

DATED 19TH JUNE 2026

CHRISTOPHER JOHN SCHWICK and CHRISTINE VANESSA SCHWICK

and

BECK DEVELOPMENTS LIMITED

to

HERTFORDSHIRE COUNTY COUNCIL

and

NORTH HERTFORDSHIRE DISTRICT COUNCIL

UNILATERAL UNDERTAKING

made under Section 106 of the Town and Country Planning Act 1990
relating to the development of land off Station Road, Ashwell

Application Number 25/02547/FP

THIS UNILATERAL UNDERTAKING is given on the 19TH day of JUNE 2026

BY:

- 1 **CHRISTOPHER JOHN SCHWICK and CHRISTINE VANESSA SCHWICK** of West Point Newnham Way Ashwell Baldock Herts SG7 5PN ("the Owner") and
- 2 **BECK DEVELOPMENTS LIMITED** (Co. Regn. No. 3183243) whose registered office is at Backridge House, Twitter Lane, Balshall Eaves, Clitheroe, England, BB7 3LQ ("the Developer")

TO:

- 3 **HERTFORDSHIRE COUNTY COUNCIL** of Robertson House, Stevenage, Herts, SG1 2FQ ("the County Council") and
- 4 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices, Gernon Road, Letchworth Garden City, SG6 3JF ("the Council")

RECITALS:-

- A The County Council and the 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 HD383946 and HD441402 free from encumbrances that would prevent the Owner from entering into this Unilateral Undertaking save for the Charges.
- E The Developer has an interest in the Land under two legal charges dated 29 September 2016 over Title Numbers HD383946 and HD441402 ("the Charges") made between the Owner and the Developer and consents to the Owner entering into this Deed.
- F On 17th October 2025 the Developer submitted the Application to the Council for Planning Permission for the Development.
- G The Council refused the Application on 16th April 2026.
- H An appeal under Section 78 of the 1990 Act in respect of the refusal of the Application was submitted by the Developer to the Secretary of State's Planning Inspectorate. .

NOW THIS UNILATERAL UNDERTAKING WITNESSES as follows:-

1 INTERPRETATION

- 1.1 For the purposes of this Unilateral Undertaking the following words and expressions shall unless the context otherwise requires have the following meanings:-

"the 1990 Act"	means the Town and Country Planning Act 1990 (as amended).
"Appeal"	means the appeal to the Secretary of State following the refusal of the Application by the Council.

“Appeal Reference”	means the appeal reference given by the Planning Inspectorate in relation to the Appeal;
“Application”	means the application for planning permission to carry out the Development at the Land and given the reference 25/02547/FP;
“BCIS Index”	means the Building Cost Information Service All-in Tender Price Index published from time to time or such replacement index;
“BCIS Regional Factor”	means the Building Cost Information Service Tender Price Study by Location (using 2000 boundaries data) for East of England;
“Childcare Contribution”	means the sum of £7,681 (seven thousand six hundred and eighty one pounds) (Index-Linked) to provide provision increasing the capacity for 0-2 year old childcare and the sum of £504 (five hundred and four pounds) (Index-Linked) towards increasing the capacity of 5-11 year old childcare at Ashwell Primary School;
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010 (as amended);
“Commencement”	means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Unilateral Undertaking or their agents or representatives) of a material operation comprised in the Development within the meaning of Section 56 of the 1990

	Act save that for the purposes of this Unilateral Undertaking 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 terms Commence, Commences and Commenced shall each be construed accordingly;
“Completion”	means when a certificate of practical completion has been issued by the appointed architect, engineer or project manager or other suitably qualified party to the Owner confirming that the Development or the relevant part of the Development is complete to be put into use;
“Council Monitoring	means a fee representing 2.5% of the value

Fees”	of the Financial Contributions monitored by the Council with a minimum charge of £750 (seven hundred and fifty pounds) and a cap of £25,000 (twenty five thousand pounds) in the aggregate and to be applied by the Council in the event of receipt for the monitoring of the triggers to obligations contained within this undertaking, and for the avoidance of doubt, none of which will be owed by the Owner or Developer until the Development has Commenced
“County Council Monitoring Fees”	means the sum of £420 (four hundred and twenty pounds) to be paid by the Owner to the County Council (Index-Linked as hereinafter provided) in accordance with the terms of this Unilateral Undertaking and to be applied by the County Council in the event of receipt for the monitoring of the triggers to obligations contained within this Undertaking; and for the avoidance of doubt, none of which will be owed by the Owner or Developer until the Development has Commenced.
“Decision Letter”	means the decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed;
“Development”	means the residential development of 36 no. Dwellings and associated infrastructure within the Application;
“Development Mix”	means the mix of size and tenure of

	Dwellings set out in the Planning Permission;
“Dwelling”	means an individual residential unit permitted as part of the Development and “Dwellings” shall be construed accordingly;
“Financial Contributions”	means the Index-Linked sums of the Library Service Contribution, the Secondary Education Contribution, the Youth Services Contribution, the Special Educational Needs and Disabilities (SEND) Contribution, the Habitat Contribution, the Waste Service Recycling Centre Contribution, the Waste Service Transfer Station Contribution, Pavilion Contribution, Sustainable Transport Contribution, Fire and Rescue Service Contribution and Childcare Contribution;
“Fire and Rescue Service Contribution”	means the sum of £3,229 (three thousand two hundred and twenty nine pounds) (Index linked) based on the Development Mix and to be used towards a new fire station at Royston and/or provisions serving the Development;
“Habitat Contribution”	means the sum of £24,480 (twenty four thousand four hundred and eighty pounds) towards the signage and web initiative referred to in the Therfield Heath SSSI Mitigation Strategy, Therfield Heath Nature Reserve, Baldock Road, Royston;
“Index-linked”	means in relation to the Library Service Contribution, the Secondary Education Contribution, the Youth Services

	Contribution, the Special Educational Needs and Disabilities (SEND) Contribution, the Habitat Contribution, the Waste Service Recycling Centre Contribution, the Waste Service Transfer Station Contribution, Pavilion Contribution and Sustainable Transport Contribution, such sums shall be Index-Linked by reference to the BCIS Index in accordance with clause 9.1. The Monitoring Fees shall be Index Linked by reference to the RPI Index in accordance with clause 9.2;
"Interest"	"Interest" means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;
"Land"	means the land known as land off Station Road, Ashwell which for identification purposes only is shown edged red on the plan contained in Schedule 1 of this Unilateral Undertaking;
"Library Service Contribution"	means the sum of £10,127 (ten thousand one hundred and twenty seven pounds) to be paid by the Owner to the County Council in accordance with the terms of this Unilateral Undertaking (Index-Linked as hereinafter provided) which shall be applied towards the increasing the capacity of Baldock Library or its future re-provision;
"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;
"Parish Council"	means the Ashwell Parish Council;
"Pavilion Contribution"	means a contribution sought by the Parish Council in the sum of £139,500 (one hundred and thirty nine thousand, five hundred pounds) (Index-Linked) to be paid to the Council for the purpose of funding the erection of a new pavilion at the Ashwell recreation ground;
"Planning Inspector"	The planning inspector appointed by the Planning Inspectorate to determine this Appeal
"Planning Permission"	means any planning permission granted for the Development by the Secretary of State under the Appeal Reference pursuant to the Appeal against the refusal of the Application;
"RPI Indexation"	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;
"Secretary of State"	means the Secretary of State for Housing Communities and Local Government or such other office holder who at the relevant time is the person to whom an appeal may be made

	under Section 78(1) of the 1990 Act.
“Secondary Education Contribution”	means the sum of £342,425 (three hundred and forty two thousand four hundred and twenty five pounds) to be paid by the Owner to the County Council in accordance with the terms of this Unilateral Undertaking (Index-Linked as hereinafter provided) towards the expansion of the Knights Templar Secondary School Baldock;
“Special Educational Needs and Disabilities (SEND) Contribution”	means the sum of £59,919 (fifty nine thousand nine hundred and nineteen pounds) to be paid by the Owner to the County Council in accordance with the terms of this Unilateral Undertaking (Index Linked as hereinafter provided) for special educational needs and disabilities (SEND) purposes and specifically towards Serious Learning Difficulty (SLD) Special School places (East);
“Sustainable Transport Contribution”	means the sum of £354,996 (three hundred and fifty four thousand nine hundred and ninety six pounds) (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’ Local Cycling and Walking Infrastructure Plans (LCWIP);
“Unilateral Undertaking”	means this deed offered unilaterally by the Owner and the Developer to the County

	Council and the Council;
“Waste Service Recycling Centre Contribution”	means a contribution of £7,249 (seven thousand two hundred and forty nine pounds (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 £10,138 (ten thousand one hundred and thirty eight pounds) (Index-Linked) based on the Development Mix and to be used towards the new North Transfer Station and/or provisions serving the Development;
“Working Day”	means any day other than a Saturday or Sunday or a statutory or public holiday;
“Youth Services Contribution”	means the sum of £6,111 (six thousand one hundred and eleven pounds) to be paid by the Owner to the County Council in accordance with the terms of this Unilateral Undertaking (Index-Linked as hereinafter provided) which shall be applied towards increasing capacity through resource requirements to support the delivery of youth work.

1.2 In this Unilateral Undertaking:-

- 1.2.1** 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 issued or given under that statute or deriving validity from it.

- 1.2.2 The headings in this Unilateral Undertaking are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of this Unilateral Undertaking.
- 1.2.3 References to clauses, paragraphs and schedules unless the context otherwise requires are references to clauses, paragraphs and schedules to this Unilateral Undertaking and any reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears.
- 1.2.4 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa.
- 1.2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 1.2.6 Any covenant by the Owner and/or Developer 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 and/or Developer to do any act, matter or thing include an obligation to procure that it be done.
- 1.2.7 Covenants made in this Unilateral Undertaking if made by more than one person are made jointly and severally unless otherwise expressly stated.
- 1.2.8 Reference to any party to this Unilateral Undertaking shall include the successors in title to that party.
- 1.2.9 Reference to the Council shall mean the North Hertfordshire District Council acting in its statutory capacity as local planning authority (and any successor to its respective statutory functions).

1.2.10 If any party is required to give consent or approval by any specific provisions of this Unilateral Undertaking such consent or approval shall not be unreasonably withheld or delayed.

1.2.11 References to the Land include any part of it.

2 STATUTORY AUTHORITY AND ENFORCEABILITY

- 2.1 This Unilateral Undertaking is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and all the restrictions covenants and undertakings in this Unilateral Undertaking are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the County Council and the Council not only against the Owner and/or the Developer but also against any successors in title to the respective interests of the Owner and/or the Developer (unless otherwise stated in this Unilateral Undertaking).
- 2.2 To the extent that any of the obligations contained in this Unilateral Undertaking are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, and Sections 1 and 2 of the Localism Act 2011 and all other enabling powers.
- 2.3 The Owner and the Developer enter into the obligations in this Unilateral Undertaking for themselves and their successors in title with the County Council and the Council to the intent that the obligations in this Unilateral Undertaking shall be enforceable not only against the Owner and/or Developer but also against the successors in title of the Owner and/or Developer and person claiming through or under the Owner and/or Developer an interest or estate in the Land or part thereof PROVIDED THAT;
- 2.3.1 the obligations and restrictions of the Unilateral Undertaking shall not be enforceable against the statutory undertaker after the transfer of the statutory apparatus and any land upon it or in which the statutory apparatus is situated by the Owner and/or Developer 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 public expense;

2.3.2 the obligations in this Unilateral Undertaking in favour of the County Council and the Council shall not be enforceable against an individual owner or occupier of the Dwellings or their mortgagee or chargee once the Financial Contributions have been paid by the Owner.

2.4 This Unilateral Undertaking is executed by the Owner and the Developer as a Deed.

3 EFFECT AND CONDITIONALITY OF THIS UNILATERAL UNDERTAKING

3.1 This Unilateral Undertaking is conditional upon:

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

3.2 SAVE FOR the provisions of clause 3.2, 3.3, 5, 6, 7, 8, 9, 10, 11 and 12 which shall come into effect immediately upon completion of this Unilateral Undertaking If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation contained in this deed:

3.2.1 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations then subject to clause 3.3 of this deed such planning obligation shall not be enforceable pursuant to this deed and shall cease to have effect within this deed save as set out in the Decision Letter.

3.3 In so far as any clause, paragraph or provision of this Unilateral Undertaking is found (for whatever reason) to be invalid, illegal, unnecessary or unenforceable, that invalidity, illegality, non-necessity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Unilateral Undertaking.

4 THE OWNER AND DEVELOPER'S COVENANTS AND OBLIGATIONS

4.1 The Owner and the Developer covenants with the County Council to perform the obligations specified in Part 1 of Schedule 2.

4.2 The Owner and the Developer covenants with the Council to perform the obligations specified in Part 2 of Schedule 2.

4.3 The Owner and the Developer covenants with the County Council and the Council:-

4.3.1 to give the County Council and the Council no less than five (5) Working Days notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 3 hereto

4.3.2 to give the County Council and the Council no less than five (5) Working Days notice of the Completion of the Development and thereafter Occupation of the Development such notice to be in writing using the proforma set out in Schedule 3 hereto

4.3.3 to give the County Council and the Council no less than five (5) Working Days notice of the Occupation of the 1st , 9th, 18th and 27th Dwelling of the Development such notice to be in writing using the proforma set out in Schedule 3 hereto

4.3.4 upon completion of this Deed pay to the County Council and the Council their costs in connection with the preparation negotiation and completion of this Unilateral Undertaking.

4.4 The Owner further covenants with the County Council and the Council that:-

4.4.1 it is the freehold owner of the Land;

4.4.2 the Land is free from all encumbrances material to this Unilateral Undertaking;

4.4.3 save for the Developer no other party has an interest in the Land.

- 4.5 The parties to this Unilateral Undertaking agree that if prior to the receipt of any Financial Contributions the County Council or the 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 Financial Contributions is paid then the County Council or the Council (as appropriate) may immediately following receipt of such Financial Contributions apply such expenditure incurred.

5 DETERMINATION OF THE PLANNING PERMISSION

- 5.1 Without prejudice to any of the obligations which come into force on or before the date of this Unilateral Undertaking it is agreed and declared that this Unilateral Undertaking shall cease to have any further effect in the event that:-

5.1.1 the Appeal is dismissed; or

5.1.2 the Planning Permission granted under the Appeal is quashed revoked or otherwise withdrawn

then in such circumstances the Council will cancel all entries made in the Register of Local Land Charges in respect of this Unilateral Undertaking.

- 5.2 This Unilateral Undertaking is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of a permission under the Appeal.

6 POWERS OF THE COUNTY COUNCIL AND COUNCIL

Nothing in this Unilateral Undertaking whether expressed or implied shall prejudice or affect the rights, discretion, powers, duties and obligations of the County Council or the Council under any statute, byelaw, 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

- 7.1 No waiver whether expressed or implied by the County Council or the Council of any breach or default by the Owner and/or the Developer in performing or observing any of the covenants terms conditions undertakings obligations or restrictions contained in this Unilateral Undertaking shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Council from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner and/or the Developer.
- 7.2 Without prejudice to the County Council or the 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 such parts 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.

8 CHANGE OF OWNERSHIP

- 8.1 The Owner and/or the Developer covenants to give the County Council and the Council written notice within ten (10) Working Days of any change in ownership of any of their legal interests in the Land occurring before all the planning obligations under this Unilateral Undertaking have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company).
- 8.2 No party to this deed shall be liable for any breach of a covenant, restriction or obligation contained in this Unilateral Undertaking after parting with all of its interest in the Land or part of the Land in which the breach has occurred, except in respect of any breach subsisting prior to parting with such interest.

9 EXPENDITURE, INTEREST AND INDEXATION

9.1 The Library Service Contribution, the Secondary Education Contribution, the Youth Services Contribution, the Special Educational Needs and Disabilities (SEND) Contribution, the Childcare Contribution, the Habitat Contribution, the Waste Service Recycling Centre Contribution, the Waste Service Transfer Station Contribution, the Sustainable Transport Contribution and the Pavilion Contribution shall each be index-linked to any increase from the BCIS Index figure of 1Q2024 (the first quarter of 2024), including in the case of the Secondary Education Contribution the BCIS Regional Factor and in relation to the Fire and Rescue Service Contribution this will be Index-Linked to any increase from the BCIS Index figure of 2Q2025 (the second quarter of 2025) 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 $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this deed;

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

D is the BCIS figure applicable to the first quarter of 2024.

9.2 The Monitoring Fees shall be index-linked to RPI indexation from RPI 1Q2024 (the first quarter of 2024) to the finalised figure applicable to the month in which the Monitoring Fees is paid.

9.3 Where any sum to be paid to the County Council or the Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available forecast 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 or the Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised

9.4 Indexing of those contributions referred to in sub-clauses in this clause 9 shall be calculated using the latest firm published (not provisional or forecast) value available for the relevant index at the date of calculation.

9.5 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

<u>In respect of the</u> <u>Owner :</u>	<u>In respect of the</u> <u>Developer:</u>	<u>In respect of the</u> <u>County Council:</u>	<u>In respect of the</u> <u>Council:</u>
Mr and Mrs C J Schwick West Point Newnham Way Ashwell Herts SG7 5PM	Ben Wilkinson Beck Developments Limited Backridge House Twitter Lane Balshall Eaves Clitheroe England BB7 3LQ	The County Secretary, Hertfordshire County Council, Robertson House Stevenage Herts SG2 2FQ (ref :)	The Secretary, North Hertfordshire District Council, Council Offices, Gernon Road, Letchworth Garden City, SG6 3JF (ref :)

9.6 If any payment by the Owner due under this Agreement is paid late Interest will be payable from the date payment is due to the date of payment.

10 THIRD PARTY RIGHTS AND REGISTRATION

10.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Unilateral Undertaking and as such a person who is not named in this Unilateral Undertaking shall not have a right to enforce any of its terms PROVIDED ALWAYS THAT nothing in this Unilateral Undertaking shall prevent any successors in title to any of the parties from being able to benefit or to enforce the provisions of this Unilateral Undertaking (and in the case of the County Council and the Council and the successor to their respective statutory functions).

10.2 This Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

11 JURISDICTION

This Unilateral Undertaking is governed by and interpreted in accordance with the law of England .

12 VALUE ADDED TAX

All consideration given in accordance with the terms of this Unilateral Undertaking shall be exclusive of any value added tax properly payable.

IN WITNESS of which this Unilateral Undertaking has been duly executed as a deed and delivered on the day and year first above written.

SCHEDULE 1

PLAN



SCHEDULE 2

Part 1

1. FINANCIAL CONTRIBUTIONS TO THE COUNTY COUNCIL

The Owner and the Developer covenants to the County Council:

- 1.1 to pay the Library Service Contribution, Youth Services Contribution, Childcare Contribution, Waste Service Recycling Centre Contribution, Waste Service Transfer Station Contribution and Fire and Rescue Service Contribution to the County Council prior to Commencement of the Development.
- 1.2 to pay the Secondary Education Contribution, the Special Educational Needs and Disabilities (SEND) Contribution and the Sustainable Transport Contribution to the County Council in four parts with:
 - 1.2.1 25% to be paid prior to Occupation of the 1st Dwelling,
 - 1.2.2 25% to be paid prior to Occupation of the 9th Dwelling,
 - 1.2.3 25% to be paid prior to Occupation of the 18th Dwelling, and
 - 1.2.4 25% to be paid prior to Occupation of the 27th Dwelling.
- 1.3 to pay the County Council Monitoring Fees on each occasion required by the County Council to reflect the relevant stages of the Development.

Part 2

2. FINANCIAL CONTRIBUTIONS TO THE COUNCIL

The Owner and the Developer covenants to the Council;

- 2.1 To pay the Pavilion Contribution to the Council prior to the first Occupation of the ninth Dwelling;
- 2.2 Not to cause or permit Occupation of the ninth Dwelling until it has paid the Pavilion Contribution to the Council;
- 2.3 To pay the Habitat Contribution to the Council prior to the commencement of the Development; and
- 2.4 To pay the Council Monitoring Fees on each occasion required by the Council to reflect the relevant stages of the Development.

SCHEDULE 3

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

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

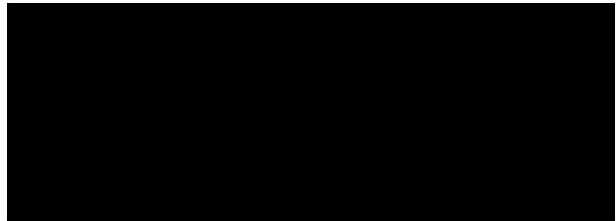
Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (secondary)	X £	Y £	Z £	X+Y £	Herts County Council
Pavilion Contribution					North Hertfordshire District Council

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) The County Secretary
Hertfordshire County Council
County Hall,
Robertson House
Stevenage
Herts
SG1 2FQ
(Ref :)

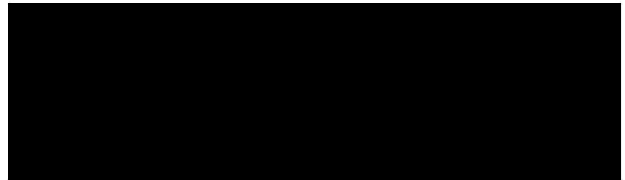
(b) The Secretary
North Hertfordshire District Council
Council Offices
Gernon Road
Letchworth Garden City
SG6 3JF
(Ref :)

EXECUTED AS A DEED by
CHRISTOPHER JOHN SCHWICK
in the presence of



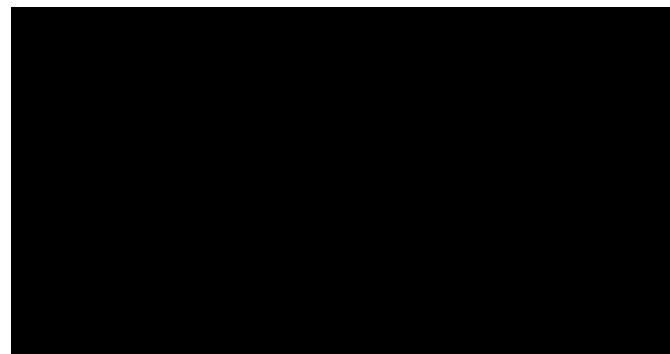
Witness *GRAHAM KEITH SCOTT*
Signature 
Address *THE GUILD HOUSE*
HIGH ST ASHWELL
HERTS SG7 5NP

EXECUTED AS A DEED by)
CHRISTINE VANESSA SCHWICK)
in the presence of)



Witness *GRAHAM KEITH SCOTT*
Signature 
Address *THE GUILD HOUSE*
HIGH ST ASHWELL
HERTS SG7 5NP

EXECUTED as a DEED by)
BECK DEVELOPMENTS LIMITED)
acting by a director in the presence of:)



Witness *STEVEN GIFFORD-DIXON*
Signature 
Address *HOLLINS*
HOLMFIRTH RD
GREENFIELD
SADDLEWORTH
OL3 7NJ

