

Dated

2026

NORTH HERTFORDSHIRE DISTRICT COUNCIL

-and-

HERTFORDSHIRE COUNTY COUNCIL

-and-

HILL RESIDENTIAL LIMITED

**DEED OF VARIATION OF PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land at Ickleford Mill, Ickleford, Hitchin SG5 3UN

THIS DEED is dated

2026

PARTIES:

- (1) NORTH HERTFORDSHIRE DISTRICT COUNCIL whose registered office is at Council Offices, Gernon Road, Letchworth, Garden City, Hertfordshire, SG6 3JF (referred to as “the Council”)
- (2) HERTFORDSHIRE COUNTY COUNCIL whose registered office is at Robertson House, Stevenage, Herts, SG1 2FQ (referred to as “the County Council”)
- (3) HILL RESIDENTIAL LIMITED (Co. Regn. No. 04251718) whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey EN9 1BN (referred to as “the Owner”)

together referred to as ‘the Parties’

INTRODUCTION

- (A) The County Council and the Council are the local planning authorities for the purposes of the Act for the area within which the Land is situated and are the authorities by whom the planning obligations as varied by this Deed are enforceable.
- (B) The County Council is a local planning authority and is also the education authority, the library authority, the social services authority, the waste disposal authority and the highways authority for Hertfordshire.
- (C) The Owner is the freehold owner of the Land.
- (D) At the date of the Original Agreement, the Land was registered at HM Land Registry under title number HD450812.
- (E) By a transfer of part dated 3 September 2025, the Land was transferred out of title number HD450812 and is now registered at HM Land Registry under title number HD636693.
- (F) The Parties have agreed to enter into this Deed of Variation to make amendments to the affordable housing and development obligations contained in the Original Agreement.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Original Agreement	An agreement dated 23 rd February 2024 made under Section 106 of the Act between the Council (1) the County Council (2) and Logie Property Co. Limited (3) containing planning obligations enforceable on the Land by the Council relating to planning permission numbered 17/01955/1 (annexed to this Deed at Annex 1).
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2. CONSTRUCTION

- 2.1 Clause headings shall not affect the interpretation of this Deed.
- 2.2 Words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa.
- 2.3 The reference to any statute or section of a statute includes any modification extension or re-enactment of that Act 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 Act or deriving validity from it.
- 2.4 Reference to the Land includes any part of it.
- 2.5 Where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.6 Reference to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council successors to their respective function.
- 2.7 Any covenant by the Owner not to do any act or thing includes a covenant not

to permit or allow 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.

- 2.8 Any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears.

3. LEGAL BASIS

- 3.1 This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and the County Council.
- 3.2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed.

4. VARIATION AND INTERPRETATION

- 4.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement as set out in the Schedule to this Deed.
- 4.2 In all other respects the contents of the Original Agreement are confirmed and agreed and shall continue to bind the Land as varied by this Deed.
- 4.3 In this Deed all words and phrases defined in the Original Agreement (as varied by this Deed) shall have the same meanings in this Deed save where the context otherwise requires.

5. MISCELLANEOUS

- 5.1 On completion the Owner will pay the Council and the County Council's reasonable legal costs in connection with this Deed.
- 5.2 The Owner warrants and confirms that it is the freehold owner of the Land and confirms that it has full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Land.
- 5.3 This Deed shall be registrable as a local land charge by the Council.
- 5.4 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 the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.
- 5.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of the Original Agreement or this Deed.
- 5.6 Nothing in this Deed shall be construed 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.
- 5.7 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 obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default.
- 5.8 No person shall be liable for any breach of the covenants obligations and restrictions in this Deed or the Original Agreement (as varied by this Deed) after parting with its entire interest in the Land unless such breach occurred prior to

its parting with such interest.

6. JURISDICTION

- 6.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

7. DELIVERY

- 7.1 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 1

The Parties agree to vary the Original Agreement as follows:

1. A new definition of "Affordable Accommodation Schedule" shall be inserted into the Original Agreement as follows:

"Affordable Accommodation Schedule" means the schedule of accommodation and associated affordable housing plan appended to this Deed at Appendix 1 or such revised schedule of accommodation and affordable housing plan as may be approved in writing by the Council from time to time;

2. The definition of "Affordable Housing Provider" in the Original Agreement shall be replaced with the following:

"Affordable Housing Provider" means an organisation that is involved in the delivery and management and ownership of Affordable Housing which is a registered provider of social housing within the meaning of Section 80 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 from Homes England;

3. The definitions of "Affordable Housing Scheme" and "Intermediate Dwellings" and "Intermediate Housing" and "Intermediate Rented Dwellings" and "Shared Equity Dwellings" shall be deleted

4. In the definition of "Affordable Housing Units" reference to the "Affordable Housing Scheme" shall be replaced with a reference to "Affordable Accommodation Schedule"

5. The definition of "Local Market Rent" in the Original Agreement shall be deleted and replaced with:

"Local Market Rent" means the estimated amount for which the relevant Dwelling would be let for on the open market based on appropriate detailed comparable local market evidence and assuming a willing landlord and a willing tenant and disregarding the affordable housing provisions of this Deed;

6. The definition of "St Katherine's Church Contribution" in the Original Agreement shall be replaced with the following new definition:

"St Katherine's Church Contribution" means the sum of twenty thousand pounds (£20,000) to be paid by the Owner to the Council in accordance with the provisions at Part 3 of Schedule 2 to be used towards the solar photovoltaic project at the Ickleford Sports and Recreation Club;

7. The definition of "Youth Services Contribution" in the Original Agreement shall be replaced with the following:

“Youth Services Contribution” means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) to be used towards increasing capacity through resource requirements to support the delivery of youth work with young people in the area and/or provision serving the Development;

8. New clauses 9.3, 9.4, 9.5 and 9.6 shall be inserted into paragraph 9 of the Original Agreement as follows:

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

9.4 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 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;

9.5 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, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

9.6 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)”

PROVIDED THAT nothing in this clause 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.

9. Paragraphs 1.1 and 1.2 of Part 1 of Schedule 2 shall be deleted and replaced with the following

1.1 NOT USED

1.2 NOT USED

10. Paragraph 1.3 of Part 1 of Schedule 2 shall be deleted and replaced with the following:

1.3 The Affordable Housing Units shall be provided in accordance with the Affordable Accommodation Schedule and shall comprise the following number tenure and accommodation mix (or such other mix of Affordable Rented, Social Rented and Shared Ownership Units as may be agreed in writing by the Council):

1.3.1 as Affordable Rented Units:

3 x one bedroom flats;

4 x two bedroom flats (including 2 to M4(3) wheelchair adaptable standard);

4 x two bedroom houses; and

2 x three bedroom houses

1.3.2 as Social Rented Units:

1 x four bedroom house

1.3.3 as Shared Ownership Units comprising:

5 x two bedroom houses; and

3 x three bedroom houses.

11. Paragraph 1.5.3 of Part 1 of Schedule 2 shall be deleted.

12. Paragraphs 1.6, 1.6.1 and 1.6.2 of Part 1 of Schedule 2 shall be renumbered as paragraphs 1.6A, 1.6A.1 and 1.6A.2 respectively, and all references to those paragraphs in the Original Agreement shall be construed accordingly.

13. Paragraph 1.6.3 of Part 1 of Schedule 2 shall be deleted.

14. A new paragraph 1.6B shall be inserted immediately after Paragraph 1.6A.2:

1.6B Subject to paragraph 2 below and unless otherwise agreed in writing by the Council, all nominations to the Affordable Rented Units and Social Rented Units will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nomination Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement (or such variation or substitution issued by North Hertfordshire District Council thereafter or as agreed between the Affordable Housing Provider and North Hertfordshire District Council)) shall be submitted to and approved by the Council for each letting of an Affordable Rented Unit and Social Rented Unit. The Council shall have the right to nominate a Qualifying Person to occupy each Affordable Rented Unit and Social Rented Unit as referred to in paragraph 1.16. For the avoidance of doubt, this paragraph shall not apply to Shared Ownership Units.

15. A new paragraph 1.10A shall be inserted into Part 1 of Schedule 2 of the Original Agreement as follows:

1.10A For the avoidance of doubt, the creation or grant of any legal mortgage or charge over an Affordable Housing Unit or the Affordable Housing Land in favour of a mortgagee or charge shall not constitute a Disposal for the purposes of this Part 1 of Schedule 2 and shall not require the consent of the Council.

16. A new paragraph 1.10B shall be inserted into Part 1 of Schedule 2 of the Original Agreement as follows:

1.10B It is acknowledged and declared that this Deed has been entered into by the Owner with the intent that the planning obligations shall be binding on the Land and that the security of any mortgage or charge over the Land shall take effect subject to this Deed.

17. Paragraph 1.16 of Part 1 of Schedule 2 shall be construed and operate so that nomination rights apply only to Affordable Rented Units and Social Rented Units and nomination rights shall not apply to Shared Ownership Units

18. In Paragraph 1.16.1 and 1.16.2 reference to "Intermediate Dwellings" shall be deleted.

19. The words "*PROVIDED THAT where, following a period of not less than three (3) months of active marketing of the relevant Shared Ownership Unit in accordance with paragraphs 1.8 and 1.9, no Qualifying Person with a Local Connection has been identified, the Affordable Housing Provider may with the prior written consent of the Council (not to be unreasonably withheld or delayed) market the Shared Ownership Unit to Qualifying Persons residing elsewhere within Hertfordshire. If, following a period of not less than six (6) months of active marketing from the date of marketing first commenced, no Qualifying Person with a Local Connection has been identified, the Affordable Housing Provider may with the prior written consent of the Council (not to be unreasonably withheld or delayed) enter into a Shared Ownership Lease with any Qualifying Person (notwithstanding the absence of a Local Connection)*" shall be added to the end of Paragraph 1.17 of Part 1 of Schedule 2.

20. Paragraph 2 of Part 1 of Schedule 2 is deleted and replaced with the following:

2. *The provisions in this Part 1 of Schedule 2 shall not be binding on 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 whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:*

- *such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and*
- *if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in Part 1 of Schedule 2 of this Deed which provisions shall determine absolutely.*

21. Paragraphs 1.1, 1.2 and 1.3 of Part 5 of Schedule 2 shall be deleted and replaced with the following:

1.1 to submit the Open Space Scheme and the Open Space Management Scheme to the Council for approval prior to the first Occupation of any Dwelling, such approval not to be unreasonably withheld or delayed;

1.2 not to Occupy any Dwelling until the Open Space Scheme and the Open Space Management Scheme have been approved in writing by the Council;

1.3 from the first Occupation of any Dwelling, to lay out the Open Space in accordance with the Open Space Scheme.

22. Paragraphs 1.1, 1.2 and 1.3 of Part 6 of Schedule 2 shall be deleted and replaced with the following:

1.1 to submit the SuDS Scheme and the SuDS Management Scheme to the Council for approval prior to the first Occupation of any Dwelling, such approval not to be unreasonably withheld or delayed;

1.2 not to Occupy any Dwelling until the SuDS Scheme and the SuDS Management Scheme have been approved in writing by the Council;

1.3 from the first Occupation of any Dwelling, to lay out the surface water drainage in accordance with the SuDS Scheme (as approved by the Council) and fully implement and comply with the SuDS Scheme (as approved by the Council).

23. For the purposes of triggering any financial contribution under Parts 2, 3 and 4 of Schedule 2 and parts 1-10 of Schedule 3, demolition works shall not constitute Commencement of Development.

24. A new Appendix 1 shall be inserted into the Original Agreement in the form contained at Annex 2 to this Deed

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF)
NORTH HERTFORDSHIRE)
DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

THE COMMON SEAL OF)
HERTFORDSHIRE COUNTY)
COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

EXECUTED AS A DEED BY)
HILL RESIDENTIAL LIMITED)
acting by a director in the)
presence of:)

) Director

Witness signature

Name

Address

ANNEX 1

Original Agreement

DATED

23rd February

2024

NORTH HERTFORDSHIRE DISTRICT COUNCIL (1)

HERTFORDSHIRE COUNTY COUNCIL (2)

LOGIE PROPERTY CO. LIMITED (3)

**Planning Obligation Deed of Agreement under Section 106 of
the Town and Country Planning Act 1990 (as amended)**

Land at Ickleford Mill, Ickleford, Hitchin SG5 3UN

WE CERTIFY THIS TO
BE A TRUE COPY OF
THE ORIGINAL
Birketts LLP
BIRKETTS LLP 4/3/2024
22 STATION ROAD
CAMBRIDGE CB1 2JD

THIS DEED is made the 23rd day of February 2024

BETWEEN:

1. **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF (the "**Council**");
2. **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire, SG13 8DE (the "**County Council**");
3. **LOGIE PROPERTY CO. LIMITED** (Co. Reg. No. 12546636) of Ickleford Mill, Hitchin, Hertfordshire SG5 3UN (the "**Owner**");

together the "**Parties**" and the term "Party" shall be construed accordingly.

RECITALS

- A The Council is a local planning authority for the Land for the purposes of the Act.
- B The County Council is a local planning authority and is also the education authority the library authority the social services authority the waste disposal authority and the highways authority for Hertfordshire.
- C The Owner is the registered freehold proprietor of the Land registered at the Land Registry under Title Number HD450812 free from encumbrances that would prevent the Owner from entering into this Deed.
- D On 21 August 2017 the Owner submitted the Application to the Council for Planning Permission for the Development.
- E This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead.

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 Qualifying Persons who cannot afford to rent or buy housing generally available on the open market to be provided by the Owner in accordance with Schedule Two, Part 1;

“Affordable Housing Land”

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

“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 and which is listed in the North Hertfordshire District Council Housing Association Partnership Deed or such other body as shall be approved in writing by the Council which is capable of managing Affordable Housing;

“Affordable Housing Scheme”

means a scheme to be submitted in writing by the Owner to the Council for approval that shall set out:

- (i) the number of Affordable Housing Units;
- (ii) a breakdown of the type, size and tenure mix of the Affordable Housing Units to achieve overall across the Development at least 65% of the Affordable Housing Units as Affordable or Social Rented Units and 35% of the Affordable Housing Units as Intermediate Dwellings;
- (iii) the location of each Affordable Housing Unit;
- (iv) the timetable for the delivery of the Affordable Housing Units;

“Affordable Housing Units”

means those Dwellings provided in accordance with the Affordable Housing Scheme as Affordable Housing to Qualifying Persons in accordance with paragraphs Part I of Schedule Two;

“Affordable Rented Unit”

means a unit of Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible for social rented 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
- (iii) in the case of each four bedroom unit a rent of no more than the equivalent rent (excluding service charge where applicable) for a four bedroom Social Rented Unit;

All rents must be within Local Housing (LHA) rates

“Application”

means the application for outline planning permission for the Development submitted to the Council by or on behalf of the Owner with the application plans and other materials on 21 August 2017 and allocated reference number 17/01955/1;

“BCIS Index”

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

“Chargee”

means any 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 whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver;

“Childcare Contribution”

means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) towards the expansion of Pirton pre-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) archaeological investigation;
- (c) the assessment of contamination;
- (d) remedial action in respect of any contamination;
- (e) diversion and laying of services;
- (f) the erection of fencing or other means of enclosure for site security;
- (g) the display of advertisements and site signage;
- (h) installation of welfare facilities and Site offices required in connection with the above;
- (i) any off-site drainage works.

and the term “Commence” and “Commences” shall 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 and Completion of the Development shall be construed accordingly.

“Council Contributions”

means the Local Community Facilities Contribution, St Katherine’s Church Contribution and the Waste Collection and Recycling Contribution;

“County Council Contributions”

means the Childcare Contribution, the Library Contribution, the Monitoring Contribution, the Nursery Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Special Educational Needs and Disabilities Contribution, the Sustainable Transport Contribution, the Waste Services Contribution, and the Youth Services Contribution

“Development”

means the development authorised by the Planning Permission as outline application (all matters reserved except access) for residential development of up to 71 dwellings and associated access, car parking, garages, landscaping and open space including demolition and removal of all existing structures, building and hardstanding (all matters reserved except means of access) and more particularly described in the Application;

“Disposal”

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

“Dwelling”

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

“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 for the Local Community Facilities Contribution, the St Katherine Church Contribution and the Waste Collection and Recycling Contribution such sum shall be index linked by reference to the Office of National Statistics Index of Monthly Retail Prices Information (RPI) in accordance with clause 10.1 and for the Library

Contribution the Primary Education Contribution, the Secondary Education Contribution and the Youth Services Contribution the Nursery Contribution the Childcare Contribution the Special Educational Needs and Disabilities Contribution such sum shall be index linked by reference to the BCIS Index in accordance with clauses 10.2 and 10.3 and for the Waste Services Contribution such sum shall be index linked by reference to the BCIS Index in accordance with clauses 10.4 and 10.5 and for the Sustainable Transport Contribution such sum shall be index linked by reference to the SPONS Index in accordance with clause 10.6 and for the Monitoring Contribution such sum shall be index linked by reference to the RPI Index in accordance with clauses 10.7 and 10.8

“Interest”

means interest at two percent above the base lending rate of Lloyds Bank from time to time;

“Intermediate Dwellings”

means Dwellings for sale at prices below local market prices that Qualifying Persons can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing) shared ownership shared equity and equity loan produced as approved by the Council;

“Intermediate Housing”

means one or more of Intermediate Dwellings, Shared Equity Dwellings, Shared Ownership Units or Intermediate Rented Dwellings as agreed by the Council;

“Intermediate Rented Dwellings”

means Dwellings at rents above those of social rented dwellings but below local markets rents that Qualifying Persons can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area as determined by the Council;

“Land”

means the land at Ickleford Mill, Ickleford, Hitchin, SG5 3UN which for identification purposes only is shown edged red on the Plan;

“Library Contribution”

means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) towards increasing the capacity of Hitchin Library or its future reprovision and/or provision serving the Development;

“Local Community Facilities Contribution”

means the sum twenty thousand pounds (£20,000) Index Linked to be paid by the Owner to the Council in accordance with the provisions at Part 2 of Schedule Two to be used towards the new play equipment within Ickleford

“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 has been resident by choice in the relevant area for 3 out of the last 5 years; or
- (ii) has permanent employment in the relevant area; 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;

“Local Market Rent”

means the average market rent for dwellings within Ickleford and neighbouring parishes determined on a quarterly rolling basis for the preceding quarter prior to the date the figure is required;

“Management Body”

means a body whose objects are for the management and maintenance of Open Space which has been approved by the Council in accordance with the Open Space Management Scheme;

“Monitoring Contribution”

means the sum of six hundred and eighty pounds (£680) (Index Linked) as hereinafter provided);

“Nominations Request Form”

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

“NPPF”

means the National Planning Policy Framework issued by the Ministry of Housing, Communities and Local Government dated September 2023 or any Government issued policy statement amending or replacing the same from time to time;

“Nursery Contribution”

means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) towards the expansion of Pirton pre-school and/or provision serving the Development

“Occupation”

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out decoration marketing sale or display of the Development or occupation in relation to security operations at the Development 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;

“Open Space”

means the area of open space to be provided on the Land for use by the public in accordance with the Reserved Matters. Such areas of open space may also include sustainable urban drainage systems sand other drainage media.

“Open Space Management Scheme”

means the scheme for the long-term management and maintenance of the Open Space by a Management Body to be approved by the Council pursuant to Part 5 of Schedule Two or such variation thereof as may be agreed by the Owner and the Council;

“Open Space Scheme”

Means the scheme for the laying out, landscaping, construction and maintenance of the Open Space in each phase as open space to be approved by the Council pursuant to the Reserved Matters Application;

“Plan”

means the plan of the Land attached to this Deed;

“Planning Obligations SPD”

means the North Hertfordshire District Council Developer Contributions Supplementary Planning Document dated January 2023;

“Planning Permission”

means the outline planning permission granted by the Council in pursuance of the Application a draft of which is attached at Schedule One;

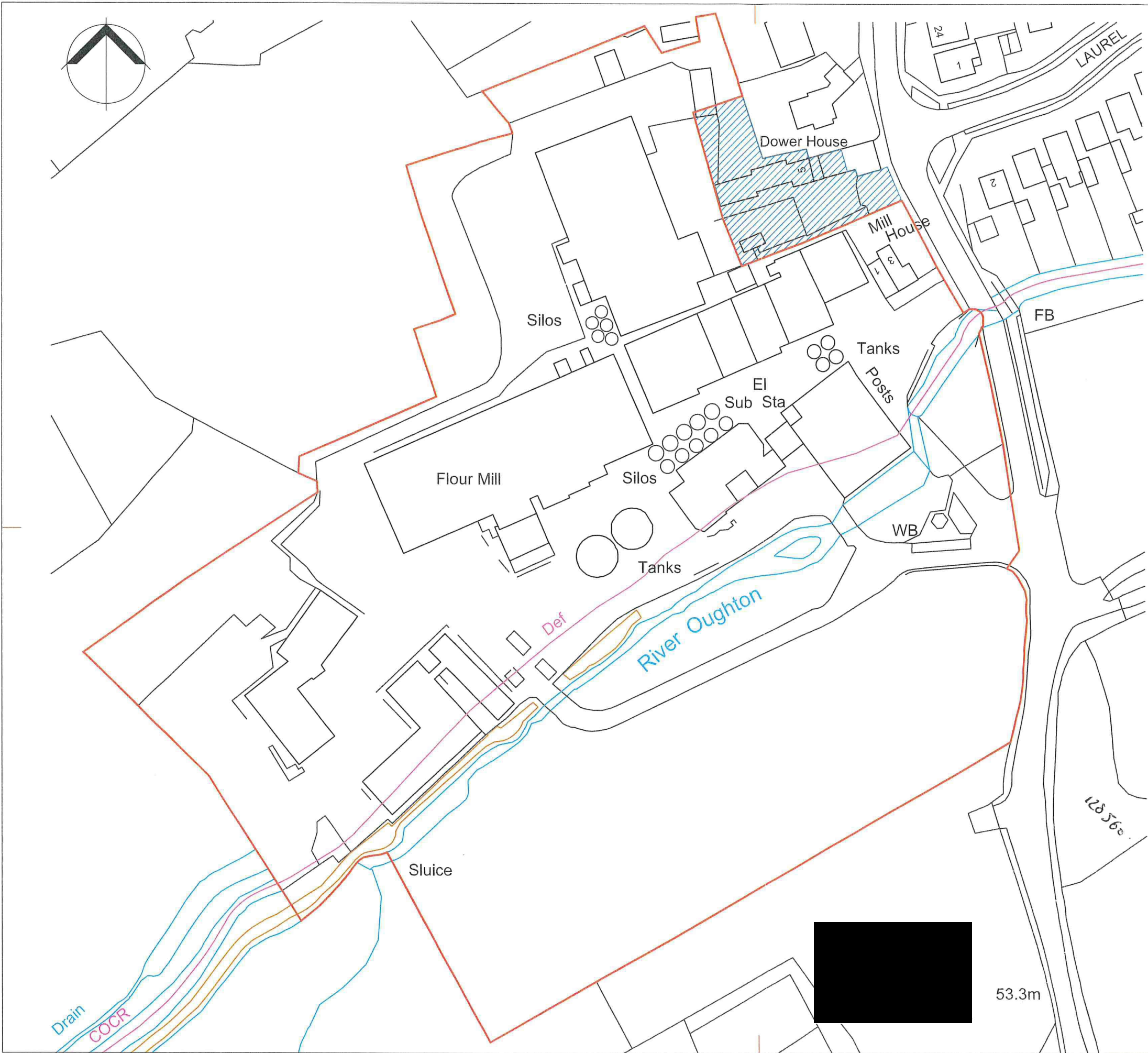
“Primary Education Contribution”

means the sum to be calculated in accordance with the table at Schedule 6 plus £12,285 towards the land costs (in either case Index Linked as hereinafter provided) towards a new primary school in Ickleford and/or provision serving the Development;

“Qualifying Person”

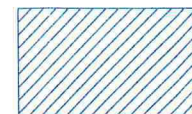
means a person or household in need of Affordable Housing identified in accordance with the provisions below:

- (i) in the case of an Affordable or Social 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 2013 (or any successor scheme approved in writing by the Council); and



Revisions

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Proposed Application Boundary

East Lodge

Revision		B	Drawn		AMS	Reviewed		DJ	Date		08/12/17
Issue at pre-application stage											
Revision		A	Drawn		AMS	Reviewed		DJ	Date		11/11/17
First issue for comment											

planners | urbanists | architects



Junction 41 Business Court, Thorpe Road, East Ardsley, Leeds, West Yorkshire WF3 2AB
T: 01924 873873 F: 01924 870777 www.spawforths.co.uk mail@spawforths.co.uk

PRE-APPLICATION

Client Name JAS BOWMAN & SONS				
Project No 4048	Project Title BOWMAN'S FLOUR MILL ICKLEFORD			
Drawn By AMS	Reviewed By DJ	Scale 1:1000@A3	Discipline URBANISM	Date 11/11/16
Drawing No. 0000-0001	Drawing Title APPLICATION BOUNDARY			Revision B

File Path

Important notice:
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When printing feed this edge first

Duly Authorised Officer

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- (ii) in the case of a Shared Ownership Unit, a person who meets the eligibility criteria for shared ownership housing 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;

“Reserved Matters”

means the appearance, landscaping, layout and scale of the Development;

“Reserved Matters Application”

means the application(s) for the approval of the Reserved Matters to be submitted to the Council pursuant to the Planning Permission;

“RPI”

means 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;

“Secondary Education Contribution”

Means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) to be used towards the expansion of The Priory School and/or provision serving the Development;

“Secretary of State”

means the Secretary of State for Levelling Up, Housing and Communities 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 Act;

“Shared Equity Dwellings”

means Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 80% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Affordable Housing Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed With and approved by the Council (or such other body as the Council may elect);

“Shared Ownership Lease”

means a lease in the form of the Homes England’s model shared ownership lease and on terms that permit part purchase of the open market value of the equity in a unit in multiples of 1%, with a minimum of 10% and up to a maximum of 75% of the open market value of the equity of the unit being purchased initially, with subsequent purchases up to a maximum of 80% of the open market value of the equity in a unit being purchased together with rent payable for the open market rack rental value of the unpurchased percentage of the equity in the unit up to a value which does not exceed the rent levels set by the 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;

“Social Rented Unit”

means a unit of Affordable Housing which is owned by local authorities or private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime (such unit may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council) and in all cases in accordance with the definition of social rented housing contained in Annex 2 to the NPPF or any subsequent replacement or modification thereof;

“Special Educational Needs and Disabilities Contribution”

means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) to be used towards the new East Severe Learning Difficulty school and/or provision serving the Development;

“SPON’S 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;

“St Katherine’s Church Contribution”

means the sum twenty thousand pounds (£20,000) to be paid by the Owner to the Council in accordance with the provisions at Part 3 of Schedule 2 to be used for the extension to the Grade 1 listed church for community use;

“SuDS Scheme”

means the sustainable urban drainage system scheme for the laying out, construction and maintenance of the surface water drainage discharges within the Development to be approved by the Council pursuant to Part 6 of Schedule Two or such variation thereof as may be agreed by the Owner and the Council;

“SuDS Management Scheme”

means the scheme for the long-term management and maintenance of the sustainable urban drainage system by a Management Body to be approved by the Council pursuant to Part 6 of Schedule Two or such variation thereof as may be agreed by the Owner and the Council;

“Sustainable Transport Contribution”

means the sum six thousand eight hundred and twenty six pounds (£6,826) per Dwelling to be paid by the Owner to the County Council in accordance with the provisions of Part 2 of Schedule 3 to be used towards, but not limited to, package 8 of the North Central Hertfordshire Growth and Transport Plan (North Hitchin and Industrial Estate works, New and improved active infrastructure links from the industrial estate and new development to the rail station, Bus service improvements).

“Waste Collection and Recycling Contribution”

means the maximum sum five thousand and forty-one pounds (£5,041) Indexed Linked) calculated at £71.00 per Dwelling to be paid by the Owner to the Council in accordance with the provisions a Part 4 of Schedule 2 which shall be applied towards the cost of providing waste collection and recycling facilities serving the Development;

“Waste Services Contribution”

means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) to be used towards increasing the capacity of the

recycling centre network to serve the Development and/or provision serving the Development;

“Working Day”

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

“Youth Services Contribution”

means the sum to be calculated in accordance with the table at Schedule 6 (Index linked as hereinafter provided) to be used towards sourcing a new or exclusive shared use young people's centre serving Hitchin and the surrounding area and/or provision serving the development

- 1.2 Where the context provides:
- 1.3 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
- 1.4 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 case of the Council and the County Council shall include successors to its functions;
- 1.5 where a Party includes more than one person any obligations of that Party shall be joint and several;
- 1.6 any reference to any statute or any section of a statute includes any statutory re-enactment or modification;
- 1.7 any references to clauses and schedules are references to clauses and schedules to this Deed;
- 1.8 headings in the Deed shall not form part of or affect its construction;
- 1.9 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;
- 1.10 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; and
- 1.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit, allow or suffer the doing of that act or thing.

2. STATUTORY PROVISIONS AND COVENANTS

- 2.1 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 (subject to Clause 9) by the Council and the County Council (as appropriate) 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 paragraph 2, Part I of Schedule Two);
- 2.2 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.
- 2.3 Save for the obligations contained in Part 1 of Schedule 2 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein, and save for the obligations contained in Schedule 3 which shall remain enforceable until fully complied with the covenants, restrictions and requirements contained in this Deed shall not be enforceable against individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees
- 2.4 the covenants, restrictions and requirements contained in this Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Site.

3. CONDITIONALITY

- 3.1 This Deed is conditional upon:
- 3.1.1 the grant of the Planning Permission substantially in the form as annexed at Schedule 1; and
- 3.1.2 the Commencement of Development;

SAVE FOR the provisions of clauses 11, 12, 17 and 18 which shall come into effect immediately upon completion of this Deed.

4. PLANNING OBLIGATIONS

- 4.1 The Owner covenants with the Council to observe the restrictions and to perform the obligations and activities specified in this Deed including Schedule Two;
- 4.2 The Council covenants with the Owner to comply with the covenants or activities specified in Schedule Four to this Deed;
- 4.3 The Owner covenants with the County Council to observe the restrictions and to perform the obligations and activities in this Deed including Schedule Three;
- 4.4 The County Council covenants with the Owner to comply with the covenants or activities specified in Schedule Five to this Deed.

5. EXERCISE OF THE POWERS OF THE COUNCIL AND 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 (as appropriate) under any statute, bye-law, statutory instrument, order or regulation in the exercise of their functions as a local planning authority.

6. 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 (as appropriate) from enforcing or from acting upon any subsequent breach or default of any of the covenants.

7. CONSENTS

- 7.1 The Owner warrants and confirms that it is the freehold owner of the Land with full power to enter into this Deed;
- 7.2 The Owner warrants and confirms that the Land is free from all mortgage charges or other encumbrances and that no other person has an interest in the Land whose consent is necessary to make this Deed binding on the Land and all estates and interests in it.

8. SUCCESSORS IN TITLE

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 interest in the Land PROVIDED THAT they will remain liable for any breach occurring in relation to that part of the Land during their ownership. 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. PLANNING PERMISSION

9.1 If any form of development within the Land which individually or in combination with any other permission for development would lead to the levels of development exceeding those set out in the Application that development may be the subject of additional planning obligations;

9.2 This Deed shall cease to have effect to the extent that it has not been complied with if prior to Commencement the Planning Permission is quashed, revoked, expires, or is withdrawn.

10. EXPENDITURE, INTEREST AND INDEXATION

COUNCIL CONTRIBUTIONS

10.1 Where any sum in Schedule Two is expressed to be Index Linked by reference to RPI 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 Contribution is actually paid;

D is the Office of National Statistics Index of Monthly Retail Prices Information figure from the date of this Deed .

COUNTY COUNCIL CONTRIBUTIONS

10.2 The Library Contribution the Primary Education Contribution the Secondary Education Contribution the Youth Services Contribution the Nursery Contribution the Childcare Contribution the Special Educational Needs and Disabilities Contribution shall each be index linked by reference to the BCIS Index figure for the first quarter of 2020 to the finalised figure applicable to the quarter in which the contribution is paid;

10.3 Where any sum listed in clause 10.2 above is required to be index linked by reference to the BCIS Index that sum payable shall be increased in accordance with any change in the Building Cost Information Service All-in Tender Price Index published from time to time 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 to be calculated in accordance with the table at Schedule 6 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 specified in clause 10.2

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

10.4 The Waste Services Contribution shall be index linked by reference to the BCIS Index figure for the fourth quarter of 2021 to the finalised figure applicable to the quarter in which the contribution is paid;

10.5 Where any sum listed in clause 10.4 above is required to be index linked by reference to the BCIS Index that sum payable shall be increased in accordance with any change in the Building Cost Information Service All-in Tender Price Index published from time to time 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 to be calculated in accordance with the table at Schedule 6 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 specified in clause 10.4

Where $C+D =$ is equal to or greater than 1

10.6 The Sustainable Transport Contribution shall be index-linked to movements in the SPON'S Index from January 2019 to the date on which the Sustainable Transport Contribution is paid;

10.7 The Monitoring Contribution shall be index-linked by reference to the RPI Index figure of July 2021 to the finalised figure applicable to the month in which the Monitoring Contribution is paid.

10.8 Where any sum listed in clause 10.7 above is required to be index linked by reference to the RPI Index that sum payable shall be increased in accordance with any change in the RPI 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 RPI Index for the date upon which the payment described below is actually paid and;

D is the RPI figure specified in clause 10.7

Where $C+D$ = is equal to or greater than 1

- 10.9 Where any sum to be paid to the County 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 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 payer of the interim payment (as the case may be) once the relevant indices have been finalised;
- 10.10 if any payment due under this Deed by the Owner is paid late, Interest will be payable from the date payment is due to the date payment is received by the Council as the case may be;
- 10.11 if prior to the receipt of the Council Contributions 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 then the Council or the County Council (as appropriate) may immediately following receipt of the relevant contributions deduct from them such expenditure incurred;
- 10.12 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. COSTS

- 11.1 The Owner shall pay the Council's reasonable legal costs plus disbursements incurred in connection with the preparation negotiation and completion of this Deed immediately prior to completion;
- 11.2 The Owner shall pay the County and District Council's reasonable legal costs plus disbursements incurred in connection with the preparation negotiation and completion of this Deed immediately prior to completion.

12. REGISTRATION OF THIS DEED

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

13. 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 the terms and provisions herein on any person who is not a Party hereto or a successor in title to a Party hereto.

14. NOTICE

14.1 The Owner shall give the Council prior written notice of:

- 14.1.1 the Commencement of the Development;
- 14.1.2 the Occupation of the 1st Dwelling to be Occupied;
- 14.1.3 the Occupation of 25% of the Dwellings to be Occupied;
- 14.1.4 the Occupation of 50% of the Dwellings to be Occupied;
- 14.1.5 the Occupation of 80% of the Dwellings to be Occupied;
- 14.1.6 the completion of the Development;
- 14.1.7 the Occupation of the last Dwelling to be Occupied; and
- 14.1.8 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.

14.2 The Owner covenants with the County Council:-

- 14.2.1 to give the County 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 Seven hereto;
- 14.2.2 to give the County Council no less than five (5) Working Days' notice of the Occupation of the Development;

- 14.2.3 to give the County Council no less than five (5) Working Days' notice of Completion of the Development such notice to be in writing using the proforma set out in Schedule 6 hereto.

15. 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 Seven and shall contain the Application reference number 17/01955/1 and reference to the date of this Deed and shall be sufficiently served if delivered personally or sent by recorded delivery service to the following persons:

The Council	Development and Conservation Manager North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF ref 17/01955/1
The County Council	The Chief Legal Officer, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, Hertfordshire SG13 8DE with reference 017953
The Owner	Logie Property Co. Limited of Ickleford Mill, Ickleford, Hitchin SG5 3UN

16. 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:

- 16.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement;
- 16.2 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;
- 16.3 The person to be appointed pursuant to clause 16.2 shall be a person having ten years or more post qualification experience of projects comprising works of the scale and nature of the Development;

- 16.4 Reference to the expert shall be on terms that determination shall take place within 28 working days of the expert accepting his instructions;
- 16.5 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;
- 16.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision;
- 16.7 The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute;

For the avoidance of doubt references to 'party' or 'parties' in this clause 16 exclude the County Council and the County Council shall not be required to submit to or be bound by the provisions of Clauses 16.1 – 16.7.

17. MISCELLANEOUS

- 17.1 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;
- 17.2 At the written request of the Owner at any time after the planning obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owner with written confirmation of the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed;
- 17.3 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 or the Secretary of State or any other competent authority;
- 17.4 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. JURISDICTION

- 18.1 This Deed is to be governed by and interpreted in accordance with the laws of England;

- 18.2 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 the Council who retain the right to sue and enforce any judgment against the Owner in the courts of any competent jurisdiction.

19. EXECUTION

The parties have executed this Deed as a deed but it is not delivered until the date set out above.

SCHEDULE 1
DRAFT PLANNING PERMISSION



www.north-herts.gov.uk

NORTH HERTFORDSHIRE DISTRICT COUNCIL

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure) Order
2015

DRAFT DECISION NOTICE

Correspondence Address:

Winter
Junction 41 Business Court
East Ardsley
Leeds
WF3 2AB

Applicant:

Mr Isaacson

PARTICULARS OF DEVELOPMENT

Application: 17/01955/1

Proposal: Outline Planning application for up to 71 dwellings and associated access, car parking, garages, landscaping and open space including demolition and removal of all existing structures, buildings and hardstanding (all matters reserved except means of access). - Planning update note available to view.

Location: Ickleford Mill, Arlesey Road, Ickleford

Plan Nos: Developable Area Plan Location Plan Proposed Mean of Access

PARTICULARS OF DECISION

In pursuance of its powers under the above Act and the associated Orders and Regulations, the Council hereby **GRANT PERMISSION** for the development proposed by you in your application received with sufficient particulars on 21 August 2017 subject to the following condition(s):

1. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission, and the development hereby permitted shall be begun before the expiration of 2 years from the date of approval of the last of the reserved matters to be approved.

Reason: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out wholly in accordance with the details specified in the application and supporting, approved documents and plans, together with the reserved matters approved by the Local Planning Authority, or with minor modifications of those details or reserved matters which previously have been agreed in writing by the Local Planning Authority as being not materially different from those initially approved.

Reason: To ensure the development is carried out in accordance with details which form the basis of this grant of permission or subsequent approval of reserved matters.

3. Before the development hereby permitted is commenced, approval of the details of the siting, design and external appearance of the development, layout and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained in writing from the Local Planning Authority.

Reason: To comply with the provisions of Article 3 of the Town and Country Planning (General Development Procedure) Order 1995 as amended.

4. The reserved matters application(s) shall include new buildings within the Developable Area only (except for the proposed pumping station and apron) as defined on the Developable Area Plan (reference P4048 SPA XX ZZ DR A 10 001 Rev A dated October 2022).

Reason: To protect the Green Belt from inappropriate development and to protect its openness. For the avoidance of doubt.

5. The landscape details to be submitted as reserved matters shall include the following:
 - a) which, if any, of the existing vegetation is to be removed and which is to be retained
 - b) what new trees, shrubs, hedges and grassed areas are to be planted, together

- with the species proposed and the size and density of planting
- c) the location and type of any new walls, fences or other means of enclosure and any hardscaping proposed
 - d) details of any earthworks and / or levels changes;
 - e) the use of native species plants and trees as required by the Landscape, Ecology Management Plan (LEMP) condition.
 - f) planting proposed near the river should be appropriate for the riparian habitat.

Reason: To ensure the submitted details are sufficiently comprehensive to enable proper consideration to be given to the appearance of the completed development and in the interests of biodiversity.

6. None of the trees and hedges identified in the submitted Tree Assessment as being retained on the application site shall be felled, lopped, topped, uprooted, removed or otherwise destroyed or killed without the prior written agreement of the Local Planning Authority.

Reason: To safeguard and enhance the appearance of the completed development and the visual amenity of the locality.

7. Before the commencement of any other works on the site, trees and hedges to be retained shall be protected by the erection of temporary chestnut paling or chain link fencing of a minimum height of 1.2 metres on a scaffolding framework, located at the appropriate minimum distance from the tree trunk in accordance with Section 4.6 of BS5837:2012 'Trees in relation to design, demolition and construction - Recommendations, unless in any particular case the Local Planning Authority agrees to dispense with this requirement. The fencing shall be maintained intact for the duration of all engineering and building works. No building materials shall be stacked or mixed within 10 metres of the tree. No fires shall be lit where flames could extend to within 5 metres of the foliage, and no notices shall be attached to trees.

Reason: To prevent damage to or destruction of trees to be retained on the site in the interests of the appearance of the completed development and the visual amenity of the locality.

8. No pre-construction, demolition or enabling works shall take place until full details of a dust management plan (to include measures to minimise dust impacts) during the demolition and construction phases of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The construction project shall thereafter be carried out in accordance with the approved programme unless otherwise agreed in writing by the Local Planning Authority.

Reason: To minimise environmental impacts and protect the residential amenity of existing residents.

9. Prior to the commencement of any single phase of development, a Demolition and Construction Management Plan/Method Statement shall be submitted to and approved in writing by the local planning authority in consultation with the Highway Authority and Environmental Health Unit (Noise). Thereafter the demolition and construction of the development shall only be carried out in accordance with the approved Plan/Statement. The Construction Management Plan/Method statement shall address the following matters:

- (i) Details of a demolition and construction phasing programme (including any pre-construction or enabling works);
- (ii) Hours of construction operations including times of deliveries and removal of waste;
- (iii) Site set up and general arrangements for storing plant including cranes, materials, machinery and equipment, temporary offices and other facilities, construction vehicle parking and loading/unloading and vehicle turning areas;
- (iv) Access and protection arrangements around the site for pedestrians, cyclists and other customers; (v) Details of provisions for temporary car parking during construction;
- (v) The location of construction traffic routes to and from the site, details of their signing, monitoring and enforcement measures; (vii) Screening and hoarding details (viii) End of day tidying procedures;
- (vi) Construction and storage compounds (including areas designated for car parking);
- (vii) Siting and details of wheel washing facilities;
- (viii) Cleaning of site entrances, site access roads and the adjacent public highway and: (xii) Disposal of surplus materials.

Reason: To minimise the impact of construction vehicles on the highway network and to maintain the amenity of the local area.

10. Prior to commencement of the development (other than demolition works), the main access road shall be provided 5.5 metres wide for the first 25 metres where after the principal access road shall be narrowed to a minimum of 5.0 metres wide with the kerb radii along the adjacent Arlesey Road being a minimum of 10.0 metres which shall be complete with tactile crossing features to the current specification of Hertfordshire County Council and to the local Planning Authority's satisfaction.

Reason: In order to protect highway safety and the amenity of other users of the public highway, in line with HCC Local Transport Plan Policy 5.

11. Prior to first occupation of the development, a system of footways shall be provided to connect the new development with the existing bus stops along Arlesey Road as part

of the application. The bus stops will need to be complete with easy access kerbs and shelters as appropriate. The exact location and accommodating works will need to be as identified on drawing number E3631/700/E and agreed in conjunction with appropriate parties. These works shall be secured and undertaken as part of the s278 works.

Reason: In order to provide safe and suitable pedestrian access to public transport facilities, in line with HCC Local Transport Plan Policy 5.

12. Before the main access is first brought into use vehicle to vehicle visibility splays of 2.4 metres x 43 metres to both directions shall be provided and permanently maintained. Within which there shall be no obstruction to visibility between 600 mm and 2.0 metres above the footway level. These measurements shall be taken from the intersection of the centre line of the permitted access with the edge of the carriageway of the highway respectively into the application site and from the intersection point along the edge of the carriageway.

Reason: In order to protect highway safety and the amenity of other users of the public highway, in line with HCC Local Transport Plan Policy 5.

13. The gradient of the main access from the Arlesey Road shall not be steeper than 1 in 20 for the first 15 metres from the edge of the carriageway.

Reason: In order to protect highway safety and the amenity of other users of the public highway, in line with HCC Local Transport Plan Policy 5.

14. No dwelling forming part of the development shall be occupied until a Zebra crossing 3.0 metres wide has been provided along Arlesey Road. The crossing will need to be complete with pedestrian tactiles, Belisha beacons and road markings as appropriate. The exact location and accommodating works will need to be as identified on drawing number E3631/700/E and agreed in conjunction with appropriate parties. These works shall be secured and undertaken as part of the s278 works.

Reason: To facilitate the free and safe flow of other traffic on the highway and the safety and convenience of pedestrians of all ages and abilities, in line with HCC Local Transport Plan Policy 5.

15. No development (other than demolition works) shall commence until full details have been submitted to and approved in writing by the Local Planning Authority in relation to the proposed arrangements for future management and maintenance of the proposed streets within the development. (The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under Section 38 of the Highways Act 1980 or a Private Management and Maintenance Company has been established).

Reason: To ensure satisfactory development and to ensure estate roads are managed and maintained thereafter to a suitable and safe standard in accordance with Policies 5 and 22 of Hertfordshire's Local Transport Plan (adopted 2018).

16. Prior to the occupation of any dwellings hereby permitted, an Electric Vehicle ready (active) domestic charging point shall be provided for each property and thereafter permanently retained.

Reason: To ensure construction of a satisfactory development and to promote sustainable development in accordance with Policies 5, 19 and 20 of Hertfordshire's Local Transport Plan (adopted 2018).

17. Prior to the first occupation of the development hereby permitted a scheme for the parking and storage of cycles for each dwellinghouse including details of the design, level and siting shall be submitted to and approved in writing by the Local Planning Authority. Where appropriate, this shall also include details for the parking of mobility scooters. The scheme must be designed in line with the cycle parking standards contained in the DfT's Cycle Infrastructure Design LTN1/20. The approved scheme shall be fully implemented before the development is first occupied or brought into use and thereafter retained for this purpose.

Reason: To ensure the provision of adequate cycle parking that meets the needs of occupiers of the proposed development and in the interests of encouraging the use of sustainable modes of transport in accordance with Policies 1, 5 and 8 of Hertfordshire's Local Transport Plan (adopted 2018).

18. Three months prior to the first occupation / use of the approved development, a detailed Travel Plan Statement for the site shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highways Authority. The Travel Plan Statement shall take account of Travel Plan Guidance' at www.hertsdirect.org. It shall be implemented in accordance with the timetable and target contained therein and shall continue to be implemented as long as any part of the development is occupied subject to approved modifications agreed by the Local Planning Authority in consultation with the Highway Authority as part of the annual review.

Reason: To ensure that sustainable travel options associated with the development are promoted and maximised to be in accordance with Policies 3, 5, 7, 8, 9 and 10 of Hertfordshire's Local Transport Plan (adopted 2018).

19. The proposed emergency vehicular access as identified on the submitted layout plan (E3631-700E - Proposed Means of Access) shall be used by emergency vehicles, pedestrians and cyclists only. The reserved matters details shall include details of physical measures to restrict the use of the access to the aforementioned users only. These measures shall be implemented before any dwellinghouses are occupied and retained in perpetuity.

Reason: it has not been demonstrated that the secondary vehicular access is safe for general use by vehicular traffic.

20. No development (other than demolition works) approved by this planning permission shall take place until a detailed surface water drainage scheme has been submitted to, and approved in writing by, the local planning authority. The surface water drainage system will be based on the submitted Flood risk Assessment carried out by Wormald Burrows Partnership Limited reference E3631-frareport-0917-Rev1 dated July 2017. The surface water drainage scheme should include;

(i) Implementing the appropriate drainage strategy based on attenuation and discharge into the River Oughton, using appropriate above ground SuDS measures.

(ii) Limiting the surface water run-off generated by the 1 in 100 year + 40% for climate change critical storm to greenfield runoff rates. Alternatively undertake modelling of the scheme to ensure there are no impacts from the unrestricted proposed discharge rate.

(iii) Providing attenuation to ensure no increase in surface water run-off volumes for all rainfall events up to and including the 1 in 100 year + climate change event

(iv) Detailed engineered drawings of the proposed SuDS features including their, location, size, volume, depth and any inlet and outlet features including any connecting pipe runs and all corresponding calculations/modelling to ensure the scheme caters for all rainfall events up to and including the 1 in 100 year + 40% allowance climate change event. The plan should show any pipe 'node numbers' that have been referred to in network calculations and it should also show invert and cover levels of manholes.

Reason To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

21. Upon completion of the drainage works a management and maintenance plan for the SuDS features and drainage network must be submitted to and approved in writing by

the Local Planning Authority. The scheme shall include maintenance and operational activities; arrangements for adoption and any other measures to secure the operation of the scheme throughout its lifetime.

Reason: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site. www.hertfordshire.gov.uk Informative to the LPA

22. No development (other than demolition works) shall commence until a foul water strategy has been submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the foul water strategy so approved unless otherwise approved in writing by the Local Planning Authority.

Reason: To prevent environmental and amenity problems arising from flooding.

23. No dwelling shall be occupied until a Flood Warning & Evacuation Plan (FWEP) to identify safe access/egress routes and refuges in the event of extreme surface water flooding at the junction of the site with Arlesey Road has been submitted to and approved in writing by the local planning authority. The FWEP shall include details of the management and implementation of the plan. The FWEP shall thereafter be implemented in accordance with the approved details.

Reason: To ensure the safety and health of occupiers and visitors to the site.

24. No demolition work shall commence until details of protection measures and where necessary the repair of the existing brick walls, piers and coping stones forming the boundaries of the site immediately south and east of East Lodge have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the wall shall be retained and repaired as agreed in accordance with the approved details.

Reason: In the interests of visual amenity and to retain important details associated with the historic mill use of the site.

25. No demolition/development shall take place/commence until an Archaeological Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of archaeological significance and research questions; and:
1. The programme and methodology of site investigation and recording
 2. The programme for post investigation assessment
 3. Provision to be made for analysis of the site investigation and recording
 4. Provision to be made for publication and dissemination of the analysis and records of the site investigation
 5. Provision to be made for archive deposition of the analysis and records of the site investigation

6. Nomination of a competent person or persons/organisation to undertake the works set out within the Archaeological Written Scheme of Investigation.

Reason: to ensure the protection of heritage assets of archaeological interest

26. The demolition/development shall take place/commence in accordance with the programme of archaeological works set out in the Written Scheme of Investigation approved under condition 26.

Reason: to ensure the protection of heritage assets of archaeological interest

27. The development shall not be occupied/used until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under condition 26 and the provision made for analysis and publication where appropriate.

Reason: to ensure the protection of heritage assets of archaeological interest

28. No development (other than demolition works) shall take place until details of a scheme for the provision of fire hydrants to serve the relevant phases of the development has been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. The provision and installation of fire hydrants, at no cost to the County or Fire & Rescue Service.

Reason: To ensure all proposed dwellings have adequate water supplies for in the event of an emergency.

29. (a) No development approved by this permission shall be commenced until a Site Investigation (Phase II environmental risk assessment) report has been submitted to and approved by the Local Planning Authority which includes:

(i) A full identification of the location and concentration of all pollutants on this site and the presence of relevant receptors, and;

(ii) The results from the application of an appropriate risk assessment methodology

(b) No development approved by this permission (other than that necessary for the discharge of this condition) shall be commenced until a Remediation Method Statement report; if required as a result of (a), above; has been submitted to and approved by the Local Planning Authority.

(c) This site shall not be occupied, or brought into use, until:

(i) All works which form part of the Remediation Method Statement report pursuant to the discharge of condition (b) above have been fully completed and if required a

formal agreement is submitted that commits to ongoing monitoring and/or maintenance of the remediation scheme.

(ii) A Remediation Verification Report confirming that the site is suitable for use has been submitted to, and agreed by, the Local Planning Authority.

(d) Any contamination, other than that reported by virtue of condition (b), encountered during the development of this site shall be brought to the attention of the Local Planning Authority as soon as practically possible; a scheme to render this contamination harmless shall be submitted to and agreed by, the Local Planning Authority and subsequently fully implemented prior to the occupation of this site.

Reason: To ensure that any contamination affecting the site is dealt with in a manner that safeguards human health, the built & natural environment & controlled waters

30. No development (other than demolition works) shall commence until further details of the circulation route for refuse collection vehicles have been submitted to the local planning authority and approved in writing. The required details shall include a full construction specification for the route, and a plan defining the extent of the area to which that specification will be applied. No dwelling forming part of the development shall be occupied until the refuse vehicle circulation route has been laid out and constructed in accordance with the details thus approved, and thereafter the route shall be maintained in accordance with those details.

Reason: To ensure that satisfactory provisions is made for the collection of refuse and recycling.

31. Prior to the commencement of development (other than demolition works), full details of the on-site storage facilities for waste including waste for recycling shall be submitted to and approved in writing by the local planning authority. Such details shall identify the specific positions of where wheeled bins will be stationed and walk distances for residents including the specific arrangements to enable collection from the kerbside of the adopted highway/refuse collection vehicle access point [or within 5m]. The approved facilities shall be provided prior to the commencement of the use hereby permitted and shall be retained thereafter unless alternative arrangements are agreed in writing by the local planning authority.

Reason: To protect the amenities of nearby residents/occupiers and in the interests of visual amenity

32. Prior to the commencement of development (other than demolition works), full details of the on-site storage facilities for waste including waste for recycling shall be submitted to and approved in writing by the local planning authority. Such

details shall identify the specific positions of where wheeled bins will be stationed and the specific arrangements to enable collection from within 15m of the kerbside of the adopted highway/ refuse collection vehicle access point. The approved facilities shall be provided prior to the commencement of the use hereby permitted and shall be retained thereafter unless alternative arrangements are agreed in writing by the local planning authority.

Reason: To protect the amenities of nearby residents/occupiers and in the interests of visual amenity.

33. Prior to the commencement of the development (other than demolition works), a pre-construction energy and sustainability statement to be submitted to and approved in writing by the Local Planning Authority setting out specific ways in which the energy usage of the development will be reduced. Thereafter, all measures set out and agreed shall be implemented in accordance with the approved plans.

Reason: to ensure that the development is energy efficient and minimises energy use.

34. Works that will affect roosting bats set out in the Bat Roost Survey Report dated October 2022 prepared by Wardell Armstrong shall not in any circumstances commence unless the local planning authority has been provided with a copy of either:
- a) a licence, or confirmation of valid licence, issued by Natural England pursuant to Regulation 53 of The Conservation of Habitats and Species Regulations 2017 authorising the specified activity / development to go ahead; or
 - b) a statement in writing from Natural England to the effect that it does not consider that the specified activity/development will require a licence. Development shall then proceed in accordance with that licence and in accordance with the approved bat report unless otherwise agreed in writing with the LPA.

Reason: in the interests of wildlife protection and in accordance with Conservation of Habitats and Species Regulations 2017

35. The development shall be carried out in complete accordance with the recommendations contained in section 4 of the submitted Badger and Otter Report dated 2022.

Reason: in the interests of wildlife protection and in accordance with Conservation of Habitats and Species Regulations 2017.

36. Within a month prior to commencement of the development (including clearance work), a mammal walk-over survey of the site and 30m of adjacent land (access permitting) shall be carried out by a suitably qualified and experienced ecologist to

check for the presence of further active badger setts, otter holts and water vole holes / feedings stations and if protected mammals will be impacted by the development proposals, appropriate mitigation to safeguard them must be submitted to the Local Planning Authority for approval. A licence may be required from Natural England to proceed lawfully. In the absence of the requirement for a licence any recommended non licensable mitigation should be carried out in full.

Reason: in the interests of wildlife protection and in accordance with Conservation of Habitats and Species Regulations 2017.

37. A landscape and ecological management plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior to the commencement of the development. The content of the LEMP shall deliver a net gain in habitat units from a combination of on and offsite measures to achieve a measurable net gain to biodiversity and include the following.

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate creation and management options for achieving the required number of ecological units as detailed in approved metric (including species mixes).
- e) Prescriptions for management actions which must correspond with and directly reference the habitat and condition scores in the approved metric.
- f) Preparation of a 5 year work schedule (including an annual work plan) capable of being rolled forward in perpetuity i.e. 30 years, with habitats clearly marked on plans.
- g) Ongoing monitoring and reporting schedule, with assessment and triggers for remedial measures.
- h) Required actions should habitat areas fail to reach stated condition in the approved metric.
- i) Details of the body or organisation responsible for implementation of the plan.
- j) Details of integrated bird and bat boxes, make, model and location.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason: in the interests of biodiversity.

38. No development shall commence (other than demolition works) until full details of the following have been submitted to and approved in writing by the local planning authority:

- (i) a site wide wildlife-sensitive lighting scheme;
- (ii) hedgehog friendly boundary treatments;
- (iii) the provision of 20 bat boxes.

Thereafter, the development shall be implemented in accordance with the approved details and retained in perpetuity.

Reason: in the interests of wildlife and habitat protection and enhancement.

Proactive Statement:

Planning permission has been granted for this proposal. The Council acted proactively through positive engagement with the applicant during the determination process which led to improvements to the scheme. The Council has therefore acted proactively in line with the requirements of the Framework (paragraph 38) and in accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015.

Informative/s:

1. Environmental Health:

During the change of use phase the guidance in BS5228-1:2009 (Code of Practice for noise Control on construction and open sites) should be adhered to.

During the change of use phase no activities should take place outside the following hours: Monday to Friday 08:00-18:00hrs; Saturdays 08:00-13:00 hours and Sundays and Bank Holidays: no work at any time.

Prior to the commencement of demolition of the existing buildings, a survey should be undertaken in order to identify the presence of asbestos containing materials. Any asbestos containing materials should be handled and disposed of appropriately. Where necessary this should include the use of licensed contractors and waste disposal sites licensed to receive asbestos.

2. EV Charging Point Specification

A charging point shall be installed by an appropriately certified electrician/electrical contractor in accordance with the following specification. The necessary certification of electrical installation should be submitted as evidence of appropriate installation to meet the requirements of Part P of the most current Building Regulations.

Cable and circuitry ratings should be of adequate size to ensure a minimum continuous current demand for the vehicle of 16A and a maximum demand of 32A (which is recommended for Eco developments)

- o A separate dedicated circuit protected by an RBCO should be provided from the main distribution board, to a suitably enclosed termination point within a garage or an accessible enclosed termination point for future connection to an external charge point.

- o The electrical circuit shall comply with the Electrical requirements of BS7671: 2008 as well as conform to the IET code of practice on Electric Vehicle Charging Equipment installation 2012 ISBN 978-1-84919-515-7 (PDF). This includes requirements such as ensuring the Charging Equipment integral protective device shall be at least Type A RCD (required to comply with BS EN 61851 Mode 3 charging).

- o If installed in a garage all conductive surfaces should be protected by supplementary protective equipotential bonding. For vehicle connecting points installed such that the vehicle can only be charged within the building, e.g. in a garage with a (non-extended) tethered lead, the PME earth may be used. For external installations the risk assessment outlined in the IET code of practice must be adopted, and may require additional earth stake or mat for the EV charging circuit. This should be installed as part of the EV ready installation to avoid significant on cost later.

- o A list of authorised installers (for the Government's Electric Vehicle Homecharge Scheme) can be found at <https://www.gov.uk/government/organisations/office-for-low-emission-vehicles>

- o UK Government is intending to issue legislation in 2021 to require domestic EV charge points to be smart, thus we recommend that all charge points will be capable of smart charging, as detailed in UK Gov consultation response.

3. Highways

Works within the highway (section 278): The applicant is advised that in order to comply with this permission it will be necessary for the developer of the site to enter into an agreement with Hertfordshire County Council as Highway Authority under Section 278 of the Highways Act 1980 to ensure the satisfactory completion of the access and associated road improvements. The construction of such works must be undertaken to the satisfaction and specification of the Highway Authority, and by a contractor who is authorised to work in the public highway. Before works commence the applicant will need to apply to the Highway Authority to obtain their permission and requirements. Further information is available via the County Council website at:

<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/development-management/highways-development-management.aspx> or by telephoning 0300 1234047.

Construction Management Plan (CMP): The purpose of the CMP is to help developers minimise construction impacts and relates to all construction activity both on and off site that impacts on the wider environment. It is intended to be a live document whereby different stages will be completed and submitted for application as the development progresses. A completed and signed CMP must address the way in which any impacts associated with the proposed works, and any cumulative impacts of other nearby construction sites will be mitigated and managed. The level of detail required in a CMP

will depend on the scale and nature of development. The CMP would need to include elements of the Construction Logistics and Community Safety (CLOCS) standards as set out in our Construction Management template, a copy of which is available on the County Council's website at: <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/development-management/highways-development-management.aspx>

4. Lead Local Flood Authority

Please note that the watercourse within the site boundary is an ordinary watercourse. Any works proposed to be carried out that may affect the flow within an ordinary watercourse will require the prior written consent from the Lead Local Flood Authority under Section 23 of the Land Drainage Act 1991. This includes any permanent and or temporary works regardless of any planning permission.

5. Anglian Water

Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore, the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.

6. Herts Ecology

The site wide lighting scheme should be minimised by the use of lights with warm white light sources, UV filters, movement sensors, and directional downlights - illuminating below the horizontal plane which avoid light trespass into the environment. The use of light directional accessories such as baffles, hoods and louvres can assist with this. Particular attention should be made to avoid lighting of the trees, hedgerows and the river. Lighting types to be avoided include any blue-white light sources, metal halide and mercury lamps, and any form of uplighting, which lights above the horizontal plane, illuminating trees and foraging habitat.

A bat mitigation licence will be required from Natural England to proceed lawfully with demolition of B6 and satisfy the Conservation of Habitats and Species Regulations 2017 (as amended).

Signed:



Shaun Greaves
Development and Conservation Manager

Development Management
North Hertfordshire District Council
Council Offices
Gernon Road
Letchworth
Herts
SG6 3JF

Date: xxxxxxxxxxxx

The Council's Privacy Notice is available on our website: <https://www.north-herts.gov.uk/home/council-data-and-performance/data-protection/information-management-gdpr>

NOTES

- 1 **Failure to satisfy conditions may invalidate this permission and/or result in enforcement action. Particular attention should be paid to the requirements of any condition in bold.**
- 2 Applicants will need to pay a compliance fee where they request confirmation in writing of any planning consent, agreement or approval (commonly known as discharge of conditions) required by one or more conditions or limitations attached to a grant of planning permission.
- 3 The fee is £116 per request or £34 where the permission relates to an extension or alteration to a dwellinghouse or other development in the curtilage of the dwellinghouse.

The request can be informal through the submission of a letter or plans, or formal through the completion of an application form and the submission of plans. Any number of conditions may be included on a single request. The form is available via the Council's website:

www.north-herts.gov.uk/home/planning/planning-applications/submit-planning-application

- 4 If the development hereby permitted is one that will require a new postal address/es then please contact the Council's **street naming and numbering service** on 01462 474431 or email SNN@north-herts.gov.uk who will advise you on how to apply for the new address/es.

Any proposed sales and/or marketing name to be adopted by the developer should be forwarded to the **street naming and numbering service**, prior to any publication of the site details and sales information.

- 5 If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

6 **Purchase Notices**

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

- 7 The District Council and County Highway Authority wish to ensure that, in the implementation of the development, hereby approved, the highway verge adjacent to the property is not damaged or does not become unsightly due to the stationing of skips, parking of vehicles, storing of building materials etc thereon. Your attention is, therefore, drawn to the provisions of Section 131 of the Highways Act 1980 and to the Hertfordshire County Council Bylaws 1955 (specifically relating to grass margins and verges in Letchworth Garden City) by virtue of which such actions, unless

authorised by the prior grant of a licence, constitute a prosecutable offence. Persons responsible for undertaking the development and any associated works are, therefore, strongly encouraged to take appropriate steps to ensure that no breach of the said legislation occurs during the course of such activities. In the event of any damage being caused it will be expected that suitable reinstatement is undertaken upon completion of the development. Failure to do so could also result in legal action being pursued. To obtain information regarding the issue of licences, contact Hertfordshire Highways, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, SG138DQ or telephone 0300 1234 047.

8 Cadent Gas Informative:

Cadent Gas own and operate the gas infrastructure within the area of your development. Contact our Plant Protection Team for approval before carrying out any works on site and ensuring requirements are adhered to. Email plantprotection@cadentgas.com Alternatively you can register on www.beforeyoudig.cadentgas.com This service is free of charge.

THIS PLANNING PERMISSION DOES NOT CONSTITUTE APPROVAL UNDER BUILDING REGULATIONS AND IS NOT A LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT. IT DOES NOT CONVEY ANY APPROVAL OR CONSENT WHICH MAY BE REQUIRED UNDER ANY ENACTMENT, BYE-LAW, ORDER OR REGULATION OTHER THAN SECTION 57 OF THE TOWN AND COUNTRY PLANNING ACT 1990.

SCHEDULE 2

THE OWNER'S COVENANTS WITH THE COUNCIL

Part 1

Affordable Housing

1. The Owner covenants with the Council:
 - 1.1 that at least 40% of the Dwellings to be built on the Land shall be Affordable Housing Units and the Council and the Owner shall agree (both parties acting reasonably) the Affordable Housing Scheme prior to the Commencement of Development and the following Part 1 of Schedule Two shall apply:
 - 1.2 that the Owner shall ensure that at least 65% of the Affordable Housing Units are Affordable or Social Rented Units and 35% of the Affordable Housing Units are Intermediate Housing unless otherwise agreed in writing by the Council;
 - 1.3 to deliver the Affordable Housing as per below or in accordance with the approved Affordable Housing Scheme unless otherwise agreed in writing between the Council and the Owner (both parties acting reasonably);
 - 1.3.1 as Affordable Rented Units:
 - 4 x one bedroom flats;
 - 2 x two bedroom flats;
 - 5 x two bedroom houses; and
 - 6 x three bedroom house
 - 1.3.2 as Social Rented Units:
 - 1 x four bedroom house
 - 1.3.3 as Shared Ownership Units:
 - 2 x one bedroom flats;
 - 2 x two bedroom houses;
 - 5 x three bedroom house; and
 - 1 x four 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 not to Occupy more than 25% of the Open Market Dwellings until 50% of the Affordable Housing Units:
- 1.5.1 have been constructed to the Council's reasonable satisfaction in accordance with the requirements set out in **paragraph 1.4** above, the Planning Permission and the Reserved Matters and to such standard as would enable immediate Occupation by a purchaser, tenant or lessee of the Affordable Housing Units;
 - 1.5.2 have been transferred to one or more Affordable Housing Providers; and
 - 1.5.3 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 and a Nomination Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement) has been submitted to the Council for all Affordable/Social Rented Units. The Council shall have the right to nominate a Qualifying Person to occupy each of the Affordable/Social Rented Units as referred to in **paragraph 1.16** (or such variation or substitution issued by North Hertfordshire District Council thereafter)
- 1.6 not to Occupy more than 65% of the Open Market Dwellings until 100% of the Affordable Housing Units:
- 1.6.1 have been constructed to the Council's reasonable satisfaction in accordance with the requirements set out in **paragraph 1.4** above, the Planning Permission and the Reserved Matters and to such standard as would enable immediate Occupation by a purchaser, tenant or lessee of the Affordable Housing Units;
 - 1.6.2 have been transferred to one or more Affordable Housing Providers; and
 - 1.6.3 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 and a Nomination Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement) has been submitted to the Council for all Affordable/Social Rented Units. The Council shall have the right to nominate a Qualifying Person to occupy each of the Affordable/Social

Rented Units as referred to in **paragraph 1.16** (or such variation or substitution issued by North Hertfordshire District Council thereafter);

- 1.7 that the transfers referred to in **paragraphs 1.5.2 and 1.6.2** shall contain the following:
- 1.7.1 the grant by the Owner to the Affordable Housing Provider(s) 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;
 - 1.7.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development;
 - 1.7.3 in the case of a lease (not being a Shared Ownership Lease or any tenancy of an Affordable/Social Rented Unit) the term shall not be less than 125 years;
 - 1.7.4 covenants by the Affordable Housing Provider(s) that:
 - 1.7.4.1 subject to **paragraph 2** below, each Affordable Housing Unit shall be used for no other purpose than Affordable Housing;
 - 1.7.4.2 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;
- 1.8 that subject to **paragraph 1.9 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 the parish of Ickleford;
- 1.9 that subject to **paragraph 2** if no Qualifying Person satisfies the requirements of paragraph 1.8 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 one of the following areas (in order of priority from **paragraphs 1.9.1 to 1.9.3**):
- 1.9.1 the Parishes of Holwell and Pirton; or
 - 1.9.2 if no Qualifying Person satisfies **paragraph 1.9.1**, other rural parishes within North Hertfordshire; or
 - 1.9.3 if no Qualifying Person satisfies **paragraphs 1.9.1 or 1.9.2**, North Hertfordshire generally;

- 1.10 that subject to **paragraph 2** the Owner 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;
- 1.11 that the Owner shall notify the Council immediately in the event of service of any notice under Section 95 of the Housing Act 2016 (or any subsequent statutory re-enactments or modifications thereof);
- 1.12 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;
- 1.13 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable/Social Rented Units to be provided to be used or Occupied other than as Affordable/Social Rented Units in accordance with the terms of this Deed;
- 1.14 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Shared Ownership Units to be provided to be used or Occupied other than as Shared Ownership Units and not to permit a tenant or occupier of a Shared Ownership Unit to purchase more than 80% of the equity of the Shared Ownership Unit in accordance with the terms of this Deed;
- 1.15 that subject to **paragraph 2** below the Owner and the Developer shall not Occupy or permit the Affordable Housing Units to be used or Occupied other than by Qualifying Persons and their dependants;
- 1.16 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 Housing Units as follows:
- 1.16.1 the right to nominate Qualifying Persons to occupy all of the Affordable/Social Rented Units and Intermediate Dwellings in respect of the first disposal (by way of lease or otherwise) of all of the Affordable Housing Units; and
- 1.16.2 the right to nominate Qualifying Persons to occupy three out of every four of the Affordable/Social Rented Units and Intermediate Dwellings in respect of the second and subsequent disposals of the Affordable Housing Units (by way of lease, assignment or otherwise);
- 1.17 that subject to **paragraph 2** below the Owner shall not Occupy or permit each Shared Ownership Unit to be Occupied unless and until in respect of that Shared Ownership Unit the Affordable Housing Provider referred to in **paragraph 1.5.2** above has

entered into a Shared Ownership Lease to a Qualifying Person with a Local Connection to the District of North Hertfordshire.

2. The provisions of this part of Schedule Two 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 appointed by such Chargee) PROVIDED THAT the Chargee or receiver or manager appointed by the Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours for a period of three months from the date of the written notification to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses and if such disposal has not completed with the three month period, the Chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely;
 - 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) shall first give written notice to the Council of its intention to dispose of the Shared Ownership Unit and shall have used reasonable endeavours for a period of three months from the date of the written notification to complete a disposal of the Shared Ownership Unit to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses and if such disposal has not completed with the three month period, the Chargee or receiver shall be entitled to dispose of the Shared Ownership Unit free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely;
 - 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.

Part 2

Local Community Facilities Contribution

1. The Owner covenants with the Council:
 - 1.1 to pay the Local Community Facilities Contribution in two equal instalments as follows:
 - 1.2 to pay to the Council 50% of the Local Community Facilities prior to the Commencement of the Development;
 - 1.3 not to Commence or allow Commencement of the Development unless and until 50% of the Local Community Facilities Contribution has been paid to the Council in accordance with paragraph 1.2 above;
 - 1.4 to pay to the Council the remaining 50% of the Local Community Facilities Contribution prior to Occupation of 50% of the Dwellings;
 - 1.5 not to Occupy or permit the Occupation of more than 50% of the Development unless and until the remaining 50% of the Local Community Facilities Contribution has been paid to the Council in accordance with paragraph 1.4 above.

Part 3

St Katherine's Church Contribution

- 1 The Owner covenants with the Council:
 - 1.1 to pay the St Katherine's Church Contribution in two equal instalments as follows:
 - 1.2 to pay to the Council 50% of the St Katherine's Church Contribution prior to Commencement of the Development;
 - 1.3 not to Commence or allow Commencement the Development unless and until 50% of the St Katherine's Church Contribution has been paid to the Council in accordance with paragraph 1.2 above;
 - 1.4 to pay to the Council the remaining 50% of the St Katherine's Church Contribution prior to the Occupation of 50% of the Dwellings ;
 - 1.5 not to Occupy or permit more than 50% of the Dwellings unless and until the remaining 50% of the St Katherine's Church Contribution has been paid to the Council in accordance with paragraph 1.4 above;

Part 4

Waste Collection and Recycling Contribution

1. The Owner covenants with the Council:

- 1.1 to pay to the Council 50% of the Waste Collection and Recycling Contribution prior Commencement of the Development;
- 1.2 not to Commence or permit Commencement of the Development unless and until 50% of the Waste Collection and Recycling Contribution has been paid in full to the Council in accordance with paragraph 1.1 above;
- 1.3 to pay to the Council the remaining 50% of the Waste Collection and Recycling Contribution prior to the Occupation of more than 50% of the Dwellings;
- 1.4 not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the remaining 50% of the Waste Collection and Recycling Contribution has been paid in full to the Council in accordance with paragraph 1.3 above.

Part 5

Open Space

1. The Owner covenants with the Council:
 - 1.1 to submit the Open Space Scheme and the Open Space Management Scheme to the Council as part of the Reserved Matters Application for approval prior to the Commencement of the Development such approval not to be unreasonably withheld or delayed;
 - 1.2 not to Commence Development until it has submitted to and obtained the Council's approval of the Open Space Scheme and the Open Space Management Scheme;
 - 1.3 from the Commencement of the Development to lay out the Open Space in accordance with the Reserved Matters Application and the Open Space Scheme;
 - 1.4 from the completion of each part of the Open Space in accordance with the Open Space Scheme to maintain that part of the Open Space to the standard required by the Open Space Scheme (as approved by the Council) in perpetuity and to make available and retain the Open Space at all times as public open space available for public use;
 - 1.5 prior to Occupation of 80% of the Dwellings to transfer the Open Space to the Management Body in accordance with the requirements of the Open Space Management Scheme;
 - 1.6 not to cause or permit the Occupation of more than 80% of the Dwellings UNTIL the Open Space has been laid out fully in accordance with the Reserved Matters Application and the Open Space Scheme to the Council's satisfaction and the Council has issued a certificate of completion in respect of the Open Space AND the Open Space has been transferred to the Management Body in accordance with the

requirements of the Open Space Management Scheme approved by the Council and thereafter to manage and maintain the Open Space in accordance with the Open Space Management Scheme approved by the Council;

- 1.7 from the issue of the certificate of completion by the Council to maintain the Open Space to the standard required by the Open Space Scheme and retain the Open Space at all times as public open space available for public use in perpetuity;
- 1.8 not to use the Open Space for any use or purpose other than as public open space for use by and for the enjoyment of the public in perpetuity.

Part 6

Sustainable Urban Drainage System (SuDS)

- 1 The Owner covenants with the Council:
 - 1.1 to submit the SuDS Scheme and the SuDS Management Scheme to the Council as part of the Reserved Matters Application for approval prior to the Commencement of the Development such approval not to be unreasonably withheld or delayed;
 - 1.2 not to Commence Development until it has submitted to and obtained the Council's approval of the SuDS Scheme and the SuDS Management Scheme;
 - 1.3 from the Commencement of the Development to lay out the surface water drainage in accordance with the SuDS Scheme (as approved by the Council) and fully implement and comply with the SuDS Scheme (as approved by the Council);
 - 1.4 not to cause or permit the Occupation of more than 80% of the Dwellings until the surface water drainage system has been laid out fully in accordance with the SuDS Scheme (as approved by the Council) to the Council's satisfaction and the Council has issued a certificate of completion in respect of the surface water drainage;
 - 1.5 prior to the Occupation of no more than 80% of the Dwellings to transfer the surface water drainage system to the Management Body in accordance with the requirements of the SuDS Management Scheme approved by the Council;
 - 1.6 not to cause or permit the Occupation of more than 80% of the Dwellings until the surface water drainage system has been transferred to the Management Body in accordance with the requirements of the SuDS Management Scheme approved by

the Council and thereafter to manage and maintain the surface water drainage system in accordance with the SuDS Management Scheme approved by the Council.

SCHEDULE 3

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

Part 1

Childcare Contribution

1. The Owner covenants with the County Council:
 - 1.1 to pay to the County Council the Childcare Contribution prior to Commencement;
 - 1.2 not to Commence until the Childcare Contribution has been paid in full to the County Council.

Part 2

Library Contribution

1. The Owner Covenants with the County Council:
 - 1.1 to pay to the County Council the Library Contribution prior to Commencement;
 - 1.2 not to Commence until the Library Contribution has been paid in full to the County Council.

Part 3

Monitoring Contribution

1. The Owner Covenants with the County Council:
 - 1.1 to pay the Monitoring Contribution to the County Council prior to the Commencement Date as a contribution to be allocated to and spent by the County Council towards the costs of monitoring and administering any obligations required pursuant to the Planning Permission;
 - 1.2 not to Commence nor cause nor permit Commencement until the Monitoring Contribution has been paid to the County Council

Part 4

Nursery Contribution

1. The Owner Covenants with the County Council:
 - 1.1 to pay to the County Council the Nursery Contribution prior to Commencement;
 - 1.2 not to Commence until the Nursery Contribution has been paid in full to the County Council.

Part 5

Primary Education Contribution

1. The Owner covenants with the County Council:
 - 1.1 to pay to the County Council 50% of the Primary Education Contribution prior to Commencement;
 - 1.2 not to Commence until 50% of the Primary Education Contribution has been paid in full to the County Council;
 - 1.2 to pay to the County Council the remaining 50% of the Primary Education Contribution prior to Occupation;
 - 1.3 not to Occupy nor permit suffer or allow Occupation until the full Primary Education Contribution has been paid to the County Council.

Part 6

Secondary Education Contribution

1. The Owner covenants with the County Council:
 - 1.1 to pay to the County Council 50% of the Secondary Education Contribution prior to Commencement;
 - 1.2 not to Commence until 50% of the Secondary Education Contribution has been paid in full to the County Council;
 - 1.3 to pay to the County Council the remaining 50% of the Secondary Education Contribution prior to Occupation;
 - 1.4 not to Occupy nor permit suffer or allow Occupation until the full Secondary Education Contribution has been paid to the County Council.

Part 7

Special Educational Needs and Disabilities Contribution

1. The Owner covenants with the County Council:
 - 1.1 to pay to the County Council the Special Educational Needs and Disabilities Contribution prior to Commencement;
 - 1.2 not to Commence until the Special Educational Needs and Disabilities Contribution has been paid in full to the County Council.

Part 8

Sustainable Transport Contribution

1. The Owner covenants with the County Council:
 - 1.1 to pay to the County Council the Sustainable Transport Contribution prior to Commencement;
 - 1.2 not to Commence until the Sustainable Transport Contribution has been paid in full to the County Council.

Part 9

Youth Services Contribution

1. The Owner covenants with the County Council:
 - 1.1 to pay to the County Council the Youth Services Contribution prior to Commencement;
 - 1.2 not to Commence until the Youth Services Contribution has been paid in full to the County Council.

Part 10

Waste Services Contribution

1. The Owner covenants with the County Council:
 - 1.1 to pay to the County Council the Waste Services Contribution prior to Commencement;
 - 1.2 not to Commence until the Waste Services Contribution has been paid in full to the County Council.

SCHEDULE 4

COUNCIL COVENANTS

1. The Council covenants with the Owner to pay the Council's Contributions 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 Council's 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 of the final instalment of such payment by the Council, the Council shall repay any such unexpended sum with any interest accrued thereon to the party who made that payment.
3. To issue the Planning Permission as soon as reasonably practicable following completion of this Deed.

SCHEDULE 5

COUNTY COUNCIL COVENANTS

1. The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid
2. The County Council further covenants with the Owner that it will 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 in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of notice of completion of the Development pursuant to clause 14.2.3;
3. The County Council shall provide confirmation of receipt of payment of any County Contribution (or part of) within 10 Working Days of receipt and shall provide written confirmation on request that any County Contribution has been paid in full

SCHEDULE 6

COUNTY COUNCIL CONTRIBUTION TABLE

Primary Education Contribution							
HOUSES				FLATS			
1	2	3	4+	1	2	3	4+
Open Market Dwelling and/or Intermediate Housing*							
£2,330.64	£4,593.34	£7,355.76	£9,069.35	£1,426.56	£3,272.70	£3,082.21	£3,524.45
Affordable Rented Units and/or Social Rented Units**							
£875.81	£10,167.60	£14,381.65	£16,367.81	£1,342.65	£8,625.01	£8,094.02	£8,908.28

Nursery Contribution							
HOUSES				FLATS			
1	2	3	4+	1	2	3	4+
Open Market Dwelling and/or Intermediate Housing*							
£248.36	£496.72	£827.87	£969.49	£218.15	£436.29	£414.20	£509.01
Affordable Rented Units and/or Social Rented Units**							
£82.79	£1,277.03	£1,603.35	£2,494.95	£218.15	£1,365.76	£1,322.11	£1,530.86

Service	Type	Tenure	1	2	3	≥ 4
Childcare Contribution (Aged 2)	Flat	Affordable Rented Units and/or Social Rented Units**	£74.53	£607.31	£1,250.00	£361.84
Childcare Contribution (Under 2)	Flat	Affordable Rented Units and/or Social Rented Units**	£446.61	£3,450.47	£2,712.50	£3,546.05
Library Contribution	Flat	Affordable Rented Units and/or Social Rented Units**	£47.73	£85.34	£111.09	£118.23
Secondary Education Contribution	Flat	Affordable Rented Units and/or Social Rented Units**	£1,465.34	£9,516.08	£8,571.90	£9,527.00
Youth Services Contribution	Flat	Affordable Rented Units and/or Social Rented Units**	£27.43	£160.73	£478.54	£568.56
Waste Services Contribution	Flat	Affordable Rented Units and/or Social Rented Units**	£95.12	£170.07	£221.38	£235.60
Childcare Contribution (Aged 2)	House	Affordable Rented Units and/or Social Rented Units**	£22.39	£676.53	£1,331.50	£1,130.14
Childcare Contribution (Under 2)	House	Affordable Rented Units and/or Social Rented Units**	£156.76	£2,841.42	£3,229.87	£4,087.33
Library Contribution	House	Affordable Rented Units and/or Social Rented Units**	£50.78	£88.13	£115.96	£156.47
Secondary Education Contribution	House	Affordable Rented Units and/or Social Rented Units**	£869.27	£11,359.78	£15,444.63	£17,249.24
Youth Services Contribution	House	Affordable Rented Units and/or Social Rented Units**	£26.69	£239.22	£562.38	£974.43
Waste Services Contribution	House	Affordable Rented Units and/or Social Rented Units**	£101.19	£175.62	£231.09	£311.81
Childcare Contribution (Aged 2)	Flat	Open Market Dwelling and/or Intermediate Housing*	£51.72	£257.91	£333.60	£331.33
Childcare Contribution (Under 2)	Flat	Open Market Dwelling and/or Intermediate Housing*	£414.90	£1,058.78	£1,055.91	£1,159.64
Library Contribution	Flat	Open Market Dwelling and/or Intermediate Housing*	£54.61	£72.08	£95.36	£129.89
Secondary Education Contribution	Flat	Open Market Dwelling and/or Intermediate Housing*	£1,559.92	£3,403.57	£3,143.80	£3,797.44
Youth Services Contribution	Flat	Open Market Dwelling and/or Intermediate Housing*	£22.21	£67.24	£204.21	£304.42
Waste Services Contribution	Flat	Open Market Dwelling and/or Intermediate Housing*	£108.83	£143.64	£190.03	£258.84
Childcare Contribution (Aged 2)	House	Open Market Dwelling and/or Intermediate Housing*	£76.07	£267.48	£549.07	£805.11
Childcare Contribution (Under 2)	House	Open Market Dwelling and/or Intermediate Housing*	£519.19	£1,142.39	£1,900.01	£2,144.84
Library Contribution	House	Open Market Dwelling and/or Intermediate Housing*	£60.86	£74.71	£99.05	£122.59
Secondary Education Contribution	House	Open Market Dwelling and/or Intermediate Housing*	£2,555.35	£4,893.12	£7,895.40	£9,619.68
Youth Services Contribution	House	Open Market Dwelling and/or Intermediate Housing*	£49.74	£77.65	£248.89	£468.84
Waste Services Contribution	House	Open Market Dwelling and/or Intermediate Housing*	£121.27	£148.89	£197.38	£244.30
SEND Primary	Flat	NA	£168.00	£168.00	£168.00	£168.00
SEND Secondary	Flat	NA	£58.00	£58.00	£58.00	£58.00
SEND Primary	House	NA	£565.00	£565.00	£565.00	£565.00
SEND Secondary	House	NA	£653.00	£653.00	£653.00	£653.00

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. at such time that Reserved Matters applications are submitted and/or 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 7

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

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
	X	Y	Z	X+Y	
	£	£	£	£	

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:

- The Chief Legal Officer Hertfordshire County Council County Hall, Pegs Lane Hertford Hertfordshire SG13 8DE (Ref : 017953)
- Development and Conservation Manager North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF (ref: 17/01955/1)

EXECUTED but not DELIVERED as a **DEED** until the date set out above

EXECUTED under the Common Seal of
NORTH HERTFORDSHIRE
DISTRICT COUNCIL
in the presence of:



[Redacted signature]

Duly Authorised Officer

5571/24

EXECUTED under the Common Seal of
HERTFORDSHIRE COUNTY COUNCIL
in the presence of:



[Redacted signature]

Daniel Stevens
Principal Solicitor

Beejal Soni
~~Principal Solicitor~~
Duly Authorised Officer

EXECUTED AS A DEED BY
LOGIE PROPERTY CO. LIMITED
Acting by one director

Director

[Redacted signature]

Signature of Witness:

[Redacted signature]

Witness Name (IN BLOCK CAPITALS):

Witness Address:

[Redacted address]

*The Cottage
Priors Hill Road
Aldbush IP15 5EP*

Witness Occupation:

Retired

ANNEX 2

Affordable Accommodation Schedule

Ickleford Mill
Affordable Accommodation Schedule

Summary for S106

	1 bed apartment	2 bed apartment	2 bed house	3 bed house	4 bed house	Total
Shared Ownership	0	0	5	3	0	8
Affordable Rent	3	4	4	2	0	13
Social Rent	0	0	0	0	1	1
Total	3	4	9	5	1	22

Breakdown

Plot Number	Tenure	Housetype	Housetype Reference	Part M	Storeys	Bedrooms	Bed Spaces	Hab Rooms	Parking	Garage	NSA Sqft Ground Floor	NSA Sqft Upper Floors	NSA Sqft Per Unit	NSA Sqm Ground Floor	NSA Sqm Upper Floors	NSA Sqm Per Unit
1	Affordable Rent	Apartment	AFFA-2B3P-2	M4(2)	1	2	3	3	1	0	745.95	0.00	745.95	69.30	0.00	69.30
2	Affordable Rent	Apartment	AFFA-1B2P-1	M4(2)	1	1	2	2	1	0	538.95	0.00	538.95	50.07	0.00	50.07
3	Affordable Rent	Apartment	AFFA-2B3P-1	M4(3)	1	2	3	3	1	0	761.45	0.00	761.45	70.74	0.00	70.74
4	Affordable Rent	Apartment	AFFA-1B2P-1	M4(2)	1	1	2	2	1	0	538.95	0.00	538.95	50.07	0.00	50.07
5	Affordable Rent	Apartment	AFFA-2B3P-1	M4(3)	1	2	3	3	1	0	761.45	0.00	761.45	70.74	0.00	70.74
6	Affordable Rent	Apartment	AFFA-1B2P-1	M4(2)	1	1	2	2	1	0	538.95	0.00	538.95	50.07	0.00	50.07
7	Affordable Rent	Apartment	AFFA-2B4P-2	M4(2)	1	2	4	3	1	0	761.45	0.00	761.45	70.74	0.00	70.74
27	Shared Ownership	Terrace	AFF-3B6P-1	M4(2)	2.5	3	6	4	2	0	427.33	661.02	1088.35	39.70	61.41	101.11
28	Shared Ownership	Terrace	AFF-3B6P-1	M4(2)	2.5	3	6	4	2	0	427.33	661.02	1088.35	39.70	61.41	101.11
29	Shared Ownership	Terrace	AFF-3B6P-1	M4(2)	2.5	3	6	4	2	0	427.33	661.02	1088.35	39.70	61.41	101.11
37	Shared Ownership	Detached	BS-AFF-2B4P-1	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
38	Shared Ownership	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
39	Shared Ownership	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
40	Affordable Rent	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
41	Affordable Rent	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
42	Affordable Rent	Semi	AFF-3B6P-1	M4(2)	2.5	3	6	4	2	0	427.33	661.02	1088.35	39.70	61.41	101.11
43	Affordable Rent	Semi	AFF-3B6P-1	M4(2)	2.5	3	6	4	2	0	427.33	661.02	1088.35	39.70	61.41	101.11
44	Social Rent	Detached	BS-AFF-4B6P-1	M4(2)	2	4	6	5	2	0	615.70	615.70	1231.40	57.20	57.20	114.40
52	Shared Ownership	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
53	Shared Ownership	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
54	Affordable Rent	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
55	Affordable Rent	Semi	AFF-2B4P-2	M4(2)	2	2	4	3	2	0	426.68	426.68	853.37	39.64	39.64	79.28
Total													19000.61			1765.20