

DATED

2026

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

DOCTORS FIELDS LIMITED

and

MANOR OAK HOMES LIMITED

DEED

Under Section 106 of the Town & Country Planning Act 1990
Relating to Land on the south side of Lucas Lane, Ashwell, Baldock and Land on the
north side of Ashwell Street, Ashwell, Baldock

THIS DEED is made the

day of

2026

BETWEEN:

- 1 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF (the "**Council**") and
- 2 **HERTFORDSHIRE COUNTY COUNCIL** of Robertson House, Stevenage, Herts, SG1 2FQ (the "**County Council**") and
- 3 **DOCTORS FIELDS LIMITED** (Company number 12099555) whose registered office is at Trevear House, Old County Court, Alverton Terrance, Penzance, Cornwall, TR18 4GH (the "**Owner**")
- 4 **MANOR OAK HOMES LIMITED** (Co. Regn. No. **07055194**) whose registered White Lodge Farm, Walgrave, Northampton, Northamptonshire, United Kingdom, NN6 9PY ("**Manor Oak**")

together "The Parties".

RECITALS

- A The Council and the County Council are the local planning authorities for the Land for the purposes of the Act.
- B The Council is a principal council for the purposes of the Local Government Act 1972.
- C The County Council is the Education Authority for the purposes of the Education Acts as defined in section 578 of the Education Act 1996, the Highway Authority for the purposes of the Highways Act 1980, the Social Services Authority, the Libraries Authority, the Fire and Rescue Authority and the Waste Disposal Authority for Hertfordshire.
- D The Owner is the registered freehold proprietor of the Land registered at HM Land Registry under Title Numbers HD541010 and HD539291, free from encumbrances that would prevent the Owner from entering into this Deed.
- E The Application was submitted to the Council for Planning Permission for the Development by Manor Oak who are promoting the Development of the Land.

- F The Council has resolved to approve the Application subject to the prior completion of this Deed.
- G The parties hereto have agreed to enter into this Deed to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to proceed pursuant to the grant of Planning Permission.

OPERATIVE PROVISIONS:

WORDS AND EXPRESSIONS

1. In this Deed the following expressions shall have the following meanings unless inconsistent with the text:

"Act"

means the Town and Country Planning Act 1990 as amended;

"Affordable Housing"

means subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF (or any subsequent replacement or modification thereof) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

"Affordable Housing Land"

means the land upon which the Affordable Housing Units will be built;

"Affordable Housing Plan"

means the plan appended to this Deed demonstrating the Dwellings which will be Affordable Housing Units for the purposes of this Deed and showing the tenure of such units or such other plan as is agreed with the Council in writing and labelled "Proposed Tenure Plan" with reference A_2133 PL120 B;

"Affordable Housing Provider"

means an organisation that is involved in the delivery and management and ownership of Affordable Housing which is registered or eligible for registration under chapter 3 part 2 of the Housing and Regeneration Act 2008 or such other body as shall be approved in writing by the Council which is capable of managing Affordable Housing and receiving grant funding from Homes England;

"Affordable Housing Units"

means the Dwellings permitted as part of the Development which are to be provided as Affordable Housing to Qualifying Persons with a Local Connection in accordance with paragraphs 1 and 2 of Part I of Schedule One and identified on the Affordable Housing Plan;

"Affordable Rented Unit"

means Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible for rented affordable housing in accordance with the definition of affordable rented housing contained in Annex 2 to the NPPF (or any subsequent replacement or modification thereof) but for the avoidance of doubt must be at an affordable rent which is subject to rent controls that require:

(i) in the case of each one or two bedroom unit a rent of no more than 80% of the equivalent local market rent (including service charges, where applicable) for one and two bedroom units respectively;

(ii) in the case of each three bedroom unit a rent of no more than 70% of the equivalent local market rent (including service charges, where applicable) for three bedroom units; and

For the avoidance of doubt all rents must be within local housing allowance (LHA) rates as are published from time to time in respect of various dwelling types.

"Application"

means the application for full planning permission for the Development submitted to the Council by Manor Oak with the application plans and other materials and allocated reference number 24/01444/FP for the "*Erection of 14 dwellings*

(including affordable housing) including creation of access from Ashwell Street, footpath link to Lucas Lane, public open space and soft and hard landscaping, biodiversity enhancement and, associated infrastructure on land north of Ashwell Street, Ashwell”;

“BCIS Index”

means the Building Cost Information Service All-in Tender Price Index published from time to time;

“BCIS Regional Factor”

means the Building Cost Information Service Tender Price Study by Location (Using 2000 boundaries data) for East of England;

“Chargee”

means a mortgagee or chargee or any receiver (including an administrative receiver appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the Owner or Affordable Housing Provider of the whole or any part of the Affordable Housing or any persons deriving title through such mortgagee or charge or Receiver;

“Childcare Contribution”

means the sum of two hundred and sixteen pounds (£216.00) (Index Linked) based on the Development Mix and which shall be applied towards the cost of increasing the capacity of 5-11 childcare facilities at Ashwell Primary School and/or provision serving the Development;

“Commencement”

means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Deed or their agents or representatives) of a material operation comprised in the Development within the meaning of Section 56 of the Act save that for the purposes of this Deed only “material operation” shall not include:

- a. site clearance;
- b. demolition of existing buildings;
- c. archaeological investigation;
- d. the assessment of contamination;
- e. remedial action in respect of any contamination;
- f. diversion and laying of services;
- g. the erection of fencing or other means of enclosure for site security;
- h. the display of advertisements;
- i. any off-site highways works

and the term "Commence" and "Commences" shall be construed accordingly;

"Committed"

in respect of any Contribution (or part thereof) payable to the Council and/or the County Council means either:

- a) contractually committed towards a purpose permitted by the terms of this Deed; or
- b) subject to a formal resolution of the Council and/or the County Council or their respective Cabinet authorising its expenditure on a specific purpose permitted by the terms of this Deed;

"County Council Contributions"

means the Childcare Contribution, the Fire and Rescue Service Contribution, the Library Contribution, the Secondary Education Contribution, the Special Educational Needs and Disabilities (SEND) Contribution, the Sustainable Transport Contribution, the Waste Service Recycling Centre Contribution, the Waste Service Transfer Station Contribution and the Youth Service Contribution;

"Contributions"

means any financial contribution payable by the Owner pursuant to this Deed to either the Council or the County Council and the term "Contribution" shall be construed accordingly.

"Development"

means the development authorised by the Planning Permission and as described within the Application;

"Development Mix"

means the mix of size and tenure of Dwellings set out in the Table in Schedule 4

"Disposal"

means the transfer of a legal estate in an Affordable Housing Unit and "Dispose" and "Disposed" shall be construed accordingly;

"District Monitoring Fee"

means 2.5% of the total value of the Contributions payable to the Council subject to a minimum sum of seven hundred and fifty pounds (£750.00) and a maximum sum of twenty-five thousand pounds (£25,000.00) (Index Linked) in consideration of the Council's monitoring of compliance with this Deed;

"Dwelling"

means an individual residential unit permitted as part of the Development and "Dwellings" shall be construed accordingly;

"Fire and Rescue Service Contribution"

means the sum of six thousand and nine pounds (£6,009.00) (Index Linked) based on the Development Mix and to be used towards the new fire station at Royston and/or provision serving the Development;

"Homes England"

means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

"Index Linked"

means that for those Contributions listed in the table at Annex 1 to be index linked by reference to the index specified in Annex 1 against such Contribution as published by the relevant organisation from time to time from a base figure as specified in Annex 1 against such Contribution to the finalised figure applicable to the quarter in which the Contribution is paid in accordance with clauses 11.1, 11.2 and 11.3;

"Interest"

means interest at four percentage points above the base lending rate of Lloyds Bank from time to time;

"Intermediate Unit"

means the Dwelling provided in the first instance and unless otherwise agreed by the Council as a Shared Ownership Unit or if otherwise agreed for sale that provides a route to ownership for those who could not achieve home ownership through the market. It may include shared ownership, relevant equity loans, other low cost homes for sale (at a price equivalent to at least 20% below local market value) and rent to buy (which includes a period of intermediate rent);

"Land"

the land on the south side of Lucas Lane, Ashwell, Baldock and land on the north side of Ashwell Street, Ashwell, Baldock which is registered with title number HD539291 and HD541010 respectively which for identification purposes only is shown edged red on the Plan;

"Library Contribution"

means the sum of Four Thousand and nineteen pounds (£4,019.00) (Index Linked) based on the Development Mix and which shall be applied towards the cost of increasing the capacity of Royston Library and/or provision serving the Development;

"Local Connection"

means that the Qualifying Person has one of the following connections to the district of North Hertfordshire:

- (i) has been continuously resident by choice in the district for the last 12 months; or
- (ii) has been resident, by choice, in the district for 3 out of the last 5 years; or
- (iii) has an immediate family member (this would normally be their mother, father, brother, sister, or adult child) resident in the district. Their residency must be by choice and have been so for a minimum of 5 years; or
- (iv) has permanent employment in the district;

"Monitoring Fee"

means the total sum of eight hundred and forty pounds (£840) (Index Linked) towards the County Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement

"Nominations Request Form"

means the nominations request form (Annex A to the 2019 – 2024 North Hertfordshire Housing Association Nominations Agreement) or such variations thereof as are approved by the Council;

"North Hertfordshire Common Housing Allocations Scheme 2024"

means the north hertfordshire common housing allocations scheme approved by the Council's cabinet on 6 February 2024 and most recently updated on 13 August 2025 (or any successor scheme approved in writing by the Council);

"North Hertfordshire Common Housing Register"

means the register of individuals with a housing need

"NPPF"

means the National Planning Policy Framework issued by the Ministry of Housing, Communities and Local Government dated December 2024 or

any Government issued policy statement amending or replacing the same from time to time;

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term "Occupied" and "Occupy" shall be construed accordingly;

"Open Market Dwelling"

means a Dwelling constructed on the Land as part of the Development which is not an Affordable Housing Unit and "Open Market Dwellings" shall be construed accordingly;

"Open Space"

means public open space within the Development including but not limited to grasslands, footpaths, hedgerows, seasonal bedding, ornamental shrub borders areas of play and all and any associated apparatus to form part of and be maintained with the open space;

"Open Space Land"

means that part of the Development identified as being Open Space pursuant to paragraph 3 of Schedule One;

"Open Space Programme"

means a programme for delivering the Open Space Scheme which for the avoidance of doubt shall include an indicative timetable for the delivery of the Open Space Scheme to be approved by the Council pursuant to paragraph 3.4 of Part I of Schedule One or such variation thereof as may be agreed in writing by the Owner and the Council;

"Open Space Scheme"

means a scheme for the laying out, landscaping, construction and maintenance of the Open Space Land as Open Space to be approved by the Council pursuant to

paragraph 3.2 of Part I of Schedule One or such variation thereof as may be agreed by the Owner and the Council;

"Parish Council"

means the Ashwell Parish Council

"Pavilion Contribution"

means the contribution sought by the Parish Council in the sum of fifty thousand seven hundred pounds (£50,700) (Index Linked) to be paid to the Council for the purpose of funding the erection of a new pavilion at the Ashwell recreation ground;

"Plan"

means the plan at Annex 2 of this Deed and labelled "Site Location Plan" with reference A_2133 EX100 A;

"Planning Permission"

means the planning permission to be granted pursuant to the Application;

"Qualifying Person"

means a person or household in need of Affordable Housing identified in accordance with the provisions below:

- (i) in the case of an Affordable Rented Unit a person accepted on to the North Hertfordshire Common Housing Register (from time to time) in accordance with the North Hertfordshire Housing Partnership Common Housing Allocation Scheme 2024; and
- (ii) in the case of an Intermediate Unit, a person who meets the eligibility criteria set by the Government from time to time and who has a Local Connection to North Hertfordshire district

and the term "Qualifying Persons" shall be construed accordingly.

"RPI Index"

means the Retail Price Index, the measure of change in the prices charged for goods and services bought for consumption in the UK produced by the Office for National Statistics from time to time;

"Secondary Education Contribution"

means the sum of one hundred and eighty eight thousand seven hundred and forty six pounds (£188,746.00) (Index Linked) based on the Development Mix and to be used towards the expansion of The Knights Templar School and/or such other secondary education provision serving the Development;

"Special Educational Needs and Disabilities (SEND) Contribution"

means the sum of twenty seven thousand two hundred and eighty five pounds (£27,285.00) (Index Linked) based on the Development Mix and which shall be applied towards the delivery of new Severe Learning Difficulty (SLD) special school places (EAST) for pupils aged 2 to 19 years old and/or provision serving the Development;

"Shared Ownership Lease"

means a lease in the form of Homes England's model shared ownership lease (or such other successor bodies and/or model form of shared ownership lease) and on terms that permit part purchase of the open market value of the equity in a unit multiples of 1% with a minimum of 10% up to a maximum of 75% of the open market value of the equity in a Shared Ownership Unit being purchased initially, with subsequent purchases up to a maximum of 80% together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council);

"Shared Ownership Unit"

means a unit of Affordable Housing to be made available by an Affordable Housing Provider under a Shared Ownership Lease and the term Shared Ownership shall be interpreted accordingly;

"SPONS Index"

means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by the Building Cost Information Service (BCIS) as collated into a single index known as the Price Adjustment Formulae Indices (Civil Engineering) Series 2 which shall apply to the Sustainable Transport Contribution and the term "SPONS" shall be construed accordingly;

"Sustainable Transport Contribution"

means the sum of ninety five thousand five hundred and sixty four pounds (£95,564.00) (Index Linked) based on the Development Mix and which shall be applied towards local transport schemes identified in the North Central Hertfordshire Growth and Transport Plan and North Herts's Local Cycling and Walking Infrastructure Plans (LCWIP);

"Waste Service Recycling Centre Contribution"

means a contribution of two thousand eight hundred and seventy seven pounds (£2,877.00) (Index Linked) based on the Development Mix and to be used towards increasing capacity at Letchworth Recycling Centre or a new recycling centre in Baldock and/or provision serving the Development;

"Waste Service Transfer Station Contribution"

means a contribution of four thousand and twenty four pounds (£4,024.00) (Index Linked) based on the Development Mix and to be used towards the new North Transfer Station and/or provision serving the Development;

"Working Day"

means any day other than a Saturday or a Sunday or a Statutory or Public Holiday;

"Youth Service Contribution"

means the sum of three thousand one hundred and seventy nine pounds (£3,179.00) (Index Linked) based on the Development Mix and which shall be applied towards increasing the capacity of young people's centres and detached work for Letchworth/Baldock and surrounding areas and/or provision serving the Development.

Where the context provides:

- 2.1 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
- 2.2 references to any Party means a party to this Deed and in the case of the Owner shall include its successors in title and assigns and any persons deriving title through or under them and in the cases of the Council and the County Council shall include successors to their respective functions;
- 2.3 where a Party includes more than one person any obligations of that Party shall be joint and several;
- 2.4 any reference to any statute or any section of a statute includes any statutory re-enactment or modification of that statute for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it;
- 2.5 any reference to clauses paragraphs and schedules unless the context otherwise requires are references to clauses paragraphs and schedules to this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears;
- 2.6 headings in the Deed shall not form part of or affect its construction;

- 2.7 where a Party is required to give consent or approval by any specific provision of this Deed such consent or approval shall not be unreasonably withheld or delayed;
- 2.8 any provision of this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Deed;
- 2.9 any covenant by the Owner not to do any act or thing includes a covenant not to willingly and knowingly permit, allow or suffer the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done; and
- 2.10 references to the Land include any part of it.

3. STATUTORY PROVISIONS AND COVENANTS

- 3.1 This Deed and the covenants within it are made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council and the County Council against the Owner and each of their successors in title and assigns to each and every part of the Land and any person deriving title to each and every part of the Land through or under the Owner (subject to Clause 3.3 and paragraph 2, Part I of Schedule One).
- 3.2 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers.
- 3.3 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof PROVIDED THAT
- 3.3.1 (other than the provisions of Part 2 of Schedule One which shall remain in force until fully complied with) an Affordable Housing

Provider and any Chargee of any Affordable Housing Provider and the owners and/or occupiers of Affordable Housing Units shall only be liable in respect of the obligations and restrictions contained in Part I of Schedule One and shall otherwise have no liability pursuant to this Deed;

3.3.2 (other than the relevant occupancy provisions of Part 1 of Schedule One which shall remain in force until fully complied with) the provisions (excluding any such obligation which is necessary to retain the Affordable Housing Units as Affordable Housing) contained in this Deed shall not be binding against any individual owner or occupier or any mortgagee of any individual owner or occupier of a Dwelling comprised within the Development;

3.3.3 the obligations and restrictions in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker or in respect of any easements relating to cables, pipes or other service media running under the Land nor enforceable against any highway authority which may be responsible for any public highway maintainable at the public expense.

3.3.4 the obligations and restrictions in this Deed shall not be enforceable against a management company to whom the Open Space has been transferred save in respect only of the maintenance obligations in respect of the Open Space contained in paragraph 3 of Schedule One.

3.4 The obligations in this Deed in favour of the County Council shall not be enforceable against an individual owner or occupier of the Development or their mortgagee or charge once the County Council Contributions have been paid by the Owner.

4. CONDITIONALITY

4.1 This Deed is conditional upon:

a) the grant of the Planning Permission; and

- b) the Commencement of Development;

SAVE THAT the provisions or clauses herein which are expressly stated to come into effect prior to Commencement of Development or are required to come into effect immediately upon completion of this Deed.

5. PLANNING OBLIGATIONS

- 5.1 The Owner covenants with the Council and the County Council to observe the restrictions and to perform the obligations and activities specified in Schedule One to this Deed.
- 5.2 The Council covenants with the Owner to perform the obligations or activities specified in Schedule Two to this Deed.
- 5.3 The County Council covenants with the Owner and the Council to perform the obligations or activities specified in Schedule Three to this Deed.

6. EXERCISE OF THE POWERS OF THE COUNCIL AND THE COUNTY COUNCIL

Nothing in this Deed whether express or implied shall prejudice or affect the rights discretion powers duties and obligations of the Council or the County Council under any statute, bye-law, statutory instrument, order or regulation in the exercise of its functions as local planning authority, principal council, education authority, highway authority, social services authority, waste disposal authority, fire and rescue authority and library authority.

7. WAIVER

No waiver whether expressed or implied by the Council or the County Council of any breach or default by the Owner in performing or observing any of the covenants in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing or from acting upon any subsequent breach or default of any of the covenants.

8. CONSENTS

The Owner warrants and confirms that it is the freehold owner of the Land with full power to enter into this Deed and that no other party has an interest in the Land save as disclosed in writing to the Council and the Director of Law and Governance of the County Council prior to completion of the Deed.

9. **SUCCESSORS IN TITLE**

9.1 No person shall be liable for breach of any covenants or obligations in this Deed occurring after the date on which they have parted with their entire interest in the Land PROVIDED THAT they will remain liable for any breach occurring before that date. Neither the reservation of rights nor the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purposes of this clause.

9.2 Any future charge over the Land shall take effect subject to this Deed PROVIDED THAT the mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

10. **PLANNING PERMISSION**

10.1 This Deed shall cease to have effect if the Planning Permission is quashed, revoked, expires, is modified by any statutory procedure without the consent of the Owner or is otherwise withdrawn and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.

11. **EXPENDITURE, INTEREST AND INDEXATION**

11.1. Where any sum in Schedule One as set out in Annex 1 is required to be Index Linked by reference to the **BCIS Index** figure as set out in Annex 1 to the finalised figure applicable to the quarter in which the contribution is paid and that sum payable shall be increased in accordance with any increase in the BCIS Index by the application of the formula:

11.1.1 $A = B \times (C \div D)$; or

11.1.2 In relation to the Secondary Education Contribution and the Special Educational Needs and Disabilities (SEND) Contribution $A = B \times (C \div D) \times E/100$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the BCIS Index for the date upon which the interim payment described below is actually paid; and,

D is the relevant BCIS Base Date Index figure applicable to the quarter as set out in Annex 1

E is the BCIS Regional Factor on the date which the Secondary Education Contribution or the Special Educational Needs and Disabilities (SEND) Contribution as appropriate is paid;

where $C \div D =$ is equal to or greater than 1; and

$E/100 =$ is equal or greater than 1.

- 11.2 Where any sum in Schedule One as set out in Annex 1 is expressed to be Index Linked by reference to **RPI Index** that sum shall be increased by application of the formula:

$A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the Office of National Statistics Index of Monthly Retail Prices Information figure for the date upon which the interim payment described below is actually paid;

D is the relevant Office of National Statistics Index of Monthly Retail Prices Information Base Date Index figure applicable to the quarter as set out in Annex 1; and,

where $C \div D =$ is equal to or greater than 1.

- 11.3 Where any sum in Schedule One as set out in Annex 1 is expressed to be Index Linked by reference to **SPONS Index** that sum shall be increased by application of the formula:

$A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the SPONS Index for the date upon which the interim payment described below is actually paid;

D is the relevant SPONS figure specified in Annex 1; and,

where $C \div D =$ is equal to or greater than 1

- 11.4 The Monitoring Fee shall be Index Linked by reference to the RPI Index figure of January 2024 to the finalised figure applicable to the month in which the Monitoring Fee is paid.
- 11.5 It is further agreed by the Parties that if prior to the receipt of the Contributions payable to the Council or the County Council Contributions the Council or the County Council incurs any expenditure in providing additional facilities the need for which arises from or in anticipation of the Development in relation to the purpose for which such Contribution is paid then the Council or the County Council may immediately following receipt of such Contributions apply such expenditure incurred.
- 11.6 If any payment due to the Council under this Deed by the Owner is paid late, Interest shall be added to such payment on a daily basis from the due date to the date of payment.
- 11.7 Any money payable to the County Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.
- 11.8 Where any sum to be paid by the Owner to the County Council under the terms of this Deed is required to be Index Linked then an interim payment shall initially be made based on the latest available figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the County Council to the payer of the interim payment (as the case may be) once the relevant indices have been finalised

12. **COSTS & MONITORING FEE**

- 12.1 Manor Oak shall pay the Council's and the County Council's reasonable legal costs plus disbursements incurred in connection with the preparation negotiation and completion of this Deed prior to upon completion of this Deed.
- 12.2 The Owner shall pay to the Council the District Monitoring Fee on or before the Commencement of Development

12.3 The Owner shall pay to the County Council the Monitoring Fee before Commencement of the Development

13. **REGISTRATION OF THIS DEED**

This Deed shall be registered as a local land charge following completion of this Deed by the Council as local planning authority.

14. **THIRD PARTIES**

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of its terms and provisions on any person who is not a Party or a successor in title to a Party.

15. **NOTICE**

The Owner shall give the Council and the County Council no less than five (5) Working Days' written notice of

15.1 the Commencement of the Development;

15.2 the Occupation of the 1st Dwelling;

15.3 the completion of the Development.

15.4 any change of any interests in the Land occurring before all of the obligations under this Deed 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) together with the area of Land purchased by reference to a plan **PROVIDED ALWAYS** that this shall not apply to disposals of individual Dwellings nor to disposals to statutory undertakers.

16. **SERVICE OF NOTICES AND DOCUMENTS**

Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Five and shall contain the Application reference number 24/01444/FP and reference to the date of this Deed and shall be sufficiently given if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:-

The Council	Development and Conservation Manager North Hertfordshire District Council, Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF
The County Council	Director of Law and Governance Hertfordshire County Council, 1 st Floor Robertson House, Six Hills Way, Stevenage, SG1 2FQ (ref 028436)
The Owner	At the address stated in this Deed

17 DETERMINATION OF DISPUTES

In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

- 17.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement;
- 17.2 If agreement cannot be reached the matter in dispute shall be referred, to and settled by some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert on the application of either party after giving notice in writing to the other party to this Deed;
- 17.3 The person to be appointed pursuant to clause 17.2 shall be a person having not less than ten years or more post qualification experience of projects comprising works of the scale and nature of the Development;
- 17.4 Reference to the expert shall be on terms that determination shall take place within 28 Working Days of the expert accepting his instructions;
- 17.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares;
- 17.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision;
- 17.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute;

- 17.8 For the avoidance of doubt references to 'party' or 'parties' in clause 17.1 exclude the County Council and the County Council shall not be required to submit to or be bound by the provisions of Clauses 17.1 -17.7.

18 **MISCELLANEOUS**

- 18.1 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and/or the County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter any part of the Land to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed provided that the Council or County Council comply with any reasonable on site health and safety requirements of the Owner during any such inspection.
- 18.2 At the written request of the Owner **SUBJECT TO** being not more than six times in any calendar year at any time after any planning obligation or all of the planning obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owner with written confirmation of the discharge of the relevant planning obligations and/or the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 18.3 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted whether before or after the date of this Deed by the Council the County Council or the Secretary of State or any other competent authority
- 18.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall be made in writing and where a request is made the approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.
- 18.5 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council or the County Council of any powers

exercisable by them respectively under the 1990 Act or under any other Act or authority.

19. PLANNING CONSENTS GRANTED PURSUANT TO SECTION 73 OF THE ACT

19.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) relating to the Planning Permission and unless otherwise agreed between the Council and the County Council, with effect from the date that the new planning permission is granted pursuant to Section 73 of the Act (as amended) relating to the Planning Permission:

19.2 The obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Land granted pursuant to Section 73 of the Act relating to the Planning Permission and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

19.3 The definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act relating to the Planning Permission, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

19.4 This Deed shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Deed relate to and bind the Land in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended) relating to the Planning Permission"

PROVIDED THAT nothing in this clause 19 shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or of the Council or the County Council the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106A of the Act and provided further that to the

extent that any of the obligations in this Deed have already been discharged at the date that any new planning permission is granted under Section 73 of the Act they shall remain discharged for the purposes of that new planning permission.

20 JURISDICTION

20.1 This Deed is to be governed by and interpreted in accordance with the laws of England.

20.2 The Courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed. This clause operates for the benefit of all of the parties and the Council and the County Council who retain the right to sue and enforce any judgment against the Owner in the courts of any competent jurisdiction.

21 VALUE ADDED TAX

All consideration given in accordance with the terms of this Deed shall be exclusive of any valued added tax properly payable.

22 EXECUTION

The Parties have executed this Deed as a deed and it is delivered on the date set out above.

23. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE ONE

PART I

OWNER'S COVENANTS TO THE COUNCIL

Affordable Housing

1. The Owner covenants with the Council:
 - 1.1 that the Owner shall ensure that 4 (four) Dwellings to be built on the Land shall be Affordable Housing Units;
 - 1.2 that the Owner shall ensure that 3 (three) of the Affordable Housing Units are Affordable Rented Units and 1 (one) of the Affordable Housing Units is an Intermediate Unit with priority given to the delivery as a Shared Ownership Unit (unless otherwise agreed in writing with the Council);
 - 1.3 to provide the following types of Affordable Housing Units (unless otherwise agreed in writing by the Council) as
 - 1.3.1 as Affordable Rented Units:
 - 1 x 2 bedroom house
 - 1 x 2 bedroom bungalow
 - 1 x 3 bedroom bungalow
 - 1.3.2 as Intermediate Unit:
 - 1 x 2 bedroom house
 - 1.4 the Affordable Housing Units shall be designed and constructed so as to meet the standards contained in Nationally Described Space Standards;
 - 1.5. to provide the Affordable Housing Units in accordance with the Affordable Housing Plan;

1.6 not to Occupy more than five (5) of the Open Market Dwellings until all of the Affordable Housing Units:

1.6.1 have been constructed to the Council's satisfaction in accordance with the requirements set out in **paragraph 1.4** above, the Planning Permission and to such standard as would enable immediate Occupation by a purchaser, tenant or lessee of the Affordable Housing Units; and

1.6.2 those Affordable Housing Units have been transferred to an Affordable Housing Provider.

1.7 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, all nominations will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme 2024 and a Nominations Request Form has been submitted to the Council for all Affordable Rented Units. The Council shall have the right to nominate a Qualifying Person to Occupy each of the Affordable Rented Units as referred to in **paragraph 1.17** (or such variation or substitution issued by the Council thereafter or as agreed between the Affordable Housing Provider and the Council);

1.8 that the transfers referred to in **paragraph 1.6.2** shall contain the following:

1.8.1 the grant by the Owner to the Affordable Housing Provider of all rights of access from the public highway and full and free passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

1.8.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development;

1.8.3 covenants by the Affordable Housing Provider that:

1.8.3.1 subject to **paragraph 2** below, each Affordable Housing Unit shall be used for no other purpose than Affordable Housing;

- 1.8.3.2 subject to **paragraph 2** below, the grant of a lease, tenancy or Shared Ownership Lease in any Affordable Housing Unit shall be restricted to a Qualifying Person with a Local Connection to North Hertfordshire district.
- 1.9 that subject to **paragraph 1.10 and paragraph 2** below the grant or assignment of a tenancy, lease or Shared Ownership Lease of any Affordable Housing Unit shall be restricted to a Qualifying Person with a Local Connection to Ashwell;
- 1.10 that subject to **paragraph 2** if no Qualifying Person satisfies the requirements of paragraph 1.9 above then the grant or assignment of any tenancy, lease or Shared Ownership Lease of any Affordable Housing Unit shall be made to a Qualifying Person with a Local Connection to North Hertfordshire district;
- 1.11 that subject to **paragraph 2** the Owner (here and elsewhere in this paragraph meaning the owner of the Affordable Housing Units) shall not Dispose of a freehold or leasehold estate in the Affordable Housing Units or the Affordable Housing Land other than to another Affordable Housing Provider which shall observe the covenants contained in this Deed;
- 1.12 that the Owner shall notify the Council immediately in the event of service of any notice under Sections 40 and 41 of the Housing Act 1996 or any notice, order or direction served, made or given under Schedule One Part IV of the Housing Act 1996 (or any replacement provisions to any of the above in the Housing and Regeneration Act 2008 or any subsequent statutory re-enactments or modifications thereof);
- 1.13 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be used or Occupied other than for the provision of Affordable Housing in accordance with the terms of this Deed;
- 1.14 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be provided pursuant to **paragraph 1.3.1** to be used or Occupied other than as Affordable Rented Units in accordance with the terms of this Deed;
- 1.15 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Intermediate Unit to be provided pursuant to **paragraph 1.3.2** to be

used or Occupied other than as an Intermediate Unit in accordance with the terms of this Deed;

1.16 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be used or Occupied other than by Qualifying Persons and their dependants;

1.17 that subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, the Council shall have the right to nominate a Qualifying Person to Occupy the Affordable Rented Units as follows:

1.17.1 the right to nominate Qualifying Persons to Occupy all of the Affordable Rented Units in respect of the first Disposal (by way of lease or otherwise) of all of the Affordable Rented Units; and

1.17.2 the right to nominate Qualifying Persons to Occupy two out of every three of the Affordable Rented Units in respect of the second and subsequent Disposal of the Affordable Rented Units (by way of lease, assignment or otherwise);

1.18 that subject to **paragraph 2** below the Owner shall not Occupy or permit any Intermediate Unit to be Occupied other than as an Intermediate Unit pursuant to a Shared Ownership Lease to a Qualifying Person with a Local Connection to North Hertfordshire district.

2. The Affordable Housing provisions in this Deed shall not be binding or enforceable against:

2.1 any person who shall acquire the freehold or leasehold interest in any Affordable Housing Unit pursuant to any statutory right of acquisition and any successor in title or mortgagee of that person;

2.2 a Chargee which shall have the benefit of a legal mortgage or charge secured against the Affordable Housing Provider's estate or interest in any Affordable Housing Unit(s) on the Affordable Housing Land who wishes to exercise its power of sale (or any person deriving title from such Chargee) **PROVIDED THAT** the Chargee or receiver or manager appointed by the Chargee has notified the Council in writing that it wishes to exercise its statutory power of sale and for a period of three months from such written notification the Chargee having used reasonable endeavours has not completed the Disposal of the Affordable Housing Unit(s) to an Affordable

Housing Provider **PROVIDED THAT** nothing in this paragraph shall require the Chargee to Dispose of the Affordable Housing Unit(s) at a price which is less than the outstanding balance of its legal mortgage or charge over the Affordable Housing Unit(s) (including interest, costs and expenses) **FOR THE AVOIDANCE OF DOUBT** if such Disposal has not completed within the three month period from such written notification the Chargee, shall be entitled to Dispose of the Affordable Housing Unit(s) free from the Affordable Housing provisions in this Deed;

- 2.3 a Chargee which shall have the benefit of a legal mortgage or charge secured against a tenant's estate or interest (leased by an Affordable Housing Provider) in a Shared Ownership Unit who wishes to exercise its power of sale (or any person deriving title from such Chargee) **PROVIDED THAT** the Chargee has notified the Council in writing that it wishes to exercise its statutory power of sale and for a period of two months from such written notification the Chargee having used reasonable endeavours has not completed the Disposal of the Shared Ownership Unit to an Affordable Housing Provider or Qualifying Person **PROVIDED THAT** nothing in this paragraph shall require the Chargee to Dispose of the Shared Ownership Unit at a price which is less than the outstanding balance of its legal mortgage or charge over the Shared Ownership Unit (including interest, costs and expenses) **FOR THE AVOIDANCE OF DOUBT** if such Disposal has not completed within the two month period from such written notification the Chargee, shall be entitled to Dispose of the Affordable Housing Unit(s) free from the Affordable Housing provisions of this Deed;
- 2.4 any successors in title to or any persons deriving title through or with title paramount to any of the persons referred to sub-paragraphs 2.1 – 2.3.

3. Open Space

The Owner covenants with the Council:

- 3.1 to submit the Open Space Scheme to the Council for approval prior to the Commencement of the Development;

- 3.2 not to Commence Development until it has submitted to and obtained the Council's written approval of the Open Space Scheme;
- 3.3 to submit the Open Space Programme to the Council for approval prior to the Commencement of the Development;
- 3.4 not to Commence Development until it has submitted to and obtained the Council's written approval of the Open Space Programme;
- 3.5 to lay out the Open Space Land in accordance with the Open Space Scheme and the Open Space Programme (both as approved by the Council) and fully implement and comply with the Open Space Scheme and the Open Space Programme (as approved in writing by the Council);
- 3.6 not to cause or permit the Occupation of more than 75% of the Dwellings until the Open Space Land has been laid out fully in accordance with the Open Space Scheme and the Open Space Programme (both as approved in writing by the Council) to the Council's satisfaction and the Owner has provided to the Council a certificate of completion from a suitably qualified professional in respect of the Open Space Land;
- 3.7 following the Commencement of the Development to offer to transfer all areas of the Open Space Land to the Parish Council and where the Parish Council agree terms for the said transfer (to include transfer at nil consideration and subject to covenants that the same shall only be used for Open Space in perpetuity and on such other terms as the Owner and the Parish Council consider are reasonable) the said areas of Open Space Land shall be transferred within three months following the issue of the certificate of completion of the Open Space or such other period as the Owner and the Parish Council may agree in writing and the Owner shall notify the Council in writing of any agreed other period.
- 3.8 Where terms have not been agreed with the Parish Council or the Parish Council have failed to contractually agree to take a transfer of the Open Space Land prior to the first Occupation of the first Dwelling the Owner will retain and be responsible for managing and maintaining the Open Space in accordance with the approved Open Space Scheme but may in their discretion appoint a management company to manage and maintain the

Open Space or transfer the Open Space Land to a management company and such appointment and/or transfer shall be first agreed in writing with the Council together with the funding arrangements for the said management company and for the avoidance of doubt any approved management company shall thereafter be appointed and/or the Open Space transferred to such management company to manage and maintain the Open Space in accordance with the approved Open Space Scheme

- 3.9 not to use the Open Space Land for any use or purpose other than as Open Space for use by and for the enjoyment of the public in perpetuity.

4 Pavilion Contribution

The Owner covenants with the Council as follows:

- 4.1 to pay the Pavilion Contribution to the Council prior to the first Occupation of the third Dwelling and
- 4.2 not to cause or permit first Occupation of the third Dwelling until it has paid the Pavilion Contribution to the Council.

5 Wheelchair User Adaptable Dwellings

The Owner covenants with the Council as follows:

- 5.1 the Dwellings at plot 4 and plot 5 will be delivered as wheelchair user adaptable Dwellings (M4(3)) in accordance with the approved plan with reference A_2133 PL130 B and titled "Proposed Inclusivity Plan" at Annex 2 of this Deed.

PART II

CONTRIBUTIONS TO THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:

1 Library Contribution

- 1.1 to pay the Library Contribution to the County Council prior to the Commencement of Development; and
- 1.2 not to cause or permit Commencement of Development until it has paid the Library Contribution to the County Council.

2 Secondary Education Contribution

- 2.1 to pay the Secondary Education Contribution to the County Council prior to Commencement of Development; and
- 2.2 not to cause or permit Commencement of Development until it has paid the Secondary Education Contribution to the County Council.

3 Special Educational Needs and Disabilities (SEND) Contribution

- 3.1 to pay the Special Educational Needs and Disabilities (SEND) Contribution to the County Council prior to the Commencement of Development; and
- 3.2 not to cause or permit the Commencement of Development until it has paid the Special Educational Needs and Disabilities (SEND) Contribution to the County Council.

4 Sustainable Transport Contribution

- 4.1 to pay the Sustainable Transport Contribution to the County Council prior to the first Occupation of the third Dwelling of Development; and
- 4.2 not to cause or permit first Occupation of the third Dwelling until the Sustainable Transport Contribution has been paid to the County Council.

5 Youth Service Contribution

- 5.1 to pay the Youth Service Contribution to the County Council prior to the Commencement of Development; and
- 5.2 not to cause or permit the Commencement of Development until it has paid the Youth Service Contribution to the County Council.

6. Waste Service Transfer Station Contribution

- 6.1 To pay the Waste Service Transfer Station Contribution to the County Council prior to the Commencement of Development and;
- 6.2 not to cause or permit the Commencement of Development until the Waste Service Transfer Station Contribution has been paid to the County Council;

7. Waste Service Recycling Centre Contribution

- 7.1 To pay the Waste Service Recycling Centre Contribution to the County Council prior to the Commencement of Development and;
- 7.2 not to cause or permit the Commencement of Development until the Waste Service Recycling Centre Contribution has been paid to the County Council;

8. Childcare Contribution

- 5.1 to pay the Childcare Contribution to the County Council prior to the Commencement of Development; and
- 5.2 not to cause or permit the Commencement of Development until it has paid the Childcare Contribution to the County Council.

9. Fire and Rescue Service Contribution

- 9.1 To pay the Fire and Rescue Service Contribution to the County Council prior to the Commencement of Development and;
- 6.2 not to cause or permit the Commencement of Development until the Fire and Rescue Service Contribution has been paid to the County Council;

SCHEDULE TWO

COUNCIL'S COVENANTS

- 1 The Council covenants with the Owner to pay the Pavilion Contribution into an interest-bearing account with the Council's bankers and together with all interest that may from time to time accrue the said monies will be applied by the Council towards the provision of the relevant facilities as specified in the definition of each such contribution.
- 2 If any part of the Pavilion Contribution paid to the Council has not been expended or Committed to be spent by the Council within ten years of the date of receipt by the Council, the Council shall repay any such unexpended sum with any interest accrued thereon to the party who made that payment and for the avoidance of doubt the Council shall only pay to the Parish Council the Pavilion Contribution once the Parish Council have confirmed in writing that they have let a contract for the construction of the new pavilion at the recreation ground in Ashwell and upon receipt of appropriate evidence to the satisfaction of the Council PROVIDED THAT if the Pavillion Contribution is paid to the Parish Council the Council shall be released from the obligations of this paragraph 2 and paragraph 4 of this Schedule 2.
- 3 Subject to **clause 18.2** at the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed.
- 4 The Council shall when requested in writing by the Owner provide details to the Owner of the expenditure of all the Contributions received by the Council in order to verify compliance with the terms of this Deed and expenditure on the purposes herein specified.

SCHEDULE THREE

COUNTY COUNCIL'S COVENANTS

- 1 The County Council covenants with the Owner that it will apply the County Council's Contributions towards the provision of the relevant facilities as specified in the definition of each such contribution.
- 2 The County Council further covenants with the Owner that it will on receipt of a written request by the Owner pay to the Owner a sum equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended allocated committed or approved in accordance with the provisions of this Deed within 10 (ten) years of the date of receipt by the County Council of notification of the Completion of the Development pursuant to clause 15.3 PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unallocated uncommitted or unapproved sum together with accrued interest shall be released free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the Development and in full compliance with Regulation 122 of the CIL Regulations 2010.
- 3 At the written request (limited to three (3) occasions per year) of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed and upon receipt by the County of its reasonable costs of doing so.

SCHEDULE FOUR

Development Mix

HOUSES		
Number of Bedrooms	A) Open Market & Shared Ownership*	B) Affordable Rent**
1	0	0
2	2	2
3	5	1
4+	4	0
Total	11	3

FLATS		
Number of Bedrooms	A) Open Market & Shared Ownership*	B) Affordable Rent**
1	0	0
2	0	0
3	0	0
4+	0	0
Total	0	0

The tenure terms set out in the tables reflect the terminology used with the submitted Application. Should alternative definitions/types of tenure of units be applicable in the future (e.g. as reflected in updated Hertfordshire County Council guidance) then they should be characterised and included as follows:

** Tenure characteristics similar to open market dwellings and dwellings provided for sale that offers a route to ownership for those who could not achieve home ownership through the market (or other tenures which display these types of characteristics)*

*** Tenure characteristics of 100% rented, reflecting needs assessed dwellings for which the rent is set below local market rents (or other tenures which display these types of characteristics)*

SCHEDULE FIVE

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC LEGAL REFERENCE28436.....

SITE ADDRESS

.....

.....

.....

SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

Occupation of Development (Number if relevant) – date:.....

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X+Y £	Herts County Council

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

- a) Director of Law and Governance
Hertfordshire County Council
1st Floor Robertson House,
Six Hills Way
Stevenage
SG1 2FQ

growth@hertfordshire.gov.uk
(Ref : 028436)

- b) The Development and Conservation Manager
North Hertfordshire District Council, Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire, SG6 3JF(22/03094/FP)

Annex 1

Contribution	Amount	Index to be applied	Base Date Index of Application
COUNCIL CONTRIBUTIONS			
District Monitoring Fee	2.5% of the total value of the Contributions payable to the Council	RPI	Q4 2023
Pavilion Contribution	£50,700	BCIS	1Q 2022
COUNTY COUNCIL CONTRIBUTIONS			
Library Contribution	£4,019	BCIS	1Q 2024
Fire and Rescue Service Contribution	£6,009	BCIS	1Q 2024
Monitoring Fee	£840	RPI	January 2024
Secondary Education Contribution	£188,746	BCIS (including the BCIS Regional Factor)	1Q 2024
Special Educational Needs and Disabilities (SEND) Contribution	£27,285	BCIS (including the BCIS Regional Factor)	1Q 2024
Sustainable Transport Contribution	£95,564	SPONS	1Q 2024
Youth Service Contribution	£3,179	BCIS	1Q 2024
Waste Service Transfer Station Contribution	£4,024	BCIS	1Q 2024
Waste Service	£2,877	BCIS	1Q 2024

Recycling Centre Contribution			
Childcare Contribution	£216	BCIS	1Q 2024

Annex 2

Plan

Affordable Housing Plan

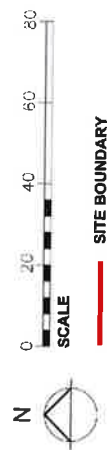
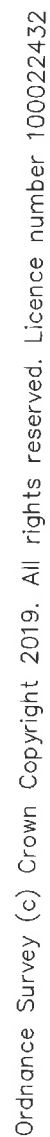
Proposed Inclusivity Plan

AT ARCHITECTURE LIMITED
WWW.ATARCHITECTURE.COM
COPING HOUSE, CLIFTONVILLE, NW1 5EE
ASHLEY.THOMPSON@AT-ARCHITECTURE.LK

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CHECKED ON SITE

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A	LB	DATE	GENERAL AMENDMENTS	DETAILS
NOV 87				



Ashwell Street
ASHWELL

Following title:

Site Location Plan

SCALE	STAGE	DATE
1:1250 (A3)	Planning	Sept 2024

A_2133 EX100 A

NOTES:

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Private Sale Homes
10 (71%)
Affordable Homes
4 (29%)

B LJB 01.11.24 LANDSCAPE BUFFER ADDED
A LJB 16.06.24 BOUNDARY AMENDED
REV. BY: DATE DETAILS



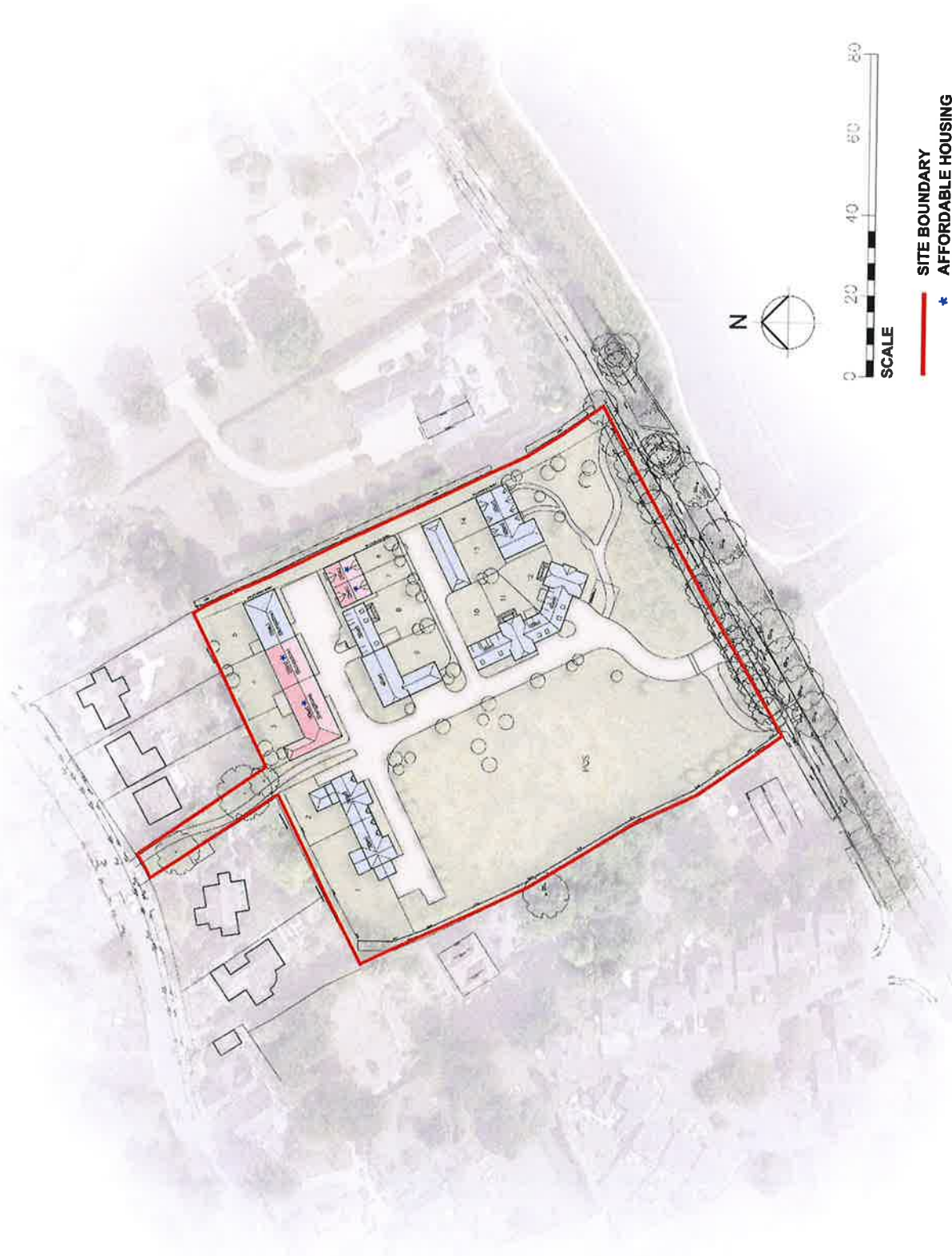
PROJECT:

Ashwell Street
ASHWELL

DRAWING TITLE:

Proposed Tenure Plan

SCALE 1:1000 (A3)
STAGE Planning
DATE Jun 2024
DRAWING NO. A_2133 PL120
REVISION B



SCALE
0 20 40 60 80
SITE BOUNDARY
AFFORDABLE HOUSING

NOTES:

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- Visible Dwellings (M4(1))
8 (57%)
- Accessible and adaptable
Dwellings (M4(2))
4 (29%)
- Wheelchair user adaptable
Dwellings (M4(3))
2 (14%)



B	L28	21.11.24	LANDSCAPE BUFFER ADDED
A	L29	15.08.24	BOUNDARY AMENDED
REV	BY	DATE	DETAILS



PROJECT

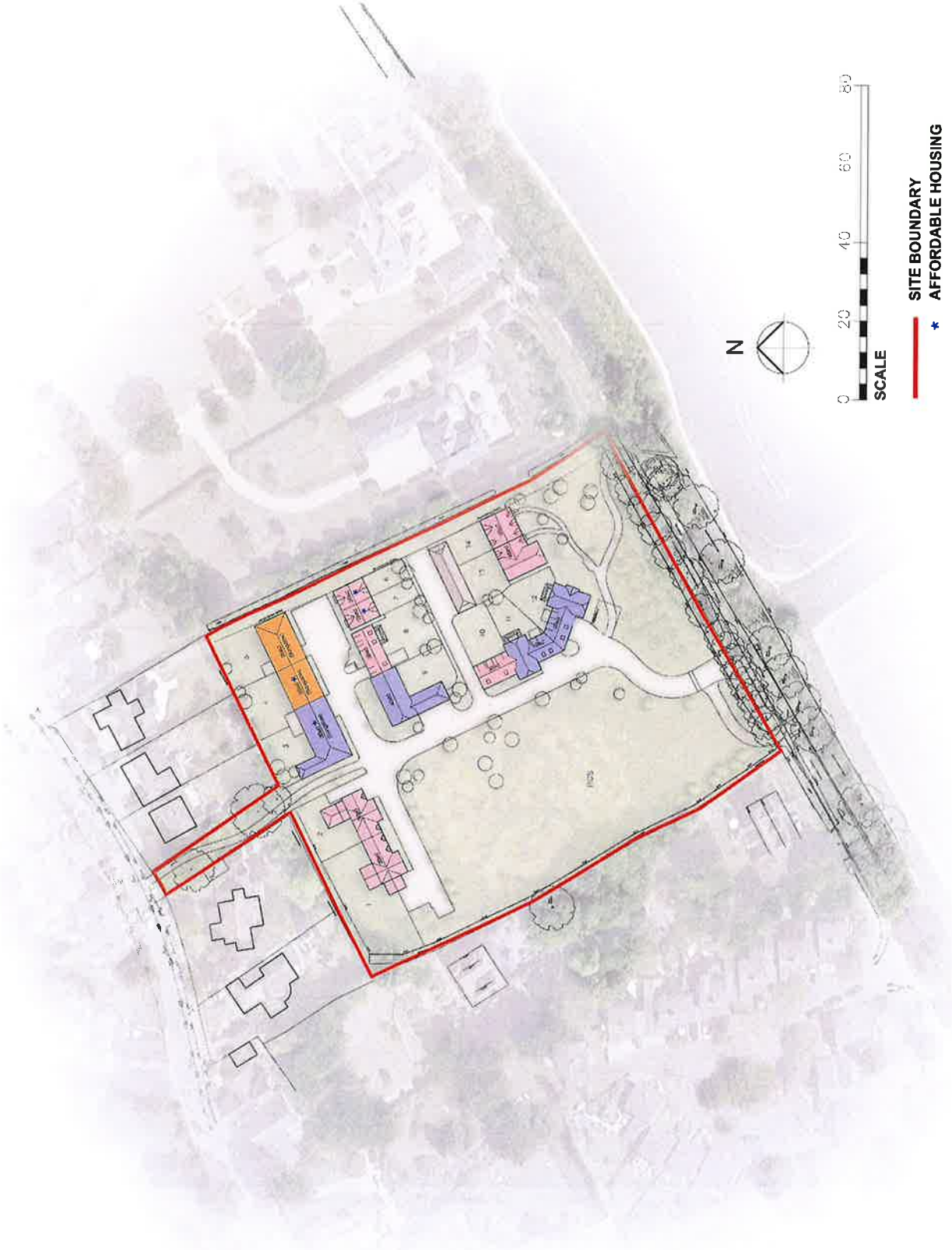
Ashwell Street
ASHWELL

DRAWING TITLE

Proposed Inclusivity Plan

SCALE	STAGE	DATE	REVISION
1:1000 (A3)	Planning	Jun 2024	
DRAWING NO			

A_2133 PL130 B



SITE BOUNDARY
★ AFFORDABLE HOUSING

EXECUTED and DELIVERED as a **DEED** on the date of this document

EXECUTED under the Common Seal of

NORTH HERTFORDSHIRE

DISTRICT COUNCIL

in the presence of:

Duly Authorised Officer

EXECUTED under the Common Seal of

HERTFORDSHIRE COUNTY COUNCIL

in the presence of:

Chief Legal Officer/ Assistant Chief Legal Officer

EXECUTED as a **DEED** by

DOCTORS FIELDS LIMITED

acting by a Director

In the presence of a witness;

Director

Witness

Witness Name

Witness Address

EXECUTED as a **DEED** by
MANOR OAK HOMES LIMITED
acting by a Director
In the presence of a witness

Director

Witness

Witness Name

Witness Address