

Dated

31st January

2019

(1) Ensco 1068 Limited

and

(2) Peter Michael Harris

and

(3) Vanessa Jane Harris

and

(4) Craig Lancelot Mitchell

and

(5) MC Trustees Limited

and

(6) Hinton Properties (Grovefield Way) Limited

and

(7) Cotswold Motor Group Limited

To

(8) Cheltenham Borough Council

Unilateral Undertaking
under Section 106 of the Town and Country
Planning Act 1990 (as amended)

relating to

Planning Application ref. 18/01004/FUL

Land at North Road West and Grovefield Way,
Cheltenham

THIS UNDERTAKING is made this 31st day of January 2019

GIVEN BY:

1. **Ensco 1868 Limited** (Company Registration No 08995651) whose registered office is at 340 Melton Road, Leicester, LE4 7SL ("**Ensco**");
2. **Peter Michael Harris** of 154 Ulverscroft Lane, Newton Lindford, Leicester, LE6 0AJ ("**Peter Harris**");
3. **Vanessa Jane Harris** of 154 Ulverscroft Lane, Newton Lindford, Leicester, LE6 0AJ ("**Vanessa Harris**");
4. **Craig Lancelot Mitchell** of 40 Wakerley Road, Barrowden, Oakham, Leicestershire, LE15 8EF ("**Craig Mitchell**");
5. **M C Trustees Limited** (Company Registration No 06196502) whose registered office is at 1 New Walk Place, Leicester, LE1 6RU ("**MC Trustees**");

(together "**the Owners**")
6. **Hinton Properties (Grovefield Way) Limited** (Company Registration No 10164921) whose registered office is at The Old Council Chambers, Halford Street, Tamworth, Staffordshire, B79 7RB, (the "**Developer**");
7. **Cotswold Motor Group Limited** (Company Registration No 03028787) whose registered office is at Corinthian Way, The Reddings, Cheltenham, England, GL51 6UP ("**Cotswold Motor Group**");

To:

8. **Cheltenham Borough Council** of Municipal Offices Promenade Cheltenham GL50 9SA (the "**Council**");

WHEREAS:

- (A) Ensco is the freehold owner of part of the Site which is registered at the Land Registry under Title Number GR386623 free from encumbrances that would prevent Ensco from entering into this Undertaking subject to a contract to purchase in favour of the Developer and Cotswold Motor Group dated 7 March 2017.
- (B) Peter Harris and Vanessa Harris as Trustees of the Harris Retirement Fund and Craig Mitchell and MC Trustees as Trustees of the MCTPP and MC Trustees are the freeholder owners of part of the Site which is registered at the Land Registry under Title Number GR386708 free from encumbrances that would prevent them from entering into this Undertaking
- (C) The Developer submitted the Planning Application to the Council.
- (D) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located.

- (E) By notice of refusal dated 18 October 2018 the Council refused to grant the Planning Permission for the reasons set out in the notice. The Developer has submitted the Planning Appeal and together with the Owners gives this Undertaking with the intent that any objections of the Council to the grant of the Planning Permission are overcome.

NOW THIS UNDERTAKING WITNESSES AS FOLLOWS:

1 DEFINITIONS

In this deed the following words and expressions shall unless the context otherwise requires have the precise meaning set out below:

“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Blue Land”	means the land coloured blue on the Plan being the part of the Site which is subject to the outline part of the Planning Application;
“Commencement Date”	means the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act other than (for the purposes of this Undertaking and no other); (a) site investigations or surveys; (b) archaeological works; (c) site decontamination; (d) the demolition of any existing buildings or structures (e) excavation works; (f) the clearance or re-grading of the Site; (g) the erection of hoardings and fences; (h) works connected with infilling; (i) works for the provision or diversion of drainage or mains services to prepare the Site for

development

and 'Commence' and 'Commencement of Development' shall be construed accordingly;

“Development”

means the development of the Site by way of a hybrid application seeking detailed planning permission for 5,914 sq.m of commercial office space (Use Class B1), 502 sq.m day nursery (Use Class D1), 1,742 sq.m food retail unit (Use Class A1), with associate parking, landscaping and infrastructure works. Outline planning permission sought for the erection of 8,034 sq.m of commercial office space (Use Class B1), together with associated car parking, landscaping and infrastructure works, with all matters reserved - except access (resubmission). as more particularly described in the Planning Application or as may be amended as part of the Planning Appeal;

“Inspector”

means the person appointed by the Secretary of State to determine the Planning Appeal;

“Landscape Management Plan”

means the document at Appendix 1 of this Undertaking detailing the overall functional and aesthetic objectives of the landscape scheme and maintenance operations associated with the detailed planning application site forming part of the Development to be carried out in accordance with the provisions of Schedule 1 of this Undertaking;

“Occupation”

means occupation of the Development or part thereof for the purposes permitted by the Planning Permission but not occupation for the purposes of construction, fitting out or decoration for marketing or display purposes or in connection with security operations and “Occupy” and “Occupied” shall be construed accordingly;

“Orange Land”

means the land coloured orange on the Plan being the part of the Site which is subject to the detailed part of the Planning Application;

“Plan”	means the plan attached to this Undertaking and marked ‘Plan’;
“Planning Appeal”	means the appeal submitted by the Developer under s.78(1) of the 1990 Act in respect of the Council’s refusal of the Planning Application and given reference number APP/B1605/W/18/3214761;
“Planning Application”	means the hybrid application for planning permission for the carrying out of the Development made by the Developer and given the reference 18/01004/FUL;
“Planning Permission”	means any planning permission that will be granted by the Secretary of State for the Development in pursuance of the Planning Application following the completion of this Undertaking or any variation to that permission granted pursuant to Section 73 of the 1990 Act;
“Secretary of State”	means the Secretary of State for Housing Communities and Local Government (or such successor Secretary of State or minister of state who shall assume the same decision making powers from time to time);
“Site”	means the land at North Road West and Grovefield Way, Cheltenham, shown edged red on the Plan against which this Undertaking may be enforced; and
“Street and Car Park Management and Maintenance Plan”	means the document at Appendix 2 of this Undertaking setting out the arrangements for the future management and maintenance of the streets and car parks associated with the detailed planning application site forming part of the Development to be carried out in accordance with the provisions of Schedule 1 of this Undertaking;
“Working Days”	means any day which is nor a Saturday, a Sunday, a bank holiday or a public holiday in England.

2 INTERPRETATION

- 2.1 The clause headings in this Undertaking are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules are to the clauses and Schedule of this Undertaking, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Undertaking states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Site include any part of it.
- 2.8 References to any party in this Undertaking include the successors in title of that party and in the case of the Council includes any successor local planning authority exercising planning powers under the 1990 Act.
- 2.9 References to “including” means “including, without limitation”.
- 2.10 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.11 Where two or more people form a party to this Undertaking, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Undertaking shall be unaffected.
- 2.13 The Developer and Cotswold Motor Group enter into this Undertaking in order to consent to the Site being bound by its terms only and the Developer and Cotswold Motor Group shall

have no liability under this Undertaking unless or until they become successors in title to the Owners in respect of the Site.

3 LEGAL EFFECT

- 3.1 This Undertaking is made pursuant to the provisions of Section 106 of the 1990 Act and shall constitute and shall be deemed to contain planning obligations for the purpose of Section 106 of the 1990 Act and in the event of a breach it shall be enforceable by the Council as the local planning authority pursuant to all powers enabling and all enactments which may be relevant for the purposes of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the then Owner's respective interest in the Site subject to the exceptions in clause 3.6.
- 3.2 Without prejudice to the generality to clause 3.1 this Undertaking is further made pursuant to Section 1 of the Localism Act 2011 insofar as the same may be relevant to the enforcement of the obligations contained herein.
- 3.3 No party will be liable for breach of a covenant restriction or obligation contained in this Undertaking after he has parted with all the interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest and neither the reservation of any rights or the inclusion of any covenants or restrictions over the property in any transfer or other disposition of the Site or any part thereof will constitute an interest for the purposes of this clause 3.3.
- 3.4 This Undertaking will be registered as a local land charge by the Council.
- 3.5 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.
- 3.6 Nothing in this Undertaking:
- 3.6.1 prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, whether or not pursuant to an appeal;
- 3.6.2 shall be construed as restricting the exercise by the Council of any powers exercisable by it under the 1990 Act or under any other Act in the exercise of their functions as a local authority.

3.7 The obligations in this Undertaking will not be enforceable against:

3.7.1 a statutory undertaker which acquires any part of the Site or any interest in it for the purposes of its statutory undertaking of function; or

3.7.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.

3.8 If in determining the Planning Appeal, the Secretary of State or the Inspector states in his decision letter that any individual obligation within this Undertaking does not comply with regulation 122 of the Community Infrastructure Levy Regulations 2010, or that any individual obligation is not a material consideration in the granting of the Planning Permission pursuant to the Planning Appeal then those obligation(s) will cease to have effect.

4 COMMENCEMENT

This Undertaking will take effect on the Commencement Date except for this clause 4 and clauses 6, 8, 9, 10 and 11 which shall take effect on the date of this Undertaking.

5 OBLIGATIONS OF THE PARTIES

The Owners covenant to comply with the obligations expressed to be on their part set out in the Schedule to this Undertaking in relation to the Development.

6 TERMINATION OF THIS UNDERTAKING

6.1 This Undertaking will come to an end if:

6.1.1 the Planning Permission is quashed or revoked before the Commencement Date; or

6.1.2 the Planning Permission expires before the Commencement Date without having been implemented;

6.1.3 the Planning Appeal is dismissed; or

6.1.4 in determining the Planning Appeal the Secretary of State or the Inspector states in his decision letter that this Undertaking is not a material planning consideration and/or that no weight can be attached to the deed in determining the Planning Appeal and/or that it does not satisfy Regulation 122 of the Community Infrastructure Levy Regulations 2010.

and in such case this Undertaking shall forthwith determine and cease to have effect with the exception of this clause 6.

7 NOTICES

- 7.1 Any notice, consent, demand or any other communication served under this Undertaking will be effective only if in writing and delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 7.2 Any notice, consent, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Undertaking or to such other address as one party may notify in writing to the others at any time as its address for service.
- 7.3 Any notice given in accordance with sub-clause 7.1 and 7.2 will be deemed to have been received:
- 7.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- 7.3.2 if sent by pre-paid first class post or other next working day delivery service, on the second Working Day after posting.

8 CHANGE IN OWNERSHIP

- 8.1 The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its freehold interests in the Site occurring before all the obligations under this Undertaking have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not).

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Undertaking do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it provided that the exclusion of the said Act shall not prevent all or any future successors in title to any of the parties to this Undertaking from being able to benefit from or to enforce any of the provisions of this Undertaking.

10 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the other relevant terms or conditions or for acting upon any subsequent breach or default.

11 JURISDICTION

This Undertaking shall be governed by the laws of England and Wales and the Courts of England shall have sole jurisdiction in respect of the construction of this Undertaking and as to the respective rights and liabilities of the parties.

IN WITNESS of which this Undertaking has been duly executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1
THE OWNERS' COVENANTS TO THE COUNCIL

The Owners covenant with the Council as follows:

Landscape Management Plan

1. Upon first Occupation of the Development on the Orange Land to manage and maintain the Development in accordance with the Landscape Management Plan unless otherwise agreed with the Council.
2. Prior to Commencement of the Development on the Blue Land the Owners shall submit an updated Landscape Management Plan to the Council for approval and Commencement of the Development shall not occur on the Blue Land until the Landscape Management Plan has been approved by the Council.
3. To manage and maintain the Development on the Blue Land in accordance with the approved Landscape Management Plan unless otherwise agreed with the Council.

Street and Car Park Management and Maintenance Plan

4. Upon first Occupation of the Development on the Orange Land to manage and maintain the Development in accordance with the Street and Car Park Management and Maintenance Plan unless otherwise agreed with the Council.
5. Prior to Commencement of the Development on the Blue Land the Owners shall submit an updated Street and Car Park Management and Maintenance Plan to the Council for approval and Commencement of the Development on the Blue Land shall not occur until the Street and Car Park Management and Maintenance Plan has been approved by the Council.
6. To manage and maintain the Development in accordance with the Street and Car Park Management and Maintenance Plan unless otherwise agreed with the Council.

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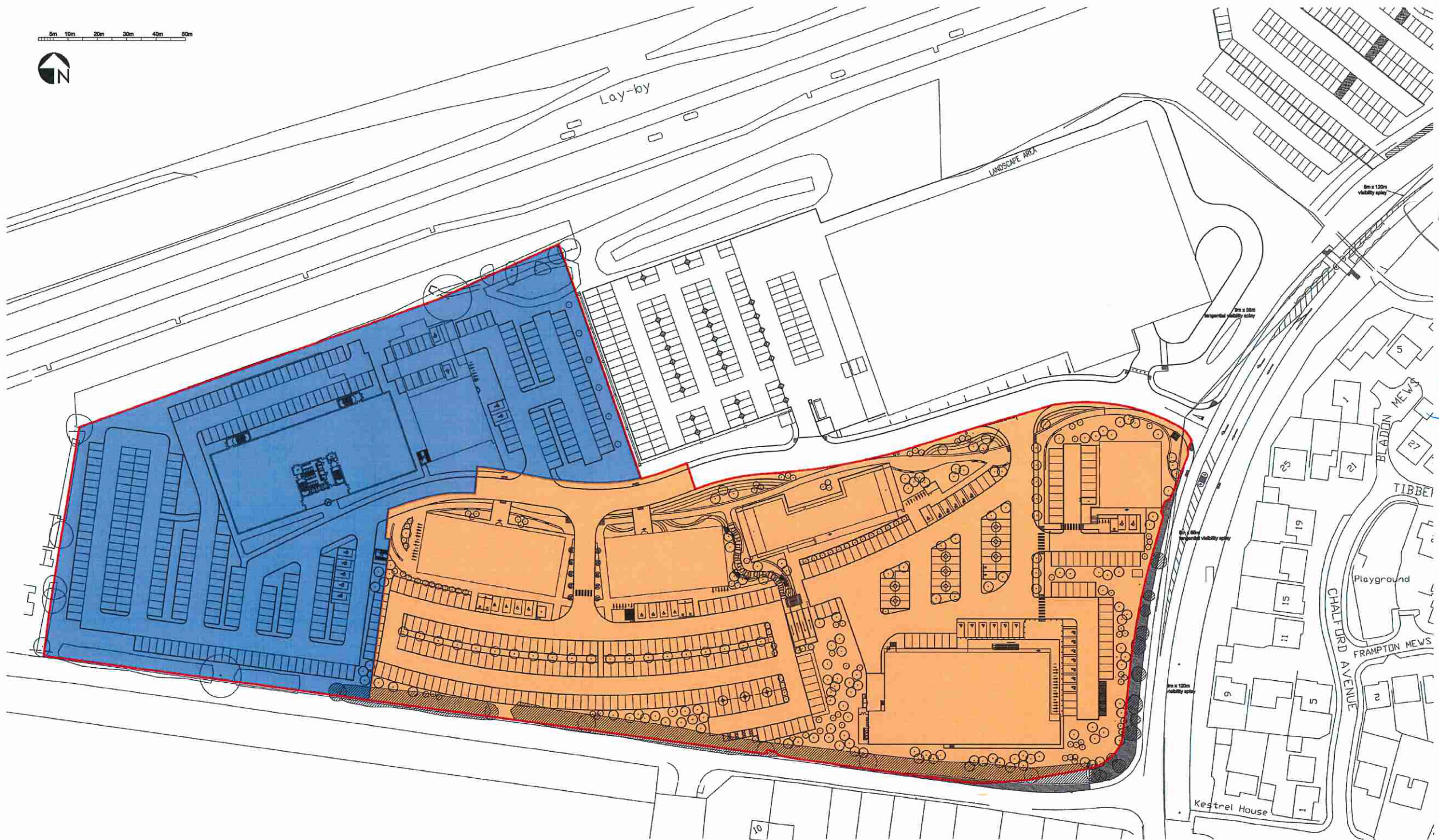
All drawings and specifications to be read in conjunction with the Structural Engineer and other consultants drawings. All dimensions should be reported to the architect.

Figural dimensions only are to be taken from this drawing.

☐ Preliminary ☐ Consult ☐ Planning
☐ Tender ☐ Construction ☐ Record
☐ Legal

REVISIONS			
REV	DATE	DESCRIPTION	CHECKED BY

PLAN



DETAILED APPLICATION

OUTLINE APPLICATION

CLIENT
HG HINTON GROUP

PROJECT
Phase 2
Corinthian Park
Groveland Way
Cheltenham

TITLE
Hybrid Planning Application
Site Plan

SCALE @ A3 1:500 DATE 23-01-19

DRAWING 178 - 121 REV -

DRAWN BY RD CHECKED BY LW

DGP DESIGN
DEVELOPMENT
PARTNERSHIP

ARCHITECTURE • PLANNING • PRINCIPAL DESIGNER

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APPENDIX 1

Landscape Management Plan

On behalf of Hinton Properties (Grovefield Way Ltd)

Corinthian Park, Cheltenham Landscape Management Plan

For Hinton Group
by
Davies Landscape Architects Ltd

DLA-1755-LMP-02
Jan 2019

Contents

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2. Long Term Design Objectives
3. Management responsibilities
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7. Maintenance Operations
8. Details of Plant Replacement

Appendices

Appendix 1 - Management Responsibility Plan

Appendix 2 – Landscape Management Areas Plan (Detailed Landscaped Area Only)

1 Introduction

- 1.1 This management plan covers the protection and enhancement of existing features as well as new hard and soft landscape features within both public and private realm areas. The primary objectives of the plan will be achieved through maintenance prescriptions set out at the end of the report.

2 Long Term Design Objectives

- 2.1 The long-term aim is to establish a contemporary and high-quality business park and landscape environment that befitting of its location at the western gateway in to Cheltenham. This will be achieved through a number of overriding objectives to:

- Protect maintain and enhance existing features of value;
- Ensure that the landscape has year-round interest;
- Welcome people to the business park in a safe environment with natural surveillance:
- Create high quality public realm areas and attractive streets that encourage social interaction;
- Create legible and easy to understand places so people know where they are and where they are going to;
- Use trees in a creative way to aid wayfinding;
- Provide quiet places that allow for contemplation;

3 Management responsibilities

- 3.1 The site is to be owned and occupied by a number of different parties who will be responsible for the management and maintenance of their building (s) and external areas in accordance with this Management and Maintenance Plan through the legal obligations of the Unilateral Undertaking.
- 3.2 These obligations will be bound on the land and be passed onto any future successors in title and/or tenants.
- 3.3 The management plan will deliver consistency of approach and maintenance standards across the different ownerships and the plan should be reviewed at every 5 years to ensure that the overriding objectives are being achieved.

3.4 The components of the Landscape Management Plan are set out on the Landscape Maintenance Plan (LMP) 1755/DLA/L-18. The plan currently extends to the submitted detailed landscaped areas only and will be extended to include the hard and soft landscape within the outline element of the application in due course as described in the universal undertaking.

3.5 The landscape features with the LMP are described as:

Soft Landscape

- Existing boundary hedge and trees (North Rd West and west boundary)
- Proposed Native buffer planting (North Rd West and west boundary)
- Proposed tree planting
- Proposed shrub planting
- Proposed hedgerows
- Proposed grass and bulb planting

Hard landscape

- Gravel and pebble areas
- Footpaths, cycleways and public realm areas
- Retaining walls
- Freestanding walls
- Street Furniture

3.6 The management plan is a live document and sets out to review, monitor and adjust where necessary the short-term landscape objective. A full management review should be undertaken with the input of all landowners prior to the expiry of the initial management plan.

3.7 Maintenance of the landscape areas shall be undertaken by a competent Landscape Contractor, registered with the British Association of Landscape Industries (BALI). For the purposes of this report the appointed landscape contractor is referred to as 'The Contractor'.

3.8 Maintenance visits shall be undertaken at weekly intervals to undertake the most intensive maintenance tasks such as emptying bins, removing litter and inspecting components for

defects. Visits may need to be increased at certain times of the year to enable the operations set-out within the report to be properly executed.

- 3.9 A record or log of all maintenance visits should be undertaken by the Contractor and kept as proof that operations are being undertaken and to help inform any changes that may need to be made to respond to site circumstances.
- 3.10 The Contractor shall ensure that any chemical application is undertaken by trained personal / operatives only, who have the appropriate NPTC certificates and in accordance with the manufacturer's recommendations. The 'Code of Practice for the Safe Use of Pesticides for Non-Agricultural Purposes' will be observed where applicable. The use of any chemicals shall be noted on the record sheets as outlined above.
- 3.11 The Contractor shall programme and vary their agreed time of visits to coincide with appropriate weather conditions for carrying out of operations, with particular regard for the use of chemicals and the mowing of grass. The mowing of grass during excessively wet weather or following periods of extended rain is strictly prohibited.
- 3.12 The Contractor should notify the management company to any significant pest or disease problem affecting the planted stock and shall provide a suitable strategy for treatment to be agreed with the client.
- 3.13 Following expiry of the defects period, the Contractor shall advise the management company of all trees and other plants found to be dead, dying, vandalised or suffering significantly from the current growing conditions. All failed / defective plants identified within should be replaced by the contractor at the soonest available planting season to ensure a continued coverage of growth. Replacement plants should be of the same species and specification of the failed specimens.
- 3.14 Chipping and shredding is not permitted on site without prior consent.
- 3.15 Proposals for control of vermin should be submitted for approval if they become a problem.
- 3.16 Ensure that a suitable water supply is available to carry out the operations detailed in this document. In the event of water restrictions (e.g. drought), the contractor will be responsible for submitting proposals to the management company for an alternative source of water e.g. use of a trailer mounted bowser.

4 MANAGEMENT OF EXISTING FEATURES

Existing Trees

Primary Objectives

- 4.1 Trees are located on the west south and east boundaries. Management of existing trees is aimed at maintaining safety, healthy growth an attractive form and to promote longevity.
- 4.2 There are a number of ash trees within the boundary features which may succumb to Ash Chalara die back disease. Trees showing symptoms of die-back should be monitored and and reported. Deadwood in infected trees can present a health and safety risk, but unnecessary pruning or felling should be avoided. A balanced approach should be taken to tree safety management – advice is available at forestry.gov.uk/safetreemanagement. In no circumstances should affected trees be chipped and used as mulch.
- 4.3 Monitor other existing trees for any sign of defects or poor health twice yearly or after severe weather i.e. winds in excess of 50mph or snowfall >10cm. Report any signs of ill health or damage and take remedial action when instructed.
- 4.4 If trees appear to be suffering any signs of nutrient deficiency a general fertiliser should be applied as appropriate and in accordance with manufacturer's instructions and hoed into bare soil beneath canopy line; annually as required.
- 4.5 Routine annual pruning of mature trees should be carried out only in exceptional circumstances if a health and safety issue is identified or for the benefit of the trees health. Prior to undertaking such works, advice should be sought from a qualified arborist and the planning authority tree officer notified.
- 4.6 Routine operations will involve: cleaning out and removing any dead, dying or diseased wood, broken branches or growths, fungal bodies and fruiting bodies; and removing any rubbish or objects within the canopy or on the trunk of the tree.
- 4.7 All tree work should be carried out by a suitably qualified professional tree surgeon, a registered member of the Arboricultural Association with appropriate insurance certification.

Existing Hedgerows

Primary Objectives

- 4.8 While of low ecological value, existing hedgerows to the south and west boundaries should be managed to maintain a linear wildlife corridor; visual screen to properties bordering the site; and marking the edge of the green belt boundary. The hedgerow should be reinforced where gaps are present and will be supplemented by proposed buffer planting to the north.

- 4.9 The existing hedgerow should be protected during construction work by temporary protective fencing and only removed after risk of root damaged has been removed.
- 4.10 Routine operations will involve: pruning lateral side branches to avoid excessive overhanging onto North Road West; and replacing dead sections of the hedgerow with native stock.
- 4.11 The existing hedge will be managed to maintain its existing height of around 3.5m, but hedgerow trees will be allowed to mature and only pruned to maintain a good shape and to remove dead timber.

5 MANAGEMENT OF PROPOSED SOFT LANDSCAPE FEATURES

Proposed Trees

Primary Objectives

- 5.1 To ensure new tree planting is managed to enable its successful establishment, and to promote healthy growth and attractive form.
- 5.2 Routine operations will involve: watering at times of drought, ensuring sufficient water is applied to ensure trees remain healthy; applications of slow release fertiliser; inspecting stakes and ties to trees and removing these as soon as trees are self-supporting to benefit tree establishment; re-firming trees in ground after strong winds, frost heave or other disturbances; monitoring and replacing failed planting with new plants between October and March; inspecting trees for pests and diseases; pruning to maintain shape and form and maintaining a mulch layer around the base of the tree to prevent weed competition.
- 5.3 Ensure replacement planting is undertaken to the original specification into well-prepared ground.

Proposed Hedges

Primary Objectives

- 5.4 To ensure newly planted hedges are suitably cared for to enable successful establishment into a dense thicket that can be suitably maintained either for ornamental or wildlife value.
- 5.5 Routine operations will involve: watering at times of drought, ensuring sufficient water is applied to ensure trees remain healthy; removing tree/shrub shelters after establishment; pruning/clipping and re-shaping hedge species; removing weeds; hoeing or forking over beds; fertilising; topping up mulch; monitoring for pests and diseases; and replacing dead or dying specimens.

- 5.6 New ornamental hedges will generally be maintained at height of 1.2-1.8m depending on its function, by trimming lateral growth once annually in mid to late summer. Once established, hedges should be maintained at their planned dimensions. Those hedges lying immediately adjacent to the access road or footpaths are to be maintained at no higher than 1.2m.
- 5.7 The proposed native hedgerow on the west boundary will be managed at a minimum height of 2.5m to provide increased screening to the neighbouring Elm Farm.
- 5.8 Ensure replacement planting is undertaken to the original specification into well-prepared ground

Proposed Buffer Planting

Primary Objectives

- 5.9 To ensure that the native buffer planting adjacent to North Road West maintains an effective screen and reinforces the green belt boundary are suitably cared for to enable successful establishment into a dense thicket and can be suitably maintained for wildlife value.
- 5.10 Routine operations will involve: watering at times of drought, ensuring sufficient water is applied to ensure trees remain healthy; removing tree/shrub shelters after establishment; pruning/clipping and re-shaping species to encourage bushiness; removing weeds; hoeing or forking over beds; fertilising; topping up mulch; monitoring for pests and diseases; and replacing dead or dying specimens.
- 5.11 Advanced nursery stock trees within the buffer area will be allowed to grow to maturity and managed accordingly as 'New Tree Planting'.
- 5.12 Once established the buffer planting will require less intensive management and maintained at a minimum of 2.5m height, by trimming lateral growth once annually in late winter to avoid disturbance to nesting birds..
- 5.13 Ensure replacement planting is undertaken to the original specification into well-prepared ground.

Proposed Shrub Planting

Primary objectives

- 5.14 To ensure planting within and around the buildings and access roads are suitably cared for to enable successful establishment; to maintain growth and a high aesthetic appearance; and prevent planting beds becoming overgrown and untidy.

- 5.15 Routine operations will involve: watering at times of drought, ensuring sufficient water is applied to ensure trees remain healthy; pruning/clipping and re-shaping species to encourage bushiness; removing weeds; hoeing or forking over beds; fertilising; topping up mulch; monitoring for pests and diseases; and replacing dead or dying specimens as soon as possible when growing conditions permit.
- 5.16 When shrubs start to overlap or dominate less vigorous species, it may be necessary to remove some individual plants to retain the character of the bed. Thinning should take place as required in a logical process over several stages.
- 5.17 Monitor and replace failed planting with new equivalent plants between October and March or later if containerised stock is used and weather conditions permit. Dead head flowering shrubs following the flowering period to promote further flowering. NB:- Remove arisings from site.

Proposed Grass and Bulb Planting

Primary Objectives

- 5.18 Ensure amenity short-mown grass areas adjacent to the site access road and Grovefield Way are suitably managed in order to maintain an attractive lawn and facilitate passive recreation. Maintain areas of bulb planting to ensure healthy plants and provide seasonal displays of colour.
- 5.19 Routine operations will involve: allowing turf sward or amenity seeded areas to establish to a minimum height of 35mm before first cut; regular mowing to maintain a height of 30-55mm through the growing seasons; removing all litter including fallen leaves from grass areas prior to mowing; fertilising if sward is weak; Edging adjacent to footpaths and beds scarifying and spiking if sward is dominated by moss or showing signs of not draining properly;
- 5.20 Bare areas and areas of dead grass which become apparent, should be made good by over-seeding or turfing at the earliest available opportunity
- 5.21 Grass cutting will be avoided in areas planted with bulbs during late winter/early spring when bulbs are growing/flowering and for a period

6 MANAGEMENT OF PROPOSED HARD LANDSCAPE FEATURES

Hard Surfaces and Street Furniture

Primary Objectives

- 6.1 To ensure that hard surfaces and street furniture are maintained in a safe, debris-free state to facilitate all-year-round use and an attractive visual appearance
- 6.2 Routine operations will involve: removing debris, litter and fallen leaves through regular sweeping; remove grass arisings; undertaking regular visual inspections for defects.
- 6.3 Patchy, worn areas or where the hard surface finish has visibly failed, are to be clearly fenced-off from the public and repaired as new as soon as feasibly possible.
- 6.4 Street Furniture will be inspected to ensure that it remains soundly and safely installed. Any street furniture containing timber elements, should be inspected for wear and tear, eroded staining or UV exposure.
- 6.5 Any worn or damaged timber should receive an application of proprietary timber preservative to match the colour and treatment of the adjacent timber.
- 6.6 Street furniture containing painted metal elements, be similarly inspected and damaged paint work should be rectified by the application of an appropriate paint to match the existing.
- 6.7 The contractor should keep accurate records of any graffiti and should make good / remediate street furniture or any other surfaces.

7 Maintenance Operations

Maintenance Schedule Years 1 to 5 Corinthian Park		
Landscape elements / habitat types	Action required	Timings
Advanced nursery stock trees	<p>Newly planted tree stock should be inspected for disease by a competent person and inform the Landowner or management company of any major deterioration in the condition of any landscape element.</p> <p>Tree Surgery / Crown reduction as instructed by a qualified arborist. The works and should only be carried out by qualified contractors with proof of adequate insurance cover.</p> <p>Pruning of epicormic or basal growth can normally be undertaken by unqualified personnel.</p> <p>Weed control by ensuring no weed growth within a 500mm diameter of each tree. A suitable herbicide should be used in compliance with manufacturer's instructions.</p> <p>Fertilize using suitable slow release fertilizer as per manufacturer's instructions.</p> <p>Inspect tree ties and stakes as scheduled and after strong winds. Replace loose, broken ties or decayed stakes to original specification.</p> <p>Semi mature trees - inspect tree guys as scheduled and after strong winds, tighten as necessary.</p> <p>Remove ties and stakes.</p> <p>Remove dead trees and replace as per original specification.</p>	<p>Annually – in late autumn</p> <p>Annually inspect and monitor condition of trees. - Sept</p> <p>Annually - Sept</p> <p>Annually - Apr & Aug</p> <p>Till year 4– Apr & Aug</p> <p>Every 3 months</p> <p>Every 3 months or after strong wind Till year 4</p> <p>5 years after planting.</p> <p>Annually till year 5</p>
Existing trees	<p>Existing tree stock should be inspected for disease and defects by a competent person and inform the Landowner or management company of any major deterioration in the condition.</p> <p>Tree Surgery / Crown reduction as instructed by a qualified arborist. The works and should only be carried out by qualified contractors with proof of adequate insurance cover.</p> <p>Felling of dead or dying trees to be carried out as instructed by qualified arborist. Fell trees away to avoid damage to adjacent vegetation.</p> <p>Obtain advice from an ecologist regarding possible presence of bats or nesting birds prior to undertaking any work to remove trees or tree limbs</p> <p>Timing of tree removal/and or pruning should aim to avoid the bird nesting season (March – August inclusive) unless otherwise advised by an ecologist.</p>	<p>Annually inspect and monitor condition of trees - Permission will be required to the trees covered by the TPO order.</p>

Maintenance Schedule Years 1 to 5 Corinthian Park		
Landscape elements / habitat types	Action required	Timings
Existing Hedges	<p>Vegetation forming the existing hedge to the southern boundary of Corinthian Park shall be inspected for disease and defects by a competent person and report to the Landowner or management company.</p> <p>With advice from ecologist, remove all dead / diseased plant material.</p> <p>Remove invasive species</p> <p>Coppice 20% of hazel stock on a 5-year rotational cycle.</p> <p>Gap up hedge with native stock to ensure Vegetation continuity within hedgerow.</p> <p>After new stock has established - Flail hedge to a height of 3.5m high – retaining all tree stock within hedge -</p> <p>New planting to gap up the existing hedgerow</p> <p>Weed control by ensuring no weed growth within the hedgerow with a suitable herbicide and used in compliance with manufacturer's instructions.</p> <p>Fertilise using suitable slow release fertilizer as per manufacturer's instructions.</p>	<p>Annually inspect and monitor condition of trees - Permission will be required to the trees covered by the TPO order.</p> <p>November years 1 to 5</p> <p>November years 1 to 5</p> <p>November year 1 and then as required.</p> <p>Dec – Feb at year 4</p> <p>Annually - March & Aug</p> <p>Till year 4– Apr & Aug</p>
Road verges	<p>Maintain grass area in a manner appropriate to the intended use removing arisings from site.</p> <p>Grass height: Maintain within a range 30 and 55mm and shall be a vigorous sward, free from disease, fungal growth, discolouration, moss, excessive thatch, weeds, frost heave, worm casts and mole hills, scorch or wilt.</p> <p>Remove Litter and fallen leaves regularly to maintain a neat appearance.</p>	<p>Every 2 weeks during the growing season</p>
Shrub planting Grasses and deciduous ferns	<p>Prune shrubs in accordance with best practise and appropriate to species, removing arisings.</p> <p>Grasses and ferns prune previous years foliage to 10cm from ground level (excluding tree ferns)</p> <p>Remove weed growth and remove off site</p> <p>Remove litter and fallen leaves regularly to maintain a neat appearance.</p> <p>Top up bark mulch</p>	<p>Annually between March and April</p> <p>Annually between March and April</p> <p>Weekly in high profile areas and fortnightly in other shrub beds.</p> <p>Weekly in high profile areas and fortnightly in other shrub beds.</p> <p>Annually in March till year 4</p>
Buffer Planting including feathered trees	<p>Newly planted should be regularly inspected for disease by a competent person and inform the Landowner or management company of any major deterioration in the condition of any landscape element.</p> <p>Gapping up if vegetation edge becomes broken, with stock identified on planting plans.</p> <p>Cutting back.</p>	<p>Annually – in late autumn</p> <p>Annually Oct to Feb</p> <p>Annually Oct / Nov</p>

Maintenance Schedule Years 1 to 5 Corinthian Park		
Landscape elements / habitat types	Action required	Timings
	<p>Weed control - ensure minimal weed growth within a 500mm diameter of each transplant / feathered tree by strimming or an application of a suitable non-residual herbicide in compliance with manufacturer's instructions.</p> <p>Fertilise using suitable slow release fertiliser as per manufacturer's instructions.</p> <p>Grow tubes, adjust or replace to original specification. Inspect tree ties and tree stakes as scheduled and after strong winds. Replace loose, broken or decayed stakes to original specification. Adjust Strimmer guards, replace or refit to original specification.</p> <p>Replace stock losses to original specification.</p> <p>Remove grow tubes.</p> <p>Remove tree stakes and ties to feathered stock.</p> <p>Thinning of newly planted woodland in compliance with Standard: BS 7370-4 Clause 3.5.17.1 Select weaker plants for removal. Stack arising within planting area to create hibernaculum.</p> <p>Ensure no or minimum damage to adjacent plants during thinning and refill hole immediately with topsoil. Make good any damage of adjacent plants.</p> <p>Coppice 20% of the hazel stock - operating a 5-year rotational coppicing pattern.</p>	<p>Annually - Apr & Aug</p> <p>Till year 4– Apr & Aug</p> <p>Annually up to year 3 between March and April</p> <p>Every 3 months</p> <p>Annually up to end of year 4 – Oct to Feb</p> <p>4 years after planting.</p> <p>4 years after planting</p> <p>At year 5</p>
Native hedge planting	<p>Weed control by ensuring no weed growth within the hedgerow with a suitable herbicide and used in compliance with manufacturer's instructions.</p> <p>Fertilise using suitable slow release fertilizer as per manufacturer's instructions.</p> <p>Prune hedge planting to reduce the height to 1.5m with vertical sides</p>	<p>Annually - March & Aug</p> <p>Till year 4– Apr & Aug</p> <p>Oct / Nov after year 2 and thereafter in alternate years.</p>
Formal hedges	<p>Maintain at 1.2-1.8m height depending on function and location.</p> <p>Weed control by ensuring no weed growth within the hedgerow with a suitable herbicide and used in compliance with manufacturer's instructions.</p> <p>Fertilise using suitable slow release fertilizer as per manufacturer's instructions.</p> <p>With hedge cutters prune formal hedges with vertical sides</p> <p>Buxus microphylla 'Faulkner'</p> <p>Buxus sempervirens</p> <p>Fagus sylvatica</p> <p>Griselinia littoralis</p>	<p>Annually - Apr & Aug</p> <p>Till year 4– Apr & Aug</p> <p>Sept / Oct after year 2. To the following heights</p> <p>40cm high</p> <p>90cm high</p> <p>1.2m high</p> <p>1.2m high</p>

Maintenance Schedule Years 1 to 5 Corinthian Park		
Landscape elements / habitat types	Action required	Timings
	Lonicera Pileata Taxus baccata	90cm high 1.2m high
Defects	Remove and replace plant losses to original specification.	Annual – Oct till year 5
Suds/ponds/ditches and water courses	<p>Inspect and remove litter in ponds, ditches or SUDS features to ensure outlets remain free of deleterious material and litter. – removal all arisings off site.</p> <p>Additional checks and cleansing to be carried out following all flood events.</p> <p>Clear 30% of marginal / aquatic vegetation (generally by hand-pulling, raking or netting) in order to retain areas of open water while at the same time maintaining some vegetation and structural variation.</p> <p>Ensuring that clearance is undertaken in strips across the full range of water depths and reducing the dominant species.</p> <p>On annual clearance arising should be left within 3m of the ponds for 3 hours before removal off site.</p>	<p>Every week</p> <p>Annually in September from year 3 of waterbody creation</p>
Leaf Litter	<p>Inspect hard and soft landscape areas and public realm for leaf litter.</p> <p>With appropriate mechanical sweepers and leaf blowers remove leaf litter from hard surfaces, landscape beds and grass areas, to ensure sweeping does not result in damage surfaces or sand jointing to paving areas.</p>	Monthly Oct / Nov and December
Notifiable weed growth and other injurious weeds or invasive plants / Notifiable weed growth	<p>All areas affected shall be fenced off to minimise the possibility of unintentionally spreading the injurious weeds or invasive plants.</p> <p>Appoint specialist firm to undertake herbicide treatment to eradicate invasive plant.</p>	May and August Inspect, manage accordingly.
Maintain fencing, gates and guardrails in a safe and secure condition	<p>Inspect all gate locking mechanisms, boundary fencing, guard / handrails and make good – temporary measurements to secure site to be installed if necessary.</p> <p>Inspect and undertake herbicide treatment ensuring no weed or moss growth under gates, fences, guard or handrail.</p>	<p>Weekly inspections</p> <p>Every 3 months</p>
Footpaths and seating areas	<p>Inspect all footpath surfaces are in safe and serviceable condition – cordon off any unsafe areas of paving and undertake repair.</p> <p>Inspect manhole and inspection covers within footpath surface for trip hazards – undertake repair where necessary.</p> <p>Inspect and undertake herbicide treatment ensuring no weed or moss growth on footpath surface.</p>	<p>Monthly inspections</p> <p>Monthly inspections</p> <p>Every 3 months</p> <p>As necessary</p>

Maintenance Schedule Years 1 to 5 Corinthian Park		
Landscape elements / habitat types	Action required	Timings
	Snow and ice clearance - at times of inclement weather, apply rock salt, evenly spread at 20gms per square metre, to all footpath surfaces. Care shall be taken to avoid spreading rock salt near and around trees, planting beds and grass verges.	
Gravel and river washed pebble margins.	Inspect and top up as necessary to original specified depths of gravel / aggregate chippings or pebbles.	Annually - Apr & Sept
	Inspect and undertake herbicide treatment ensuring no weed or moss growth under gates, fences, guard or handrail.	Every 3 months
Tree grilles	Inspect tree grilles or located within frames and not causing trip hazard. – make good where necessary.	Weekly inspections
	Inspect and undertake herbicide treatment ensuring no weed or moss growth under tree grille or lift tree grille and hand weed.	Every 3 months
	Inspect and top up as necessary to original specified depths of gravel under tree grille	Every 3 months
Benches	Inspect to ensure benches are in sound condition / fit for purpose of use and not a Health and Safety issue – make good and or replace when necessary.	Every 2 weeks
	Clean benches in accordance with manufactures recommendations.	Every 2 months
Gabion walls	Inspect to ensure the weld mesh joints to gabion baskets are intact and in good condition and do not cause a Health and Safety issue – make good if necessary.	Every 3 months
Litter bins	Inspect to ensure bins are in sound condition / fit for purpose of use – make good or replace if necessary.	Every week
	Clean bins in accordance with manufactures recommendations.	Every 2 months
	Litter bins shall be emptied as required to ensure they are never over 75% full	Every week
Bollards	Inspect to ensure bollards are in sound condition, vertical and inground fixing is sound – repair reflective tape and any minor damaged to bollards, replace if necessary.	Every 2 weeks
	Clean bollards in accordance with manufactures recommendations.	Every 6 months
Signs	Inspect to ensure signs are in sound condition and legible, vertical with secure inground fixing – repair any minor damaged to signage or replace if necessary.	Every 2 weeks
	Clean signs in accordance with manufactures recommendations.	Every 2 months
Cycle racks	Inspect to ensure cycle racks and hoops are in sound condition / fit for purpose of use and not a Health and Safety issue – make good and or replace when necessary.	Every 2 weeks
		Every 6 months

Maintenance Schedule Years 1 to 5 Corinthian Park		
Landscape elements / habitat types	Action required	Timings
	Clean Cycle racks and hoops in accordance with manufactures recommendations.	
Site Graffiti	Inspect or response to complaints or notifications of graffiti on site. Offensive graffiti removed or covered within 24 hours Other graffiti removed or covered within 1 week	Every week
Reviewing the maintenance and management plan	Qualified personnel shall monitor / report and adjust the short-term maintenance plan and timings twice a year. The long-term management plan including its objectives and deliverability should be reviewed every 5 years and should be adjusted as appropriate.	Twice per annum Every 5 years

8 Details of Plant Replacement

8.1 Location of plant species are indicated on Davies Landscape Architects drawings DLA-1755-L-06, DLA-1755-L-07 and DLA-1755-L-08.

8.2 Replacement plants shall be implemented at the sizes and densities in Table 1 below.

Table 1: Species mix			
Trees	Size	Spec	Density
Acer campestre	14-16cm girth	Root balled	As shown
Acer campestre 'Streetwise'	18-20cm girth	Root balled	As shown
Acer x freemanii 'Autumn Blaze'	18-20cm girth	Root balled	As shown
Acre griseum	20-25cm girth	Container grown	As shown
Alnus incana 'Laciniata'	18-20cm girth	Root balled	As shown
Alnus glutinosa	18-20cm girth	Container grown	As shown
Amelanchier Ballerina	14-16cm girth - Standard	Container grown	As shown
Amelanchier canadensis	14-16cm girth - multi stem	Container grown	As shown
Amelanchier lamarckii	14-16cm girth - multi stem	Container grown	As shown
Betula pendula	18-20cm girth - multi stem	Container grown	As shown
Betula utilis 'Grayswood Ghost'	20-25cm girth - multi stem	Container grown	As shown
Carpinus betulus	18-20cm girth	Root balled	As shown
Carpinus betulus Boxhead	25-30cm girth - 3.0m clear stem	Root balled	As shown
Ginkgo biloba Emperor's Garden	20-25cm girth	Root balled	As shown
Malus profusion	14-16cm girth	Container grown	As shown
Pinus nigra	3.5m high	Container grown	As shown
Pinus pinea	4.5m high	Container grown	As shown
Pinus sylvestris	3.5m high	Root balled	As shown
Prunus avium 'Plena'	14-16cm girth	Root balled	As shown
Pyrus chanticleer	20-25cm girth	Container grown	As shown
Quercus ilex	18-20cm girth	Root balled	As shown
Quercus robur	16-18cm girth	Root balled	As shown
Tilia cordata 'Winter Orange'	25-30cm girth		
Accent plants			
Dicksonia Antarctica		50Lt	As shown
Drimys winteri	2.2-2.5m high	75Lt	As shown
Magnolia Stellata	2.2-2.5m high	100lt	As shown
Philadelphus coronaries	2.2-2.5m high	25Lt	As shown
Photinia Red Robin	1.5-1.8m high	50lt	As shown
Viburnum burkwoodii 'Anne Russell'	2.2-2.5m high	25Lt	As shown
Cornus kousa	2.2-2.5m high	50Lt	As shown
Hedge			
Buxus microphylla 'Faulkner'	20-30cm high - hedge trough	1m trough	1 per lin m
Buxus sempervirens	40-60cm high - hedge trough	1m trough	1 per lin m
Fagus sylvatica	1.2-1.5m high	Bare root	5 per lin m double staggered rows
Griselinia littoralis	0.8-1.0m high	Root balled	
Lonicera pileata	60-80cm high	10Lt	3 per lin m double staggered rows
Taxus baccata	90-1.2m high	10Lt	4 per lin m double staggered rows
Native hedge			
Acer campestre	60-90cm high	Bare root	3 per lin m double staggered rows
Corylus avellana	60-90cm high	Bare root	
Crataegus monogyna	60-90cm high	Bare root	
Ilex aquifolium	60-90cm high	5Lt	5 per lin m double staggered rows
Lonicera periclymenum	60-90cm high	3lt	
Prunus spinose	60-90cm high	Bare root	12.5%
Viburnum opulus	60-90cm high	Bare root	40%
			20%
			10%
Climbers			
Cestrum parqui	1.5-1.8m high - on trellis	20Lt	2.5%
Jasminum officinale	1.5-1.8m high - on trellis	20Lt	10%
Trachelospermum jasminoides	1.5-1.8m high - on trellis	20Lt	5%

Ferns / grasses / herbaceous		5Lt	As shown
Dryopteris blandfordii	N/A	3Lt	As shown
Dryopteris Filix-Mas	N/A	3Lt	As shown
Heuchera 'Fire Chief'	N/A	3Lt	
Heuchera 'Fireworks'	N/A	5Lt	
Hosta 'Paradise Island'	N/A	5Lt	3 per sq.m.
Hosta sieboldiana elegans	N/A	3Lt	4 per sq.m.
Miscanthus 'Morning Light'	N/A	3Lt	4 per sq.m.
Miscanthus sinensis 'Gold Bar'	N/A	3Lt	4 per sq.m.
Miscanthus 'Yakushima Dwarf'	N/A	3Lt	3 per sq.m.
Pennisetum alopecuroides	N/A	5Lt	3 per sq.m.
'Hameln'	40-60cm	5Lt	3 per sq.m.
Sasa veitchii	N/A		3 per sq.m.
Stipa gigantea			3 per sq.m.
Shrubs	20-30cm high	3Lt	3 per sq.m.
Berberis thunbergii 'Admiration'	10-15cm high	3Lt	2 per sq.m.
Bergenia 'Bressingham White'	30-40cm high	3Lt	
Ceanothus 'Blue Sapphire'	50-60cm high	3Lt	
Choisya ternata	50-60cm high	3Lt	4 per sq.m.
Choisya ternata 'Sundance'	60-90cm high	3Lt	5 per sq.m.
Cornus alba 'Sibirica'	60-90cm high	3Lt	2 per sq.m.
Cornus sanguinea	60-90cm high	3Lt	2 per sq.m.
Cornus sanguinea 'Winter Flame'	60-90cm high	3Lt	2 per sq.m.
Cornus stolonifera 'Flaviramea'	60-90cm high	3Lt	2 per sq.m.
Corylus avellana 'Purpurea'	30-40cm high	3Lt	2 per sq.m.
Escallonia Gold Ellen	20-30cm high	3Lt	2 per sq.m.
Euonymus 'Dart's Carpet'	20-30cm high	3Lt	2 per sq.m.
Euonymus Emerald 'n' Gold	20-30cm high	3Lt	1 per sq.m.
Euonymus Silver Queen	20-30cm high	3Lt	3 per sq.m.
Hebe 'Red Edge'	20-30cm high	3Lt	3 per sq.m.
Hebe 'Emerald Gem'	15-20cm high	5Lt	4 per sq.m.
Hedera helix 'Green Ripple'	40-60cm high	3Lt	4 per sq.m.
Ilex crenata 'Dark Green'	30-40cm high	3Lt	3 per sq.m.
Lonicera nitida 'Elegant'	30-40cm high	2Lt	5 per sq.m.
Lonicera nitida Maigrun	10-15cm high	3Lt	4 per sq.m.
Pachysandra 'Green Carpet'	30-40cm high	Bare root	2 per sq.m.
Prunus 'Otto Luyken'	30-40cm high	3Lt	3 per sq.m.
Rosa rugosa Alba	30-40cm high	3Lt	3 per sq.m.
Rosmarinus officinalis 'Prostratus'	30-40cm high	3Lt	5 per sq.m.
Skimmia japonica 'Fragrans'	30-40cm high	5Lt	2 per sq.m.
Skimmia japonica 'Rubella'	40-60cm high	Bare root	2 per sq.m.
Viburnum davidii	40-60cm high		2 per sq.m.
Viburnum opulus 'Compactum'			3 per sq.m.
Buffer planting	60-90cm high	Bare root	3 per sq.m.
Acer campestre	1.5-1.8m high fthd	Bare root	2 per sq.m.
Alnus glutinosa	1.5-1.8m high fthd	5Lt	2 per sq.m.
Betula pubescens	60-90cm high	Bare root	
Corylus avellana	60-90cm high	Bare root	Planted on a 0.5 or 1.0m grid
Crataegus monogyna	60-90cm high	5Lt	10%
Cornus sanguinea	60-90cm high	3Lt	5%
Ilex aquifolium	60-90cm high	Bare root	20%
Lonicera periclymenum	60-90cm high	Bare root	12.5%
Prunus spinosa	60-90cm high	Bare root	5%
Rosa canina	1.5-1.8m high fthd	Bare root	15%
Sorbus aria	1.5-1.8m high fthd	3Lt	2.5%
Sorbus torminalis	60-90cm high	Bare root	5%
Viburnum lantana	60-90cm high		2.5%
Viburnum opulus			3%
			4
			2%
			2.5%
Grass Seed Mix			
Amenity grass sward British Seed House Mix A19			
Corail Slender Creeping Red Fescue		30%	
Calliope Chewings Fescue		25%	
Abernile Perennial Ryegrass		20%	

Vesuvius Perennial Ryegrass	20%
Highland Browntop Bent	5%

Replacement Plant Sources

- 8.3 Replacement plants shall be obtained from a nursery that are members of the Horticultural Trades Association Nursery Certification Scheme and approved by the project and local authority landscape architect.
- 8.4 All replacement stock shall be of local provenance or if unavailable national provenance. Origin and provenance have the meaning given in the National Plant Specification and grown in the UK.

Implementation of Replacement Plants

- 8.5 Plant handling and planting operations shall be undertaken in accordance with Horticultural Trades Association "Handling and Establishing Landscape Plants" (Parts I-III).

Timetable for Implementation of Replacement Plants

- 8.6 The replacement of failed plants shall be undertaken by the end of the next available planting season and during the following periods:
- Deciduous trees and shrubs: Late October to late March.
 - Conifers and evergreens: September/ October or April/ May.
 - Container grown plants: At any time if ground and weather conditions are favourable.

Appendix 1 – Management Responsibilities Plan

LAND TO BE TRANSFERRED
TO MANAGEMENT COMPANY
ONCE CONSTRUCTED

HAPPY DAYS NURSERY:

A1 D1

OFFICE 1

OFFICE 2

OFFICE 3

OFFICE 4

OFFICE 5

The site is to be owned and occupied by the different parties identified who will be responsible for the management and maintenance of their building (s) and external areas in accordance with this Management and Maintenance Plan through the legal obligations of the Unilateral Undertaking.

These obligations will be bound on the land and be passed onto any future successors in title and/or tenants.

This Management Responsibility Plan identifies the boundaries of each division

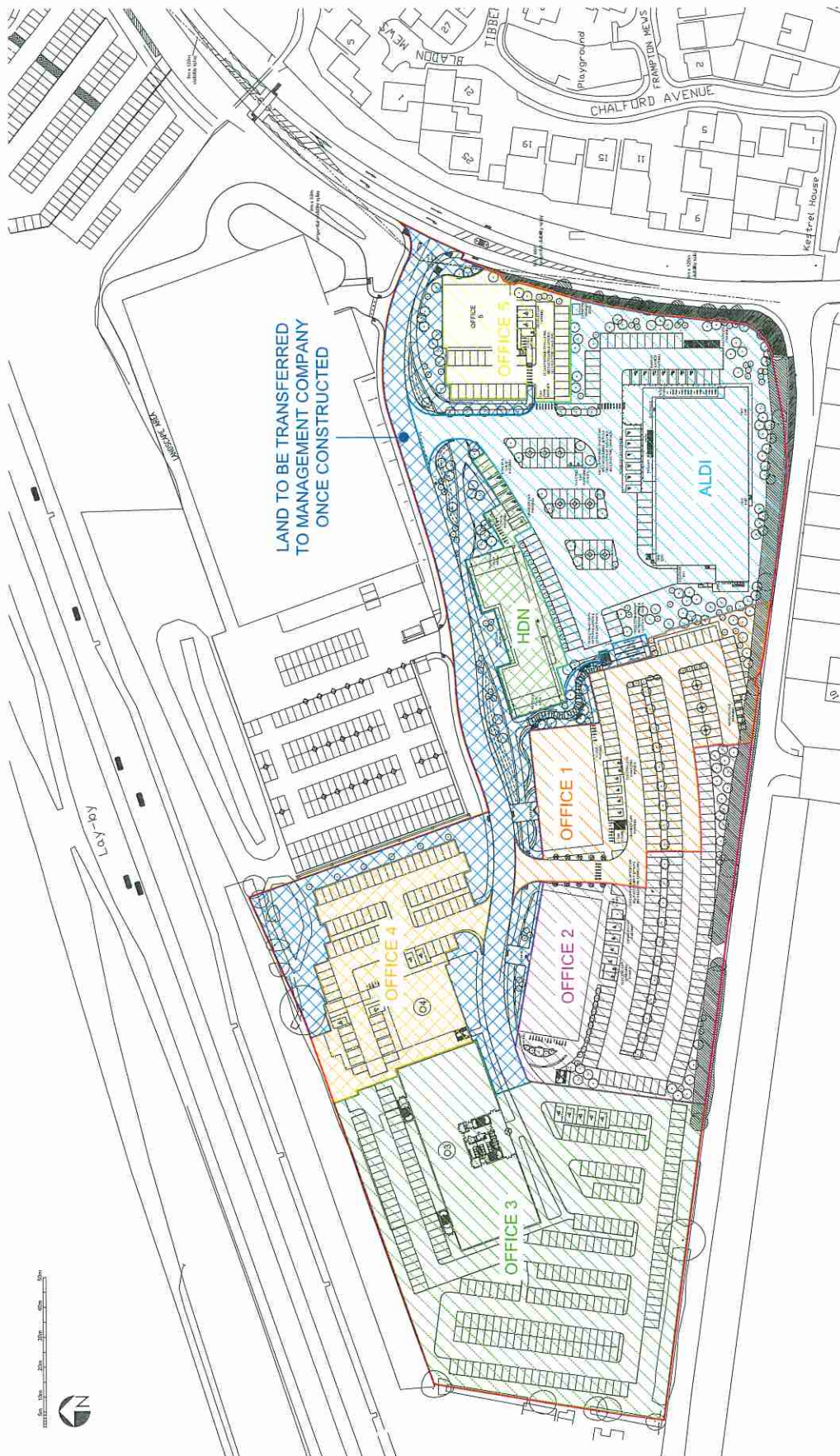
Phase 2
Corinthian Park
Grovefield Way
Cheltenham

Appeal B Proposed Management Responsibility Plan

1-500	9000	22-01-19
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172 + 110 600 110

DESIGN
DEVELOPMENT
PARTNERSHIP

[illegible]

Appendix 2 – Landscape Maintenance Areas



Client:
Hinton Group

Project Title:
Corinthian Park, Cheltenham
Phase 2

Scale 1:100	For the original use of A3
Drawn by: ASD	Checked by: -
Plotted by: ASD	Date: 23.01.2019

Planning

Drawing Originator:

DAVIESLANDSCAPE
ARCHITECTS
Suite F1, Stroud House, Russell Street, Stroud, Gloucestershire, GL8 3AH
t: 01453 700300 e: info@dave.co.uk w: www.dave.co.uk

Drawing Title:
Maintenance Plan

Job No.	Client	Project	Location	Area	Plant	Notes
1125	-	DCA	-	P	L	M

DO NOT SCALE FROM THIS DRAWING

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- Legend
- Existing boundary hedgerow and trees
 - Proposed native buffer planting
 - Proposed tree planting
 - Proposed shrub planting
 - Proposed hedgerow
 - Proposed grass sward

NOT TO SCALE

APPENDIX 2

Street and Car Park Management and Maintenance Plan

Street and Car Park Management and Maintenance Plan

Corinthian Park, Cheltenham

By Design Development Partnership
January 2019

Contents

1.0 Introduction

2.0 Objectives

3.0 Responsibility for Site Management

4.0 Paths, Road and Car Park Management

5.0 Clear Snow and supply and apply Rock Salt

6.0 Litter and Cleansing

7.0 Street Lighting

Appendices

Appendix I – Management Responsibility Plan

1.0 Introduction

This document has been prepared to support the proposed development at Corinthian Park, Cheltenham.

This document sets out the management and maintenance objectives and schedule of operations for the streets and carparks within the development. The site wide landscape management and maintenance plan sets out further measures that should be undertaken for the wider landscaped and public realm areas and this document should be read in conjunction with it.

The legal agreement for the site ensures the development carparks and streets will be maintained and managed in accordance with this plan.

2.0 Objectives of the Street and Car Park Management Plan

The key objective is to maintain the new streets and carpark areas in perpetuity to ensure a high aesthetic appearance is maintained and surfaces are fit for purpose. This will be achieved through the implementation of this management plan by parties identified in the appended Management Responsibility Plan.

Health and Safety: All work undertaken on the site by contractors, volunteers or direct employees must comply with the appropriate legislation relating to health and safety.

3.0 Responsibility for Site Management

The site is to be owned and occupied by a number of different parties who will be responsible for the management and maintenance of their building (s) and external areas in accordance with this Management and Maintenance Plan through the legal obligations of the Unilateral Undertaking.

These obligations will be bound on the land and be passed onto any future successors in title and/or tenants.

The management plan will deliver consistency of approach and maintenance standards across the different ownerships and the plan should be reviewed at every 5 years to ensure the overriding objectives are being achieved.

The appended Management Responsibility Plan identifies the boundaries of each demise.

The plan is a live document and sets out to review, monitor and adjust where necessary the short-term landscape objective. A full management review should be undertaken with the input of all landowners prior to the expiry of the initial management plan.

A record of all maintenance visits should be undertaken and kept as proof that operations are being undertaken and to help inform any changes that may need to be made to respond to site circumstances.

4.0 Paths, Road and Car Park Management

Objective	Prescription	Standard	Monitoring
Maintain Roads and paths in a safe and accessible condition	Inspections: Regular inspections to identify defects (with reference to the checklist list below) Routine Repairs: Repair or Reinstate surface where loss or damage has occurred.	Roads and paths in a safe and serviceable condition	Monthly inspections
General Drainage Maintenance To include; Drainage channels Silt pits Catch pits Manhole chambers Flow control devices Storage Attenuation	Inspections: Regular inspections to keep covers free and identify debris and defects Routine Repairs: Replacement and or resetting of grates or covers Clean system by pressure jetting	Drainage system remain in serviceable condition and covers do not present a trip or safety hazard at ground level	Every 6 months
Petrol Interceptor	Routine Maintenance: Petrol interceptor should be cleaned and maintained in accordance with the manufacture's specifications.	The interceptor is effectively filtering hydrocarbon pollutants.	Every 6 months

In relation to road, car park and path surfaces, the following is a schedule of defects that may be identified during Safety Inspections. The list is not exhaustive and can be modified, however it will form the basis for a check list to be used during inspections.

Note – the term 'surface' applies to the roads, car parks and footways.

- Debris, spillage or contamination on the surface.
- Road markings damaged, missing or badly worn.
- Sight-lines obscured by trees, bushes, unauthorised signs or other obstructions.
- Abrupt level differences in the surface.
- Potholes, cracks or gaps in the surface.
- Crowning, depression or rutting of the surface.
- Kerbing, edging or channel defects.
- Rocking or otherwise unstable surface.

- Apparently slippery surface.

5.0 Clear Snow and supply and apply Rock Salt

At times of inclement weather, the responsible parties will need to clear snow and ice and apply rock salt, evenly spread at 20 grammes per square metre, to car parks, roads and pavements.

Care shall be taken to avoid spreading rock salt near and around trees, shrubs, seed and other plant material. Any damage caused by negligence shall be fully reinstated.

6.0 Litter and Cleansing

The responsible parties shall maintain the site to a clean and litter free standard by removing all litter to the standards defined below.

Definition of Litter

'Litter' is anything whatsoever which is thrown down, dropped or otherwise deposited in, onto or from any place in the open air to which the public are permitted to have access without payment. This shall include all items, i.e. beverage containers, fast food packaging, tree branches and animal faeces.

Method of Litter Collection

Methods of litter collection may be by hand, paper picker or mechanical means.

All arisings from litter collection operations shall be immediately cleared from each plot on completion.

Objective	Prescription	Standard	Monitoring
To maintain the site as a clean and safe and predominantly litter free environment	<p>Daily litter picks and inspections of all hard and soft landscape areas and public realm</p> <p>Sweeping of paths, roads and other hard surfaces with appropriate mechanical sweepers as required, to ensure sweeping does not result in damage to services</p> <p>Wind-blown litter in ponds and watercourses to be removed as part of daily litter picks</p> <p>Additional checks and cleansing to be carried out following all flood events</p> <p>Checks and actions to remove fly posting</p>	The site shall be maintained in a predominantly litter free condition at all times	Daily checks and inspections

	Ensure any arisings from maintenance operations are removed on completion of each activity		
Ensure that litter bins are regularly emptied and do not overflow	<p>Litter bins shall be emptied as required to ensure they are never over 75% full</p> <p>Litter bins to be inspected on a regular basis and maintained in a clean and serviceable condition</p> <p>Any bin in a poor state of repair to be replaced</p>	Litter bins are in a clean and serviceable condition at all times and not overflowing	<p>Every week</p> <p>Every 2 months</p>
Site to be maintained free of Graffiti	<p>Site inspections and rapid response to any identification of graffiti</p>	<p>Offensive graffiti removed or covered within 24 hours</p> <p>Other graffiti removed or covered within 1 week</p>	Every week
Site furniture including signage to be maintained in a clean and serviceable conditions	<p>Daily inspections of all signage and furniture</p> <p>Minor repairs and cleansing to be carried out in situ as required</p> <p>Damaged items of furniture to be removed and replaced</p>	Furniture is maintained in a clean and serviceable condition	Daily checks and inspections
Ensure that highways and paths remain in a clean and accessible condition	<p>Inspections to identify defects and repairs in accordance with service level standards</p> <p>Regular sweeping of carriageways and paths</p>	All paths and roads remain accessible to all and in a safe and serviceable condition	Daily safety inspections and monthly detailed inspections
Ensure that gullies remain fully operational	<p>Gullies to be cleared twice a year at intervals of roughly six months</p> <p>Additional checks and cleansing to be carried out following all flood events</p>	All gullies to be maintained in a serviceable condition largely free of debris	

7.0 Street Lighting

Objective	Prescription	Standard	Monitoring
Ensure an appropriate level of light is being provided	Identify faulty Illuminated Street Lighting. Any item of Illuminated Street Lighting operating during day light hours are deemed to be faulty Replace lamps in accordance with the manufacturer's predetermined optimum life cycles	All Lighting is in good working order	Undertake regular day and night inspections
Ensure street lighting is functioning correctly and verify the structural and electrical condition.	All electrical equipment associated with each asset to be inspected on to verify that the asset is functioning correctly. Undertake a full visual check of the structural condition of the assets	All lighting to be in a safe and serviceable condition.	Yearly inspections

8.0 Reviewing the Maintenance and Management Plan

Qualified personnel from each ownership shall collaborate to monitor / report and adjust the short-term maintenance plan and timings twice a year.

Long-term management plan including its objectives and deliverability should be reviewed every 5 years and should be adjusted as appropriate.

Appendix I

Management Responsibility Plan

