



DATED _____ **20** _____

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

GILL HUDSON HOMES BARFORD LIMITED

Section 106 Agreement

Under Section 106 of the Town & Country Planning Act 1990
Land at Highover Farm, Highover Way, Hitchin, Hertfordshire SG4 0RQ
(Ref 25/01420/FP)

Legal Services
North Hertfordshire District
Council
Council Offices, Gernon Road

THIS DEED is made the

day of

20

BETWEEN

- 1 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road
Letchworth Garden City Hertfordshire SG6 3JF ("the Council") and
- 2 **HERTFORDSHIRE COUNTY COUNCIL** of Robertson House, Stevenage, Herts,
SG1 2FQ ("the County Council") and
- 3 **GILL HUDSON HOMES BARFORD LIMITED** ([REDACTED]
[REDACTED]
("the Owner")

Together "the Parties"

RECITALS

- A The Council and the County Council are the local planning authorities for the Land for the purposes of the Act.
- B The Council is a principal council for the purposes of the Local Government Act 1972.
- C The County Council is the Education Authority for the purposes of the Education Acts as defined in section 578 of the Education Act 1996 the Highway Authority for the purposes of the Highways Act 1980, the Fire and Rescue Authority, the Social Services Authority, the Library Authority and the Waste Disposal Authority for Hertfordshire.
- D The Parties have agreed to exclude from this Deed that part of the Application Land coloured pink on the Application Land Plan as the owner of such land is not capable of Commencement and as such it is not necessary to bind that area of land for the purposes of securing the relevant planning obligations in this Deed. The obligations in this Deed will only be enforceable against the Land.
- E The Owner is the registered freehold proprietor of the Land registered at HM Land Registry under Title Number [REDACTED] free from encumbrances that would prevent the Owner from entering into this Deed.
- F The Owner submitted the Application to the Council for Planning Permission for the Development.

- G On 19 March 2026 the Council resolved to grant the Planning Permission subject, amongst other things, to the prior completion of this Deed.
- H 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.
- I The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied, for the purposes of Regulation 122 of the CIL Regulations, that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such enforceable by the Council and County Council.

OPERATIVE PROVISIONS:

WORDS AND EXPRESSIONS

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

"Act"

means the Town and Country Planning Act 1990 as amended;

"Affordable Housing"

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

"Affordable Housing Contribution"

means the sum of £493,373 (four hundred and ninety three thousand three hundred and seventy three pounds) (Index Linked) which shall be applied towards the provision by the Council of off-site Affordable Housing within the District of North Hertfordshire;

"Application"

means the application for full planning permission for the Development submitted to the Council by or on behalf of the Owner with the application plans and other materials on 25 June 2025 and allocated reference number 25/01420/FP;

"Application Land"

means the land subject to the Application as shown edged red on the Application Land Plan;

"Application Land Plan"

means the plan appended to this Deed at Appendix 1;

"BCIS Index"

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

"BCIS Regional Factor"

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

"Childcare (0-2 years) Contribution"

means the sum of £831 (eight hundred and thirty one pounds) (Index Linked) which has been calculated in accordance with the Development Mix and shall be applied towards increasing the capacity of 0-2 year old childcare facilities at Highover Farm Primary School and/or provision serving the Development;

"Childcare (5-11 years) Contribution"

means the sum of £169 (one hundred and sixty nine pounds) (Index Linked) which has been calculated in accordance with the Development Mix and shall be applied towards increasing the capacity of 5-11 year old childcare facilities at Highover Farm Primary School and/or provision serving the Development;

"Commencement"

means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Deed or their agents or representatives) of a material operation comprised in the Development within the meaning of Section 56(4) of

the Act, save that for the purposes of this Deed only "material operation" shall not include:

- a. site clearance;
- b. archaeological investigation;
- c. investigations for the purpose of assessing ground conditions;
- d. remedial work in respect of any contamination or other adverse ground conditions;
- e. diversion and laying of services;
- f. the erection of temporary means of enclosure;
- g. the temporary display of site notices or advertisements;

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;

"Council Contribution"

means the Affordable Housing Contribution;

"County Council Contributions" means together the Childcare (0-2 years) Contribution, Childcare (5-11 years) Contribution, Fire and Rescue Service Contribution, Library Contribution, Secondary Education Contribution, Special Educational Needs and Disabilities (SEND) Contribution, Waste Service Recycling Centre Contribution, Waste Service Transfer Station Contribution and Youth Service Contribution;

"Council Monitoring Fee"

means the sum of £420 (four hundred and twenty pounds) per trigger (Index Linked) Which shall be applied towards the monitoring by the Council of the Council Contribution;

"County Council Monitoring Contribution"

means the sum of £420 (four hundred and twenty pounds) (Index Linked) towards the County Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement;

"CPI Index"

means the consumer price index issued by the Office for National Statistics in the event of discontinuance any replacement thereof or such alternative index as may be approved by the Council

"Development"

means the development of the Land authorised by the Planning Permission and described within the Application as change of use and external alterations to former agricultural buildings comprising grade II listed threshing barn and non-listed courtyard buildings. Partial demolition of courtyard building between proposed Units 1 and 2 to facilitate access. Single-storey rear extension to facilitate Unit 10. Subdivision and two-storey rear extension to farmhouse to form Units 11 and 12. Erection of new building for two dwellings (Units 13 and 14). Partial demolition and modify building for cycle storage to Units 2 to 8 inclusive. Erection of building to accommodate 2 car port spaces for Unit 5 and refuse storage for Units 2-8 inclusive. Detached bin enclosure / cycle store buildings for Units 9 - 14 inclusive. Hard and soft landscaping in association with the provision of private and communal space. Boundary treatment, installation of 14no. EV charging points, installation of solar PV array on south facing roof slopes of Unit 14 and both the cycle and refuse storage buildings serving Units 2 -8 including provision of BNG area;

"Development Mix"

means the table in Schedule 5 of this Deed;

"Dwellings"

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

"Fire and Rescue Service Contribution"

means the sum of £1,256 (one thousand two hundred and fifty six pounds) (Index Linked) which has been calculated in accordance with the Development Mix and

shall be applied towards the expansion of Baldock and Letchworth Fire Station and/or provision serving the Development;

"Index Linked"

means:

for the Council Contribution each shall be Index Linked by reference to CPI Index figure of January 2023 to the finalised figure application to the quarter in which the contribution is paid.

for the Council Monitoring Fee Index Linked by reference to CPI Index figure of March 2026 to the finalised figure applicable to the month in which the Council Monitoring Fee is paid.

the County Council Contributions shall each be Index Linked by reference to the BCIS Index figure of the first quarter of 2024 to the finalised figure applicable to the quarter in which the contribution is paid in accordance with clause 11.2.

the County Council Monitoring Contribution shall be index linked by reference to RPI Index figure of January 2024 to the finalised figure applicable to the month in which the County Council Monitoring Contribution is paid in accordance with clause 11.1.

"Interest"

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

"Land"

means the land against which this Deed may be enforced known as Highover Farm, Highover Way, Hitchin SG4 0RQ which for identification purposes only is shown edged red on the Plan;

"Library Contribution"

means the sum of £3,827 (three thousand eight hundred and twenty seven pounds) (Index Linked) which has been calculated in accordance with the

Development Mix and shall be applied towards increasing the capacity of Hitchin Library and/or provision serving the Development;

"NPPF"

means the National Planning Policy Framework issued by the Department for Communities and Local Government dated February 2025 or any Government issued policy statement amending or replacing the same from time to time;

"Occupation"

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

"Plan"

means the plan attached to this Deed at Appendix 2 identifying the Land;

"Planning Permission"

means the planning permission granted by the Council in pursuance of the Application;

"RPI Index"

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

"Secondary Education Contribution"

means the sum of £154,230 (one hundred and fifty four thousand two hundred and thirty pounds) (Index Linked) which has been calculated in accordance with the Development Mix and shall be applied towards the expansion of The Priory Secondary School and/or provision serving the Development;

"Secretary of State"

means the Secretary of State for Communities and Local Government (as that title is used in the Secretary of State for Communities and Local Government Order

2006 (SI 2006/1926)) or such other office holder who at the relevant time is the person to whom an appeal may be made under Section 78 (1) of the 1990 Act

"Special Educational Needs and Disabilities (SEND) Contribution"

means the sum of £27,285 (twenty seven thousand two hundred and eight five pounds) (Index Linked) which has been calculated in accordance with the Development Mix and shall be applied towards the new Severe Learning Difficulty (SLD) special school places (EAST) and/or provision serving the Development;

"Waste Service Recycling Centre Contribution"

means the sum of £2,740 (two thousand seven hundred and forty pounds) (Index Linked) which has been calculated in accordance with the Development Mix and shall be applied towards increasing the capacity at Letchworth Recycling Centre or new recycling centre in Baldock and/or provision serving the Development;

"Waste Service Transfer Station Contribution"

means the sum of £3,832 (three thousand eight hundred and thirty two pounds) (Index Linked) which has been calculated in accordance with the Development Mix and shall be applied towards the new Northern Transfer Station and/or provision serving the Development;

"Working Day"

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

"Youth Service Contribution"

means the sum of £2,291 (two thousand two hundred and ninety one pounds) (Index Linked) which has been calculated in accordance with the Development Mix and shall be applied towards the delivery of youth work with young people in the area and/or provision serving the Development.

2. Where the context provides:

- 2.1 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
- 2.2 references to any Party means a party to this Deed and in the case of the Owner shall include its successors in title and assigns and any persons deriving title through or under them and in the cases of the Council and the County Council shall include successors to their respective functions;
- 2.3 where a Party includes more than one person any obligations of that Party shall be joint and several;
- 2.4 any reference to any statute or any section of a statute includes any statutory re-enactment or modification 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;
- 2.5 any reference to clauses and schedules are references to clauses and schedules to this Deed;
- 2.6 headings in the Deed shall not form part of or affect its construction;
- 2.7 where a Party is required to give consent or approval by any specific provision of this Deed such consent or approval shall not be unreasonably withheld or delayed;
- 2.8 any provision of this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Deed; and
- 2.9 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;
- 2.10 references to the Land include any part of it.

3. **STATUTORY PROVISIONS AND COVENANTS**

- 3.1 This Deed and the covenants within it are made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of

the Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council and the County Council against the Owner and each of their successors in title and assigns to each and every part of the Land and any person deriving title to each and every part of the Land through or under the Owner.

- 3.2 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers.
- 3.3 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof PROVIDED THAT the obligations and restrictions in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker or in respect of any easements relating to cables, pipes or other service media running under the Land nor enforceable against any highway authority which may be responsible for any public highway maintainable at the public expense and FURTHER PROVIDED THAT the provisions contained in this Deed shall not be binding against any individual owner or occupier or tenant or any mortgagee of any individual owner or occupier or tenant of any Dwellings or a Dwelling comprised within the Development.

4. CONDITIONALITY

- 4.1 This Deed is conditional upon:
- a) the grant of the Planning Permission; and
 - b) the Commencement of the Development

SAVE FOR any provision requiring compliance prior to Commencement and the provisions of clauses 8 (consents) 12 (costs), 13 (registration) and 15.5 (change of interest) which shall come into effect immediately upon completion of this Deed.

5. **PLANNING OBLIGATIONS**

5.1 The Owner covenants with the Council and the County Council to observe the restrictions and to perform the obligations and activities specified in Schedule One to this Deed.

5.2 The Council Covenants with the Owner to perform the obligations or activities specified in Schedule Two to this Deed.

5.3 The County Council covenants with the Owner and the Council to perform the obligations or activities specified in Schedule Three to this Deed.

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

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

7. **WAIVER**

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

8. **CONSENTS**

8.1 The Owner warrants and confirms that it has obtained all necessary permissions and consents to it entering into this Deed.

8.2 The Owner warrants and confirms that it is the freehold owner of the Land with full power to enter into this Deed.

8.3 The Owner warrants and confirms that the Land is free from all mortgages 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.

9. **SUCCESSORS IN TITLE**

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

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

10. **PLANNING PERMISSION**

This Deed shall cease to have effect if the Planning Permission is quashed, revoked, expires, is modified by any statutory procedure without the consent of the Owner or is otherwise withdrawn;

11. **EXPENDITURE, INTEREST AND INDEXATION**

11.1 Where any sum in Schedule One 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 interim payment described below is actually paid;

D is the Office of National Statistics Index of Monthly Retail Prices Information figure from January 2024.

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

11.2 Where any sum in this Deed is required to be Index Linked by reference to BCIS Index that sum payable shall be increased in accordance with any increase in the BCIS Index by application of the formula:

$$A=B \times (C\div D); \text{ or}$$

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

A is the total amount to be paid;

B is the principal sum stated in this Deed;

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

D is the BCIS figure for the first quarter of 2024 (1Q2024);

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

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

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

11.3 Where any sum in Schedule One is expressed to be Index Linked by reference to CPI that sum shall be increased by application of the formula:

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

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 Consumer Prices Index figure for the date upon which the interim payment described below is actually paid;

D is the Office of National Statistics Index of Monthly Retail Prices Information figure from January 2024.

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

11.4 It is further agreed by the parties that:

11.4.1 if prior to the receipt of the Council Contributions and/or the Council Monitoring Fee and/or the County Council Contributions

and/or the County Council Monitoring Contribution 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 may immediately following receipt of such contributions apply such expenditure incurred; and

11.4.2 where any sum to be paid by the Owner under the terms of this Deed is required to be Index-Linked then an interim payment shall initially be made based on the latest available forecast figure 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 Council or County Council to the payer of the interim payment (as the case may be) once the relevant index has been finalised.

11.5 Any money payable to the Council or 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.

12. **COSTS**

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

13. **REGISTRATION OF THIS DEED**

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

14. **THIRD PARTIES**

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 as amended 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.

15. **NOTICE**

The Owner covenants with the Council and the County Council to give the County Council and the Council no less than five (5) Working Day's notice of:

15.1 the Commencement of the Development such notice to be given in writing using the proforma set out in Schedule 4 hereto;

15.2 Occupation of the Third Dwelling such notice to be given in writing using the proforma set out in Schedule 4 hereto;

15.3 the first Occupation of the first Dwelling such notice to be given in writing using the proforma set out in Schedule 4 hereto;

15.4 the Completion of the Development such notice to be given in writing using the proforma set out in Schedule 4 hereto.

15.5 any change of any interests in the Land occurring before all of the obligations under this Deed have been discharged such notice to be given within five (5) Working Days of such change in interest and shall 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.

16. **SERVICE OF NOTICES AND DOCUMENTS**

Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Four and shall contain the Application reference number 25/01420/FP and reference to the date of this Deed and shall be sufficiently given if sent by recorded post to the following persons

The Council	Development and Conservation Manager North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF
The County Council	Director of Law and Governance Hertfordshire County Council 1 st Floor Robertson House, Six Hills Way, Stevenage, SG1 2FQ (ref 29572)
The Owner	At the address above.

17 DETERMINATION OF DISPUTES

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

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

18 **MISCELLANEOUS**

- 18.1 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and/or the County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter any part of the Land to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed provided that the Council or County Council gives the Owner two (2) Working days notice and complies with any reasonable on site health and safety requirements of the Owner during any such inspection.
- 18.2 At the written request of the Owners 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.
- 18.3 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted whether before or after the date of this Deed by the Council the County Council or the Secretary of State or any other competent authority.
- 18.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall be made in writing and where a request is made the approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.
- 18.5 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 18.6 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.

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

- 19.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) relating to the Planning Permission and unless otherwise agreed between the Council and the

County Council, with effect from the date that the new planning permission is granted pursuant to Section 73 of the Act (as amended) relating to the Planning Permission:

- 19.2 The obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Land granted pursuant to Section 73 of the Act relating to the Planning Permission and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;
- 19.3 The definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act relating to the Planning Permission, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
- 19.4 This Deed shall be endorsed with the following words in respect of any future Section 73 application:

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

PROVIDED THAT nothing in this clause 19 shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or of the Council or the County Council the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106A of the Act and provided further that to the extent that any of the obligations in this Deed have already been discharged at the date that any new planning permission is granted under Section 73 of the Act they shall remain discharged for the purposes of that new planning permission.

20 **JURISDICTION**

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

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

21 **EXECUTION**

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

SCHEDULE ONE

PART I

OWNER'S COVENANTS TO THE COUNCIL

Contributions to the Council

1. The Owner covenants with the Council:
 - 1.1 to pay the Council Contribution to the Council after the Occupation of the third Dwelling in the Development; and
 - 1.2 not to cause or permit the Occupation of any Dwelling in the Development beyond the third Dwelling in the Development until it has paid the Council Contribution to the Council in accordance with paragraph 1.1 above.
 - 1.3 to pay the Council Monitoring Fee to the Council after the Occupation of the third Dwelling of the Development; and
 - 1.4 not to cause or permit the Occupation of and Dwelling in the Development beyond the third Dwelling of the Development until it has paid the Council Monitoring Fee to the Council in accordance with paragraph 1.3 above.

PART II

OWNER'S COVENANTS TO THE COUNTY COUNCIL

Contributions to the County Council

2. The Owner covenants with the County Council:
 - 2.1 to pay the County Council Contributions and the County Council Monitoring Contribution to the County Council prior to the Commencement of the Development; and
 - 2.2 not to cause or permit Commencement of the Development until it has paid the County Council Contributions and the County Council Monitoring Contribution to the County Council in accordance with paragraph 2.1 above.

SCHEDULE TWO
COUNCIL'S COVENANTS

1. The 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 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 Council under this Deed which has not been expended allocated or approved in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of notice of completion of the Development pursuant to clause 15 together with any interest accrued PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the Council PROVIDED THAT the Council shall apply any unexpended sum only to a suitable provision serving the development and in full compliance with Regulation 122 of the CIL Regulations 2010.
3. At the written request (limited to three (3) occasions per year) of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed and upon receipt by the Council of its reasonable costs of doing so.

SCHEDULE THREE

COUNTY COUNCIL'S 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 allocated committed or approved 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 15.4 together with any interest accrued PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended unallocated uncommitted unapproved sum together with accrued interest shall be release free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended unallocated uncommitted unapproved sum only to a suitable provision serving the development and in full compliance with Regulation 122 of the CIL Regulations 2010.
3. At the written request (limited to three (3) occasions per year) of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed and upon receipt by the County Council of its reasonable costs of doing so.

SCHEDULE FOUR

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC LEGAL REFERENCE 29572.....

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

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

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

- a) Director of Law and Governance
Hertfordshire County Council
Robertson House
Stevenage
Hertford
SG1 2FQ
[REDACTED]

(Ref 29572)

- b) To Development and Conservation Manager North Hertfordshire District Council
Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF.

SCHEDULE FIVE

HOUSES		
Number of Bedrooms	A) Open Market & Shared Ownership*	B) Affordable Rent**
1	0	0
2	5	0
3	5	0
4+	4	0
Total	14	0

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

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

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

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

APPENDIX 1

APPLICATION LAND PLAN

APPENDIX 2

Land Plan

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

EXECUTED under the Common Seal of
NORTH HERTFORDSHIRE
DISTRICT COUNCIL

in the presence of:

Duly Authorised Officer

EXECUTED under the Common Seal of
HERTFORDSHIRE COUNTY COUNCIL

in the presence of:

EXECUTED as a **DEED** by **OWNER**

Acting by a Director in the Presence of
a witness:

Director Name:

Director Signature:

Witness Name:

Witness Signature

Witness Occupation:

Witness Address: