



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	20/03/2026
Application reference number: (if known)	P/2024/05527
Address of property	Land South of Westwells Road, Westwells Road, Neston, SN13 9GB
Description of development	Redevelopment of site to deliver extension to existing Spring Park data centre campus consisting of (a) free standing data centre building (b) energy, power, and water infrastructure (c) site access and internal roads (d) site security arrangements (e) diverted Public Rights of Ways (f) hard and soft, green and blue, landscaping and (g) other ancillary and auxiliary forms of development
Full Name(s) of applicant(s) (add contact name if applicant is an organisation)	Ark Estates 5 Ltd

Correspondence address of applicant	Spring Park, Westwells Road, Corsham, Wiltshire, United Kingdom, SN13 9GB
BNG Ecology Monitoring Fee	£12,000
Cost centre - 30691	
Section III Legal Fee	£375
Total Fee	£12,375

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

[Redacted Signature]

Commercial Director / Company Secretary

(digital signature is acceptable)

Application reference number P/2024/05527

Received on behalf of Wiltshire Council

Christopher Herz on and behalf of Parry Holmes,
Solicitor to the Council
By (authorised officer)
Of Legal Services (name of department)
on 2nd October 2026 (date)

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