(s) of applicant(s) (add contact name if applicant is an organisation)	Center Parcs (Operating Company) Limited – Contact: Karina Websell

Correspondence address of applicant	Center Parcs Head Office One Edison Rise New Ollerton Newark Nottinghamshire NG22 9DP
BNG Ecology Monitoring Fee Cost Centre - 30691	£6,200
Section III Legal Fee	£275
Total Fee	£6,475

2. Applicant's agreement

2.1 I hereby acknowledge and agree that:

2.1.1 I will pay the Ecology Monitoring Fee and the section III administration fee towards the delivery of mandatory Biodiversity Net Gain in accordance with [Schedule 7A of the Town and Country Planning Act 1990 \(as inserted by Schedule 14 of the Environment Act 2021\)](#) on receipt of the relevant invoice and prior to determination of the Application.

2.1.2 I have read the [collection of guidance on Biodiversity Net Gain](#). The [Government BNG guidance for local planning authorities](#) states that where a planning obligation secures on-site or off-site gains, the LPA should enforce the agreement and should monitor whether the landowner is meeting their obligations.

2.1.3 This contribution has been made pursuant to Schedule 7A of the Town and Country Planning Act 1990 (as inserted by Schedule 14 of the Environment Act 2021 and Section III of the Local Government Act 1972.

2.1.4 I have been informed of the opportunity to complete a unilateral planning obligation in accordance with Section 106 Town and Country Planning Act 1990 to make the Ecology Monitoring Contribution when development commences, and I have chosen to make the direct payment as an expeditious alternative to relying on such a unilateral planning obligation.

2.2 I understand that:

- 2.2.1 No refund of this Ecology Monitoring Contribution will be made unless the Application does not receive approval (whether or not with conditions) or is withdrawn.
- 2.2.2 In respect of any refund including where the Application is withdrawn, I acknowledge that:
 - 2.2.2.1 The total amount refunded will be the sum of the Ecology Monitoring Contribution payment less the administration fee.
 - 2.2.2.2 No interest will accrue to be refunded.
 - 2.2.2.3 No refund will be made until the period for appeal has passed without an appeal being made or an appeal has been dismissed or six months has elapsed since the date of withdrawal.
 - 2.2.2.4 If an appeal against refusal is made and is allowed by the Planning Inspectorate no refund will be made.
- 2.2.3 Refunds will only be made if a request for a refund is received in writing (sent to cilands106@wiltshire.gov.uk) and made within 12 months of the date of determination of the application (but not before the period set out under 2.2.2.3) or within 12 months of the date of any appeal decision, whichever is the later.
- 2.2.4 If the planning permission is varied by a section 73 application or amended, then the contribution may be used to cover the Ecology Monitoring Contribution due for that application.

3. Wiltshire Council's Agreement

- 3.1 In consideration of the Applicant's agreement, Wiltshire Council will apply the Ecology Monitoring Contribution in accordance with the delivery of mandatory Biodiversity Net Gain.
- 3.2 For the avoidance of doubt, this Agreement does not: (i) constitute advice on the merits of the Application or the viability of the development referred to in the Application, (ii) guarantee that the Application will be successful or that objections or conditions will not be made, or (iii) bind or commit Wiltshire Council in any way in respect of any planning application.

4. General

This legally binding agreement shall be governed by the laws of England and each party submits to the exclusive jurisdiction of the English courts.

Signature of applicant

Signed by:

5A88945D5AC6493

(digital signature is acceptable)

Application reference number PL/2026/01667

Received on behalf of Wiltshire Council

By Teresa Cain, for and on behalf of Perry Holmes, Solicitor to the
Council, Wiltshire Council (authorised officer)

Of Legal Services (name of department)

on 14 September 2026 (date)

This receipt signifies the agreement on behalf of Wiltshire Council to this s.111 Agreement.

A copy signed by both the applicant and on behalf of the Council will be sent to the applicant. Please retain the copy for your records as it is an important legal document.